



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, August 17, 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
IT Coordinator Misty Dean
Parks & Community Services Director Kelly Schmidt
Community Services Coordinator Melanie Blakely
Public Works Coordinator Aaron Reed
City Engineer Chad Gilpin
Planning Consultant Robyn Miga
Transportation Consultant Leslie Pollack
Planning & Zoning Commission Chair Mim James

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

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**

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.**
- 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.**

BUSINESS AGENDA

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

- 12. Discuss and consider approval of the selection of bidder related to the Butler Ranch Road and Pin Oak Street Rehabilitation Project.**
- 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
 - b. Staff Report
 - c. Public Hearing
 - d. Ordinance
 - e. Agreement
- 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
 - b. Staff Report
 - c. Planning and Zoning Commission Report
 - d. Public Hearing
 - e. Planned Development District Ordinance
- 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***
- 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***

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

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*

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

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 **August 13, 2021, at 5:55 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.



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 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.

Bill Foulds, Jr., Mayor



CITY COUNCIL SPECIAL BUDGET MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, July 20, 2021 at 5:00 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 5:03 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
 Deputy City Administrator Ginger Faught
 City Attorney Laura Mueller
 City Treasurer Shawn Cox
 City Secretary Andrea Cunningham
 IT Coordinator Misty Dean
 Public Works Coordinator Aaron Reed
 Parks & Community Services Director Kelly Schmidt
 Emergency Management Coordinator Roman Baligad

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.071, and regarding Business Agenda Item 1 as it relates to the Utility Budget for the Fiscal Year 2022 Budget. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION

The City Council met in Executive Session from 5:04 – 5:15 p.m.

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

BUSINESS AGENDA

1. Presentation and discussion regarding Budget Activities related to the City of Dripping Springs Fiscal Year 2022 Budget.

Shawn Cox gave a presentation on the Fiscal Year 2022 Budget which is on file.

No action was taken on this item.

EXECUTIVE SESSION AGENDA

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

ADJOURN

Via unanimous consent, this special meeting adjourned at 5:46 p.m.

APPROVED ON: August 3, 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, July 20, 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
 Deputy City Administrator Ginger Faught
 City Attorney Laura Mueller
 City Treasurer Shawn Cox
 City Secretary Andrea Cunningham
 Parks & Community Services Director Kelly Schmidt
 DSRP Manager Emily Nelson
 DSRP Assistant Manager Lilly Sellers
 Planning Consultant Robyn Miga

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

CONSENT AGENDA

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

- 1. Approval of the July 6, 2021, City Council Special Budget meeting minutes and the July 6, 2021, City Council and Board of Adjustment Workshop and Regular meeting minutes.**
- 2. Approval of the June 2021 City Treasurer's Report.**
- 3. Approval of a Resolution approving MUD Reimbursement Bonds for Springhollow MUD for reimbursement for construction of water, wastewater, and drainage facilities. Applicant: Carter Dean, Armbrust & Brown, PLLC.**

Filed as Resolution No. 2021-R22

- 4. Approval of a Resolution joining the County to allow fire inspections and approvals as provided for in the Driftwood development agreements. Sponsor: Bill Foulds, Jr., Mayor.**

Filed as Resolution No. 2021-R23

- 5. Approval of a Resolution approving MUD Reimbursement Bonds for Hays County MUD Number 4 for reimbursement for construction of water, wastewater, and drainage facilities. Applicant: Felix J. Manka, CMA Engineering, P.E.**

Filed as Resolution No. 2021-R24

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 1 – 5. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

Laura Mueller informed the City Council that the applicant for Business Agenda Items 6 and 7 has requested postponement to a date certain. Laura's staff report is on file and staff recommends postponement to the August 17, 2021, regular meeting for both items and that the City Council hold public hearings for both items.

- 6. Public hearing and consideration of an ordinance annexing an approximately 78.021-acre tract of land situated in Benjamin F. Hanna Survey, No. 28, Abstract No. 222. This**

property is located at 2901 W US Highway 290, Dripping Springs, TX (R15103). Applicant: Brian Estes, Civil and Environmental Consultants Inc.

Applicant has requested postponement to a date certain.

- a. Presentation
- b. Staff Report
- c. Public Hearing – No one spoke during the Public Hearing.
- d. Ordinance and Agreement

A motion was made by Council Member Harris-Allison to postpone consideration of an ordinance annexing an approximately 78.021-acre tract of land situated in Benjamin F. Hanna Survey, No. 28, Abstract No. 222 to the August 17, 2021, Regular City Council Meeting. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

7. **Public hearing and consideration of an Ordinance regarding ZA2021-0002: an application for a Zoning Amendment to consider a proposed zoning map amendment from Agriculture (AG) to Single-Family Residential District - Moderate Density (SF-2) for an approximately 78.021-acre tract of land situated in Benjamin F. Hanna Survey, No. 28, Abstract No. 222. This property is located at 2901 W US Highway 290, Dripping Springs, TX (R15103). Applicant: Brian Estes, Civil and Environmental Consultants Inc.**

Applicant has requested postponement to a date certain.

- a. Presentation
- b. Staff Report
- c. Planning and Zoning Commission Report
- d. Public Hearing – No one spoke during the Public Hearing.
- e. Zoning Amendment

A motion was made by Mayor Pro Tem Manassian to postpone consideration of an Ordinance regarding ZA2021-0002: an application for a Zoning Amendment to consider a proposed zoning map amendment from Agriculture (AG) to Single-Family Residential District - Moderate Density (SF-2) for an approximately 78.021-acre tract of land situated in Benjamin F. Hanna Survey, No. 28, Abstract No. 222 to the August 17, 2021, Regular City Council Meeting. Council Member Parks seconded the motion which carried unanimously 5 to 0.

8. **Public hearing and consideration of an Ordinance regarding CUP2021-0005: an application for Conditional Use Permit for an Accessory Dwelling Unit for property located at 221 Ramirez Lane, Dripping Springs, Texas. Legal Description: A0415 PHILIP A SMITH SURVEY, SERIAL CSS020640TXA, TITLE # 00746769, LABEL # NTA1849450, ACRES 2. Applicant: David Edwards; Dripping Springs Community Mission Partnership, Inc.**

- a. Presentation – Applicant Dave Edwards presented the item.
- b. Staff Report – Robyn Miga presented the staff report which is on file. Staff recommends approval with the following conditions:

- 1) Time Limit: The CUP does not expire.
- 2) Maximum floor area for an Accessory Dwelling Unit may not exceed 750-square-feet.
- 3) A minimum of two off-street parking spaces for the Accessory Dwelling Unit must be provided in addition to any other parking requirements.
- 4) Connections to an appropriate on-site septic system must be approved by the City prior to occupancy.
- 5) The Accessory Dwelling Unit may not be sold separately from the primary structure.
- 6) Conditional Use Permits for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and a Certificate of Occupancy is not issued within two years of the date the CUP was approved.
- 7) The City Administrator may revoke the CUP for failure to comply with municipal regulations and the conditions placed on the use (City of Dripping Springs Zoning Ordinance §3.17.9)
- 8) The CUP is effective on passage.

c. Planning & Zoning Commission Report – Commission recommended approval unanimously 7 to 0.

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

e. Ordinance – **Filed as Ordinance 2021-25**

A motion was made by Council Member Tahuahua to approve an Ordinance regarding CUP2021-0005: an application for Conditional Use Permit for an Accessory Dwelling Unit for property located at 221 Ramirez Lane, Dripping Springs, Texas, with conditions as outlined in the staff report. Council Member Parks seconded the motion which carried unanimously 5 to 0.

- 9. Discuss and consider approval of a Street Closure Request for portions of Roger Hanks Parkway and Creek Road for the annual Run by the Creek 5K and 10k event to take place Sunday, November 14, 2021.** *Sponsor: Mayor Pro Tem Manassian*

Kelly Schmidt presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to approve a Street Closure Request for portions of Roger Hanks Parkway and Creek Road for the annual Run by the Creek 5K and 10k event to take place Sunday, November 14, 2021. Council Member King seconded the motion which carried unanimously.

- 10. Public hearing and consideration of approval of an Ordinance Approving the 2021 Dripping Springs Ranch Park Master Plan Update.**

a. Presentation – Peter Dufrene with RVi Planning gave a presentation which is on file.

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

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

d. Master Plan Ordinance – **Filed as Ordinance 2021-29**

A motion was made by Council Member Parks to approve an Ordinance Approving the 2021 Dripping Springs Ranch Park Master Plan Update. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

11. Discuss and consider approval of an Ordinance Amending the Membership of the Transportation Committee. *Sponsor, Bill Foulds, Jr., Mayor*

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

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance Amending the Membership of the Transportation Committee. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance 2021-26

12. Discuss and consider the Appointment of two (2) Public Members to the Transportation Committee for terms ending June 30, 2023; and the appointment of a Committee Member to serve as the Chair. *Sponsor: Mayor Foulds, Jr.*

Andrea Cunningham presented the staff which is on file.

A motion was made by Council Member Tahuahua to appoint John Pettit and Travis Crow to the Transportation Committee for terms ending June 30, 2023; and to appoint Travis Crow to serve as the Chair of the Committee for a term of one (1) year. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

13. Discuss and consider the Appointment of one (1) individual to the TIRZ No. 1 & No. 2 Board for an unexpired seat with a term expiring December 31, 2021. *Sponsor: Mayor Pro Tem Manassian*

Laura Mueller presented the staff report which is on file. Staff recommends the appointment of Michelle Fischer.

A motion was made by Council Member Tahuahua to appoint Michelle Fischer to the TIRZ No. 1 & No. 2 Board for an unexpired seat with a term expiring December 31, 2021. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

14. Discuss and consider the Appointment of Council Member Sherrie Parks to the Greater San Marcos Partnership Board of Directors to Represent the City of Dripping Springs.

Michelle Fischer presented the staff report which is on file. Staff recommends the appointment of Council Member Parks to the GSMP Board.

A motion was made by Mayor Pro Tem Manassian to appoint Council Member Sherrie Parks to the Greater San Marcos Partnership Board of Directors to Represent the City of Dripping Springs. Council Member King 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.
Reports are on file and available for review upon request.

15. **2021 Texas Legislative Session Report**
Laura Mueller, City Attorney

Laura Mueller presented the report which is on file.
16. **Parks & Community Services May 2021 Director's Report**
Kelly Schmidt, PCS Director
17. **Parks & Community Services June 2021 Director's Report**
Kelly Schmidt, PCS Director
18. **Maintenance Director's June 2021 Report**
Craig Rice, Maintenance Director
19. **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, 551.072, Deliberation of Real Property, and 551.074, Deliberation of Personnel Matters and regarding Executive Session Agenda Items 20, 21, 24, 25 and 27. Council Member Tahuahua seconded the motion which carried unanimously.

EXECUTIVE SESSION AGENDA

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

20. **Consultation with City Attorney regarding to legal issues related to legislation passed at the 2021 Texas Legislative Session including issues related to immunity, contracts, utilities, and tax rates.** *Consultation with Attorney, 551.071*
21. **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*
22. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, Public Safety, and Emergency Orders.** *Consultation with City Attorney, 551.071*
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 the South Regional Water Reclamation Expansion Project Easement Acquisition 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 regarding legal issues related to Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD 11.** *Consultation with City Attorney, 551.071*
27. **Deliberation of Personnel Matters regarding the job description, compensation, benefits, and employment of the Records Management Clerk.** *Deliberation of Personnel Matters, 551.074*

The City Council met in Executive Session from 7:26 p.m. – 8:35 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:35 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to pull Item 27 out of Executive Session. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Deliberation of Personnel Matters regarding the job description, compensation, benefits, and employment of the Records Management Clerk. *Deliberation of Personnel Matters, 551.074*

A motion was made by Mayor Pro Tem Manassian to approve unpaid administrative leave for the Records Management Clerk per her request and to authorize the hiring of a temporary Records Management Clerk. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

July 29, 2021, at 6:00 p.m., Special Budget Meeting
 August 3, 2021, at 6:00 p.m., City Council & BOA Regular Meeting
 August 12, 2021, at 6:00 p.m., Special Budget Meeting
 August 20, 2021, at 6:00 p.m., City Council Regular Meeting

Board, Commission and Committee Meetings

July 26, 2021, at 3:30 p.m., Transportation Committee
 July 27, 2021, at 6:30 p.m., Planning & Zoning Commission
 July 28, 2021, at 4:00 p.m., Economic Development Committee

ADJOURN

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

This regular meeting adjourned at 8:38.

APPROVED ON: August 17, 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

Thursday, July 29, 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 or order at 6:00 p.m.

City Council Members present were:

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

City Council Member absent was:

Council Member Place 2 Wade King

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 City Treasurer Shawn Cox
 City Secretary Andrea Cunningham
 Parks & Community Services Director Kelly Schmidt
 DSRP Manager Emily Nelson
 Programs & Aquatics Manager Mack Rusick
 Farmers Market Manager Charlie Reed
 Maintenance Director Craig Rice
 Emergency Management Coordinator Roman Baligad
 Farmers Market Specialists Johnna Krantz
 DSRP Assistant Manager Lily Sellers
 Community Services Coordinator Melanie Blakely
 Parks & Recreation Commission Members: Chair Robbie Zamora and Eric Henline

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 Budget Activities related to the City of Dripping Springs Fiscal Year 2022 Budget.

Shawn Cox gave a presentation on the budget which is on file.

No action was taken.

A motion was made by Council Member Harris-Allison to recess the meeting. Mayor Pro Tem seconded the motion which carried unanimously 4 to 0.

The City Council recessed from 7:30 – 7:41 p.m. Mayor Foulds, Jr. returned the meeting to Open Session at 7:41 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.072, Deliberation of Personnel Matters and regarding Executive Session Agenda Item 2. Council Member Parks seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION AGENDA

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

2. 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, Holly Liles, Laura Mueller, Emily Nelson, Shane Pevehouse, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Mackenzie Rusick, Kelly Schmidt, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, and Lisa Sullivan. Deliberation of Personnel Matters, 551.074

The City Council met in Executive Session from 8:16 – 9:13 p.m.

No vote or action was taken in Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 9: 13 p.m.

OPEN SESSION

No further action was taken in Open Session.

ADJOURN

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

This special meeting adjourned at 9:14 p.m.

APPROVED ON: August 3, 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 03, 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
 Deputy City Administrator Ginger Faught
 City Attorney Laura Mueller
 City Treasurer Shawn Cox
 City Secretary Andrea Cunningham
 Communications Director Lisa Sullivan
 IT Coordinator Misty Dean
 Public Works Coordinator Aaron Reed
 Programs & Aquatics Manager Mack Rusick
 City Engineer Chad Gilpin
 Planning Consultant Robyn Miga
 Transportation Consultant Leslie Pollack
 Planning & Zoning Commission Chair Mim James
 Utility Commission Vice Chair Chuck Miller

WORKSHOP

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

1. Presentation and discussion regarding Budget Activities related to the City of Dripping Springs Fiscal Year 2022 Budget.

Shawn Cox gave a presentation on the budget which is on file.

No action was taken.

CITY COUNCIL REGULAR MEETING

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

2. **Presentation of Recognition Awards for Public Service on a City Board, Committee, or Commission.** *Sponsor: Mayor Foulds, Jr.*

Amber Ballman, Parks & Recreation Commission

Martin Garza, Founders Day Commission

Jim Langford, Utility Commission

Meghan Lind, Utility Commission

Roger Newman, Planning & Zoning Commission

Dan O'Brien, Emergency Management Commission and TIRZ No. 1 & No. 2 Board

Jean Reimers, Historic Preservation Commission

David Vincent, Farmers Market Association Board

Robbie Zamora, Parks & Recreation Commission

Mayor Foulds, Jr. and Mayor Pro Tem Taline Manassian presented Awards for Public Service.

CONSENT AGENDA

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

3. **A Resolution accepting water and easement conveyance and accepting a maintenance bond for Driftwood water lines.**

Filed as Resolution No. 2021-R25

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Item 1. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

4. **Public hearing and consideration of approval of an Ordinance regarding ZA2021-0003: an application for a Zoning Amendment and Conditional Use Overlay to consider a proposed zoning map amendment from Two-Family Residential- Duplex (SF-4) to Single Family Residential-Town Center (SF-3) and with a proposed conditional use overlay restricting the site further for two properties located approximately at 102 S. Bluff Street, Dripping Springs, Texas. Legal Description ORIGINAL TOWN OF DRIPPING SPRINGS, BLOCK 10, Lot 4-5-6 & 9, ACRES 0.519 and ORIGINAL TOWN OF DRIPPING SPRINGS, BLOCK 10, Lot 1-3 & 10-12, ACRES 0.9445. Applicant: Jon Thompson, J Thompson Professional Consulting, LLC**
 - a. **Presentation:** Project engineer John Doucet with Doucet and Associates spoke, and the application for zoning amendment is being withdrawn.
 - b. **Staff Report:** Robyn Miga's staff report is on file. The applicant has withdrawn the request for zoning amendment.
 - c. **Planning and Zoning Commission Report:** No report presented.
 - d. **Public Hearing:** No one spoke during the Public Hearing.
 - e. **Zoning Amendment and Conditional Overlay:** No action was taken on this item.

5. **Public hearing and consideration of approval of an Ordinance regarding ZA2021-0004: an application for a Zoning Amendment to consider a proposed zoning map amendment from SF-1 (Single-Family Residential — Low Density) to SF-2 (Single-Family Residential-Moderate Density) for an approximately 1.82-acre tract at 1232 Creek Road, Dripping Springs, Texas. Legal Description CREEK ROAD VILLAS, LOTS 1-2, ACRES 1.82; and P.A SMITH SURVEY 0.99 ACRE A0415. Applicant: Jon Thompson, J Thompson Professional Consulting, LLC**
 - a. **Presentation:** Applicant Jon Thompson presented the item.
 - b. **Staff Report:** Robyn Miga presented the staff report which is on file. Staff recommends approval of the zoning amendment.
 - c. **Planning and Zoning Commission Report:** Chair James presented the report. The Commission recommended approval unanimously 7 to 0.

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

e. Zoning Amendment: **Filed as Ordinance No. 2021-27**

A motion was made by Council Member King to approve ZA2021-0004: an application for a Zoning Amendment to consider a proposed zoning map amendment from SF-1 (Single-Family Residential — Low Density) to SF-2 (Single-Family Residential-Moderate Density) for an approximately 1.82-acre tract at 1232 Creek Road, Dripping Springs, Texas. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Via unanimous consent the City Council considered Business Agenda Items 6 – 10. Action was taken after the reading of item 10.

6. 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: Peter Verdicchio with SEC Planning, and John Doucet with Doucet and Associates gave a presentation related to Business Agenda Items 6 – 10, which is on file.

b. Staff Report: Laura presented the staff report for Business Agenda Items 6 – 10, which is on file. Staff recommends postponement of all items to August 17, 2021, to allow more time to complete related documents

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

d. Ordinance: Action was taken later in the agenda.

e. Agreement: Action was taken later in the agenda.

7. 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

b. Staff Report

c. Planning and Zoning Commission Report: Chair James presented the report. The Commission recommended approval unanimously 7 to 0.

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

e. Planned Development District Ordinance

8. **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*
9. **Discuss and consider approval of a 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*
10. **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*

A motion was made by Mayor Pro Tem Manassian to postpone Business Agenda Items 6 – 10 to the August 17, 2021, Regular City Council Meeting. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

11. **Discuss and consider approval of an Ordinance Amending the City of Dripping Springs Fee Schedule related to Food Establishment Fees and On Site Sewage Facility Fees.** *Sponsor: Mayor Bill Foulds, Jr.*

Michelle Fischer presented the staff report which is on file. Staff recommends approval of the fee schedule amendments.

A motion was made by Council Member Harris-Allison to approve an Ordinance Amending the City of Dripping Springs Fee Schedule related to Food Establishment Fees and On Site Sewage Facility Fees. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-28

12. **Discuss and consider the Appointment of two (2) At-Large Members and one (1) Hays Trinity Groundwater Conservation District Representative to the Utility Commission for terms ending June 30, 2023; and the appointment of a Commission Member to serve as the Chair for a term of one (1) year.**

Andrea Cunningham and Ginger Faught presented the staff report which is on file.

A motion was made by Council Member Tahuahua to reappoint Roger Kew to the Utility Commission as the Hays Trinity Groundwater Conservation District Representative for a term ending June 30, 2023; and to appoint Chuck Miller as the Chair of the Utility Commission for a term of one (1) year. Council Member King seconded the motion which carried unanimously 5 to 0.

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.

Report is on file and available for review upon request.

13. City Attorney Report

Laura Mueller, City Attorney

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

EXECUTIVE SESSION AGENDA

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

- 14. 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*
- 15. 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.*
- 16. 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*
- 17. 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*
- 18. Consultation with City Attorney for legal issues related to the provision of retail utility services.** *(551.071, Consultation with City Attorney).*
- 19. 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 7:20 – 8:45 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:45 p.m.

UPCOMING MEETINGS

City Council Meetings

August 17, 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

September 8, 2021, Utility Commission at 4:00 p.m.
September 13, 2021, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
September 13, 2021, Founders Day Commission at 6:30 p.m.
September 14, 2021, Planning & Zoning Commission at 6:30 p.m.
September 16, 2021, Farmers Market Association Board at 10:00 a.m.
September 16, 2021, Emergency Management Commission at 12:00 p.m.

ADJOURN

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

This regular meeting adjourned at 8:46 p.m.

APPROVED ON: August 17, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

To: Mayor Bill Foulds, Jr. and City Council, City of Dripping Springs

From: Shawn Cox, Finance Director/City Treasurer 

Date: August 17, 2021

RE: July 2021 City Treasurer's Report

As mentioned in previous reports, the City has switched to using Incode rather than Sage as its financial software. The month of July was the first month where Incode was solely used. At the moment, Tyler Technologies (maker of Incode) is working on pulling the City's historical data over from Sage to ensure all accounts are in balance. Until this is completed, which is expected this month (August), reports like those provided by Sage, are unable to be run.

General Fund:

The General Fund received approximately **\$509,000.00** in revenues. General Fund Revenues are consistent with projected year-end totals. For July, the City received \$315,809.89 in sales tax, of which \$236,415.23 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 23% increase over July 2020. Building Code fees are continuing to come in strong, with approximately \$197,000.00.

General Fund Expenditures continue to remain in line with projections. It is anticipated that the total \$250,000.00 budgeted for Street Improvements will be utilized in FY21. A bid for street improvements is scheduled for Council Consideration at the August 17th Regular Meeting.

Wastewater Utility Fund:

For July, approximately **\$453,000.00** was received in revenues. This includes a transfer of \$245,573.41 from the TWDB Fund for reimbursement of TWDB project expenditures. Additionally, \$63,161.98 was transferred from the General Fund for the Wastewater's portion of monthly sales tax collections.

FY21 Operation Expenditures are consistent with the FY21 year-end projections. Some TWDB line items, such as TWDB Misc. and TWDB East Interceptor are higher than monthly projections. However, these project costs are eligible for reimbursement from the TWDB and are consistent with the total project costs.

Dripping Springs Ranch Park (DSRP):

Approximately **\$58,000.00** in revenues has been collected for July. This includes the transfer of the remaining hot fund balance of \$33,632.81. Additional \$9,900.00 for program fees (such as Camp and Tween Scene) and \$6,100.00 for facility rentals was collected. Revenues are in-line with end-of-year projections.

The DSRP was able to purchase its replacement vehicle in July for **\$48,294.39**. This purchase was originally projected to cost \$65,000.00.



DRIPPING SPRINGS
Texas

Banking:

On May 31st, the City's cash balances were **\$18.648 Million**. This is a 5% increase from the previous month's cash balances. Contributing to this increase is the collection of over \$135,000.00 in HOT Revenues for the month, and the County's contribution of \$333,124.24 to the TIRZ. A total of **\$18,175.68** was collected in interest revenues for the Month of July.



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: August 17, 2021

Agenda Item Wording: **Approval of an ordinance extending certain Conditional Use Permits for construction purposes.** *Sponsor: Bill Foulds, Jr., Mayor.*

Agenda Item Requestor: Bill Foulds, Jr., Mayor

Summary/Background: Conditional Use Permits (CUPs) expire after 2 years if construction is not completed on a project. Due to the current public health emergency, some of these construction projects require additional time to complete construction. This ordinance would allow CUPs that were approved between March 1, 2020 and February 28, 2021 to have an additional 12 months to complete construction so long as some progress has been made towards construction. This would only be for construction purposes and would not affect other conditions or deadlines within the CUPs.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the ordinance.

Attachments: Ordinance

Next Steps/Schedule: If approved then notice will be sent to those affected.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS EXTENDING CONDITIONAL USE PERMITS FOR CONSTRUCTION PURPOSES.

WHEREAS, the City of Dripping Springs (hereinafter the “City”) provides for the public health, safety, moral and general welfare through the regulation of certain construction activities; and

WHEREAS, pursuant to Sections 24.02.001 - 24.02.009 of the City of Dripping Springs Code of Ordinances, the City requires compliance with the “Building Code Ordinance”; and

WHEREAS, Sections 51.012 and 245.001 – 245.003 of the Texas Local Government Code provide that the City has the authority to issue local permits for construction permits and extensions thereof; and

WHEREAS, construction during the time of March 1, 2020 to February 28, 2021 experienced significant delays due to the COVID-19 pandemic; and

WHEREAS, the proposed extension of the duration of Conditional Use Permits for Construction Purposes granted from March 1, 2020 to February 28, 2021 would promote the public health, safety, moral and general welfare of the City; and

WHEREAS, the proposed extension of the duration of Conditional Use Permits for Construction Purposes does provide for the public health, safety, moral and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS:

SECTION 1. EXTENSION OF DURATION OF CONDITIONAL USE PERMITS FOR CONSTRUCTION PURPOSES

All construction deadlines related to the expiration of Conditional Use Permits is extended by 12 months for those Conditional Use Permits with construction deadlines that were issued between March 1, 2020 to February 28, 2021 so long as some progress toward completion has been accomplished within the original construction time frame. The Extension is solely to provide additional time for construction.

SECTION 2. ENACTMENT

The City Council hereby adopts the Extension of Conditional Use Permits for Constructional Purposes, as attached in Exhibit “A”.

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. EFFECTIVE DATE

The Ordinance shall be effective immediately upon passage and publication.

SECTION 6. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, 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 ___ day of _____ 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



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: August 17, 2021

Agenda Item Wording: **Approve update to Daikin HVAC Services Agreement to change start date to September 1, 2021.**

Agenda Item Requestor: Laura Mueller, City Attorney

Summary/Background: The Daikin Agreement was approved this month. However, Staff has requested that the start date begin September 1, 2021 in order to ensure maintenance of air conditioning units at DSRP. The change in date is the only change.

Commission Recommendations: N/A

Recommended Council Actions: Approve updated agreement.

Attachments: Original Agreement, Updated Agreement

Next Steps/Schedule: Execute updated agreement.

MAINTENANCE AGREEMENT PROPOSAL



C04294 Dripping Springs Ranch Park MA ADDITION | MA

1042 Event Center Dr,
Dripping Springs, TX
78620

Proposal #: Q-00056502
License #: TACLA009356C

Prepared for:

Craig Rice

Dripping Springs Ranch Park
6/15/2021

Prepared by:

Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
E-mail: adam.neveu@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin shall perform preventive maintenance of HVAC systems units.

Includes:

- Quarterly maintenance on HVAC systems:
 - Two (2) Daikin Maverick RTUs
 - Two (2) Carrier 17-ton RTUs
 - Two (2) Carrier split systems (3-ton and 4-ton)
 - One (1) Greenheck packaged unit
 - One (1) mini-split system
 - One annual and three operational services
- Annual condenser coil washing
- Annual blower belt replacement
- Quarterly Filter replacement of 2" and 4" pleated air filters, merv 8
- Quarterly cleaning of mini-split washable filter and condensate pump.

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 9/1/2021 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Quarter beginning on 9/1/2021 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$1,857.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$7,428.00 Seven Thousand, Four Hundred Twenty-eight dollars and Zero cents

**Price does not include applicable sales tax*

Year	Amount
year 1	\$7,428.00 (\$1,857/quarter)
year 2	\$7,656.00 (\$1,914/ quarter)
year 3	\$7,896.00 (\$1,974/ quarter)

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Inspection Program Responsibilities

1. **Daikin Applied agrees to:**

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. **Customer agrees to:**

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. **It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:**

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling)

Manufacturer/Model/Serial:

Daikin|MPS040F|FBOU130702190
 Daikin|MPS040F|FBOU130702190
 Carrier|50LC0A17A|4319P25629,
 Carrier|50LC0A17A|4319P25630,
 Carrier|25HBC360A600|1413E04809,
 Carrier|25HBC348A600|3212E10794,
 Grennheck|38MGRQ48E|2619V10524

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Replace air filters and/or media.
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Check condensate pump operation. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check compressor operation. Check oil level in compressor. *
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.

Pre-Cooling (Spring)- Seasonal Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Replace air filters and/or media.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Clean evaporator drain pan and condensate trap. *
- Check condensate pump operation. *
- Check ductwork for condensation and air leaks at the unit. *
- Adjust blower belts if needed, Check for condition, proper tension, and alignment. Replace if required.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check vibration isolation pads and springs. *
- Check unit controls, thermostat, economizer, valves, dampers, louvers, linkage, and shutters. Lubricate all pivot points. *
- Check inlet guide vanes and discharge dampers for proper setup and operation. Lubricate per manufactures recommendations. *
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
- Check motor operating voltage and amperages.
- Check compressor operation.
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Check operation of unit control module. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Coils Services:

- Clean condenser coils.

DAIKIN APPLIED AMERICAS INC. TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.

12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

MAINTENANCE AGREEMENT PROPOSAL



C04294 Dripping Springs Ranch Park MA ADDITION |

MA

1042 Event Center Dr,
Dripping Springs, TX
78620

Proposal #: Q-00056502
License #: TACLA009356C

Prepared for:

Craig Rice

Dripping Springs Ranch Park
6/15/2021

Prepared by:

Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
E-mail: adam.neveu@daikinapplied.com

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin shall perform preventive maintenance of HVAC systems units.

Includes:

- Quarterly maintenance on HVAC systems:
- Two (2) Daikin Maverick RTUs
- Two (2) Carrier 17-ton RTUs
- Two (2) Carrier split systems (3-ton and 4-ton)
- One (1) Greenheck packaged unit
- One (1) mini-split system
 - One annual and three operational services
- Annual condenser coil washing
- Annual blower belt replacement
- Quarterly Filter replacement of 2" and 4" pleated air filters, merv 8
- Quarterly cleaning of mini-split washable filter and condensate pump.

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 11/1/2021 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Quarter beginning on 11/1/2021 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$1,857.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$7,428.00 Seven Thousand, Four Hundred Twenty-eight dollars and Zero cents

**Price does not include applicable sales tax*

Year	Amount
year 1	\$7,428.00 (\$1,857/quarter)
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Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:

Approved by:
Kimberly Moore

(Print Full Legal Name of Customer)
Craig Rice

(Signature)

(Print Full Legal Name of Daikin Applied Representative)
Kimberly Moore

(Signature)

(Title)

District Manager

(Title)

Date:

Jul 12, 2021

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

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Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:
Bill Foulds, Jr.

 (Print Full Legal Name of Customer)
Bill Foulds, Jr.

 (Signature)
Mayor

 (Title)
July 9, 2021

 Date:

Approved by:

 (Print Full Legal Name of Daikin Applied Representative)

 (Signature)

 (Title)

 Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

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Manufacturer/Model/Serial:

Daikin|MPS040F|FBOU130702190
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 Carrier|25HBC360A600|1413E04809,
 Carrier|25HBC348A600|3212E10794,
 Grennheck|38MGRQ48E|2619V10524

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Replace air filters and/or media.
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Check condensate pump operation. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check compressor operation. Check oil level in compressor. *
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.

Pre-Cooling (Spring)- Seasonal Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Replace air filters and/or media.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Clean evaporator drain pan and condensate trap. *
- Check condensate pump operation. *
- Check ductwork for condensation and air leaks at the unit. *
- Adjust blower belts if needed, Check for condition, proper tension, and alignment. Replace if required.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check vibration isolation pads and springs. *
- Check unit controls, thermostat, economizer, valves, dampers, louvers, linkage, and shutters. Lubricate all pivot points. *
- Check inlet guide vanes and discharge dampers for proper setup and operation. Lubricate per manufactures recommendations. *
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
- Check motor operating voltage and amperages.
- Check compressor operation.
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Check operation of unit control module. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Coils Services:

- Clean condenser coils.

DAIKIN APPLIED AMERICAS INC. TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject to all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.

12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

CERTIFICATE OF INTERESTED PARTIES

FORM 1299

Item 7.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Daikin Applied Americas Inc. d/b/a Daikin Applied
San Antonio, TX United States

Certificate Number:
2021-777160

Date Filed:
07/12/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

Date Acknowledged:
07/12/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DAI07062021

Heating, ventilation and air conditioning equipment and parts maintenance agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daikin Applied Americas Inc. d/b/a Daikin Applied	Minneapolis, MN United States	X	
	Neveu, Adam	San Antonio, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Daikin Applied Americas Inc. d/b/a Daikin Applied
 San Antonio, TX United States

Certificate Number:
 2021-777160

Date Filed:
 07/12/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 DAI07062021
 Heating, ventilation and air conditioning equipment and parts maintenance agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daikin Applied Americas Inc. d/b/a Daikin Applied	Minneapolis, MN United States	X	
	Neveu, Adam	San Antonio, TX United States		X

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Michael Toomey, and my date of birth is December 28, 1969.

My address is 19763 Exchange Tr, Farmington, MN, 55024, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hennepin County, State of Minnesota, on the 12th day of July, 2021.
(month) (year)

DocuSigned by:


1E5014F90A4F412...

Signature of authorized agent of contracting business entity
 (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

City of Dripping Springs

JUL 12 2021

Rec'd by City Secretary

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

Daikin Applied Americas Inc. d/b/a Daikin Applied

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 DocuSigned by:

Michael Doomey

Signature of Vendor doing business with the governmental entity

7/12/2021

Date



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: 08/17/2021

Agenda Item Wording: Approval of updated rate sheet with additional services for Gilpin Engineering..

Agenda Item Requestor:

Summary/Background: City staff has worked with Gilpin Engineering for many years as City Engineer. This updated rate sheet does not increase the rates, but adds the additional service of planning services to the rates so that we may utilize the full range of services.

**Commission
Recommendations:**

**Recommended
Council Actions:** City staff recommends approval.

Attachments:

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

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT**

This Amendment to the Agreement entered into on or around December 2017, is made and entered into on August 17, 2021, by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and **Gilpin Engineering Company** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

- 1. **Rate for Additional Services:** The attached rate sheet is adopted which includes a rate for additional services-planning services-as Attachment "A".
- 2. **Entire Agreement:** This Amendment to this Original Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Amendment incorporates the Original Agreement from 2017.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Bill Foulds, Mayor

Chad Gilpin, P.E.

Date

Date

ATTEST:

Andrea Cunningham, City Secretary



HOURLY RATE SCHEDULE

City Engineering Services – Dripping Springs, TX

Gilpin will provide all work, unless otherwise agreed to by the City and Gilpin Engineering Company, on an hourly basis for the following hourly rates:

HOURLY RATES

Registered Engineer	\$ <u>150</u>
Design Engineer	\$ <u>100</u>
Engineering Technician	\$ <u>75</u>
Registered Surveyor	\$ <u>125</u>
Surveying Technician	\$ <u>75</u>
Planner	\$ <u>120</u>
Inspector	\$ <u>75</u>
Administrative Assistant	\$ <u>60</u>

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 19th day of December, 2017 and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City”) and **Gilpin Engineering Company**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Description of Services:** The City, in connection with carrying out the duties of its various public works, ordinances, and permits regarding roads, driveways, drainage, subdivisions, site development, water quality, and other development related activities, requires the services of qualified personnel to assist the City in performing these duties as City Engineer. The Contractor shall perform the below duties as needed by the City.
 - (a) Chad Gilpin shall act as City Engineer.
 - (b) City Engineer services for design and/or contract documents suitable for bidding purposes for all City public works projects including streets, water and wastewater infrastructure, water storage facilities, storm drain systems, culvert and bridge design, traffic and transportation systems, all-purpose trails, parks, and landscaping.
 - (c) Manages engineering services related to master plans and capital improvements projections, plat review, site plan review, flood damage prevention, other engineering related studies and project cost estimating.
 - (d) Oversees the checking of plans and specifications for compliance with city ordinances and policies.
 - (e) Retain copies of the Official Maps of the City of Dripping Springs at his office.
 - (f) Contractor shall deliver written reports to City Hall via mail, in person, email, or other electronic means as appropriate.
 - (g) If the City’s assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or Contractor at the City’s discretion. Contractor does not have the authority to unilaterally select another contractor to perform the work the Contractor was assigned. Contractor shall assist the City in the selection of additional contractors when requested by the City.
 - (h) Contractor may from time to time be called upon to perform the following services:

- (1) Attend meetings of the City Council, when requested by the Mayor, City Administrator, or Deputy City Administrator; and/or
 - (2) Attend other public or private meetings involving review of engineering matters related to the duties performed under this Agreement.
- (i) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City. Contractor agrees to abide by the Texas Engineering Practice Act and Rules as established by the Texas Board of Professional Engineers when professional engineering is used in performance of Contractor's duties and responsibilities.
 - (j) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (k) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - (l) Performs other related duties as needed.
2. **Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal.
 3. **Duration:** This Agreement shall be in effect for a period of one year (12 months), unless terminated as provided below.
 4. **Renewal:** This Agreement shall automatically renew for successive one-year periods unless: (a) terminated, as set out below, or (b) either party provides notice of intent not to renew to the other party thirty (30) days prior to the end of the current term.
 5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
 6. **Relationship of Parties:** It is understood by the parties that Contractor 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 Contractor. The City may contract with other individuals for firms for engineering services.

- 7. Limitations:** During the period the Consultant is covered by this agreement, the Consultant will contact the City in writing if a potential conflict of interest with a third party client may exist. If the City Council finds that a project for a third party client of the Consultant has a direct conflict with the City, the City Council shall contact the Consultant in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
- 8. Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
- 9. 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).
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_form1295.htm
- 10. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor to provide a copy of insurance coverage to City at least ten (10) days prior to 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. .
- 11. 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, Contractor's employees, if any, and Contractor's agents.
- 12. Limit of Liability:** To the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses damages, or claim expenses arising out of the Consultant's performance under this agreement, shall not exceed what is insurable by Consultant's insurance policies. Such causes include, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

- 13. Dispute Resolution:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable and just costs and attorney's fees as determined by the court.
- 14. 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.
- 15. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
 City of Dripping Springs
 P.O. Box 384
 Dripping Springs, TX 78620
 512-858-4725

For the Contractor:

Attention: Chad Gilpin
 Gilpin Engineering Company
 8908 Gallant Fox Rd.
 Austin, TX 78737
 512-587-1160

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 16. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
- 17. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 18. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 19. 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.

20. Applicable Law: The laws of the State of Texas shall govern this Agreement.

21. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:



Todd Purcell, Mayor

CONTRACTOR:



Chad Gilpin, P.E.

December 19, 2017

Date

12-19-17

Date

ATTEST:



Andrea Cunningham, City Secretary





HOURLY RATE SCHEDULE

City Engineering Services – Dripping Springs, TX

Gilpin will provide all work, unless otherwise agreed to by the City and Gilpin Engineering Company, on an hourly basis for the following hourly rates:

HOURLY RATES

Registered Engineer	\$ <u>150</u>
Design Engineer	\$ <u>100</u>
Engineering Technician	\$ <u>75</u>
Registered Surveyor	\$ <u>125</u>
Surveying Technician	\$ <u>75</u>
Inspector	\$ <u>75</u>
Administrative Assistant	\$ <u>60</u>



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Melanie Blakely, Community Services Coordinator

Council Meeting Date: 8.17.2021

Agenda Item Wording: 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

Agenda Item Requestor: Dripping Springs Visitors Bureau, Pam Owens, President

Summary/Background: The Dripping Spring Visitors Bureau is now the host for the beloved Dripping Springs Songwriters Festival. They have submitted a Special Event Permit application for the 2021 Dripping Springs Songwriters Festival. Similar to previous years, the request is to hold the event in the Mercer Street and Old Fitzhugh Road vicinity, including stages at seven local venues. The event dates are Friday, October 15th through Sunday, October 17, 2021. The event times are Friday from 2pm to 9pm, Saturday from 12pm to 9pm, and Sunday from 2pm to 8pm. The event includes a temporary street closure on Sunday, which is a separate agenda item. The city is a co-sponsor of the event. The applicant requests permission to use the City Hall, Veterans Memorial Park, and the Stephenson Building lot for event parking.

Recommended Council Actions: Approve request contingent on City Administrator and Emergency Management Coordinator approving the number of Deputy Constables/Deputy Sheriffs and their scheduled patrol times and approving the public notice letter that will be sent to affected properties.

Attachments: Special Event Permit Application

Next Steps/Schedule: Inform DSVB of City Council decision.



Application # _____
 Date Received 8.13.2021 Accepted by Melanie Blakely
 Date Complete _____ Approved _____ Denied _____
 Conditions _____

PERMIT FOR SPECIAL EVENTS ON 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	<u>Pam Owens</u>	
Entity (if applicable)	<u>Dripping Springs Visitors Bureau</u>	
Mailing Address	<u>PO Box 206 DS TX 78620</u>	
Phone	<u>512-858-4740</u>	
Email	<u>pam@destination drippingsprings.com</u>	
Date	<u>8-12-21</u>	

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: Pam Owens Date: 8-12-21

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 Songwriters Festival	
Purpose of the Event Community festival supporting music, overnight stays, shopping, restaurants	
Location (Street Address or Property Tax ID) Historic Districts Mercer Street & Old Fitzhugh Rd	
Date(s) of the Event (If this is a recurring event, please attach separate list of dates and times) Oct 15-17, 2021	
Start Time Oct 15 - 2pm - 9pm Oct 16 - 12pm - 9pm Oct 17 - 2pm - 8pm	
End Time	
Set-Up Begins Oct 15 8 AM	
Clean-Up Ends Oct 17 8 PM	
Estimated Attendance 3,000 over 3 day period	

Special Event Plan – Dripping Springs Songwriters Festival 2021

1) Site Plan

a & b.

Each of the 7 venues have toilets and handwashing (see map)

The Barber Shop – 2 toilets, 2 handwashing sinks

Acopon Brewing – 2 toilets, 2 handwashing sinks

Mazama Coffee – 1 toilet, handwashing sink

Hudson's on Mercer – 4 toilets, 2 handwashing sinks

Grawlix/Warehouse District – 4 toilets, 4 handwashing sinks

Dog 'n' Bone – 3 toilets, 3 handwashing sinks

Sidecar Tasting Room – 2 toilets, 2 handwashing sinks

Will include 1 handicap portable toilet portable toilet and 1 handwashing station at:

East side of DS Rental building

Sidecar Tasting Room

Dog 'n' Bone

c. Parking on Mercer and other city street spaces, at City Hall lot after 5pm on Friday and all day Saturday, parking at Stephenson Building and Triangle (asking VFW if they want to manage).

Will let First Baptist Church and other neighboring locations with parking lots that they could have paid lots during Festival.

d. Tents at the following locations:

Friday & Saturday

Between The Barber Shop and Starrs (Dripping Springs Cook-off Club) 10' x 10'

Mazama Coffee Co 20' x 20'

Dog 'n' Bone 20' x 20'

Sidecar Tasting Room 20' x 20'

Sunday 20' x 50' - Closed street in front of The Barber Shop

e. All 7 of the venues will serve food and 2 additional food trailers to be in the private parking lot on Mercer Street next to Home Sweet Home. All temporary food trailers/organizations will be permitted by the City according to the Dripping Springs City Code.

f. Non-alcoholic beverages will be served by all venues and food vendors.

g. Alcoholic beverages will only be sold by the 7 licensed venues and given away at The Station on Mercer Street, rented to Dripping Springs Distilling as a hospitality room for the songwriters and the VIP badge holders.

h. Fire extinguishers will be at all 7 venues and all itinerant food vendor locations.

- i. Stages will be at all 7 venues with small BOSE speakers. Performers will only use their guitars – no other instruments or “canned” music.
- j. No bleachers
- k. No retail merchants other than those existing brick & mortar in the Historic Districts.
- l. First Aid will be located at DS Rental area at 299 Mercer Street. EMS will be informed of the event.
- m. All venues and food vendors will have trash receptacles as well as we request to use all city receptacles. We need the city’s assistance with trash pickup (as requested on the co-sponsor application) Festival volunteers will take trash bags to back of DS Rental for pick-up.
- n. Recycling containers – currently no plan but could change if an organization would like to handle.
- o. Barricades on engineering plan. Request city staff assistance for street barricade installation for Sunday, October 17, street closure and take down barricades by 8pm on same day. (as requested on the co-sponsor application)
- p. No trailers, vehicles, storage vehicles to be on city property.
- q. No additional fire lanes unless required by Fire Department during inspection.
- r. Banners on each venue stage – 4’ x 8’
4’ x 8’ banner at Triangle indicating festival and locations
Sandwich board signs outside of each venue (near street) to designate name of sponsored stage and show schedule. Signs are 3’ x 4’ (sandwich boards larger) - We will need to borrow the City’s sandwich boards
- s. No temporary lighting
- t. Security provided by off-duty constable officers
- u. No generator
- v. Assembly area at DS Rental location for rented chair drop-off and pick-up. Artist merchandise table, volunteer sign-in and first aid at this area also.

2) Sound Control

- a. Sound – have hired a professional sound manager to direct all sound technicians at each venue and will abide by noise rules for City. Technicians will be at all 7 venues throughout the festival.
- b. Will abide by sound control plan.
- c. All shows will be over by 9pm.
- d. Voice & music amplification schedule:
Friday: 1:30pm sound checks with shows starting at 2pm until 9pm
Saturday: 11:30am sound checks with shows starting at 12noon until 9pm

3) Maintenance and Clean Up:

In the co-sponsor agreement cover letter we asked for assistance from city staff for trash pick-up on Friday-Sunday, October 15-17. We will use all City and the 7 venue receptacles and will have volunteers to pick up bags from receptacles and place behind DS Rental for City staff to remove Friday-Sunday.

4) Monitoring and security:

- a. Festival management and volunteers will monitor Mercer Street and Old Fitzhugh Road venues and streets by means of golf carts on the street and volunteer presence in venues at all times. Festival management and volunteers will be evident by their shirt color and badges.
- b. Off-duty Hays County constable deputies will be employed to have a walking and vehicle presence in the downtown area during the following time periods:
Friday, October 15 – 5:00-10:00 pm
Saturday, October 16 – 3:00 -10:00 pm
Waiting on plan from the Constable's office.
- c. All owner and tenant notification will be provided after completed.
- d. Contact numbers and office address for the Dripping Springs Visitors Bureau president (Pam Owens) is on all letters to nearby residents, emergency services, utility companies and venue owners/managers.

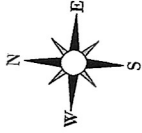
5) Neighborhood Notification

- a. Letter is ready to notify neighbors September 1
- b. Will provide City documentation after delivery

6) Fee to be provided by check from Dripping Springs Visitors Bureau.

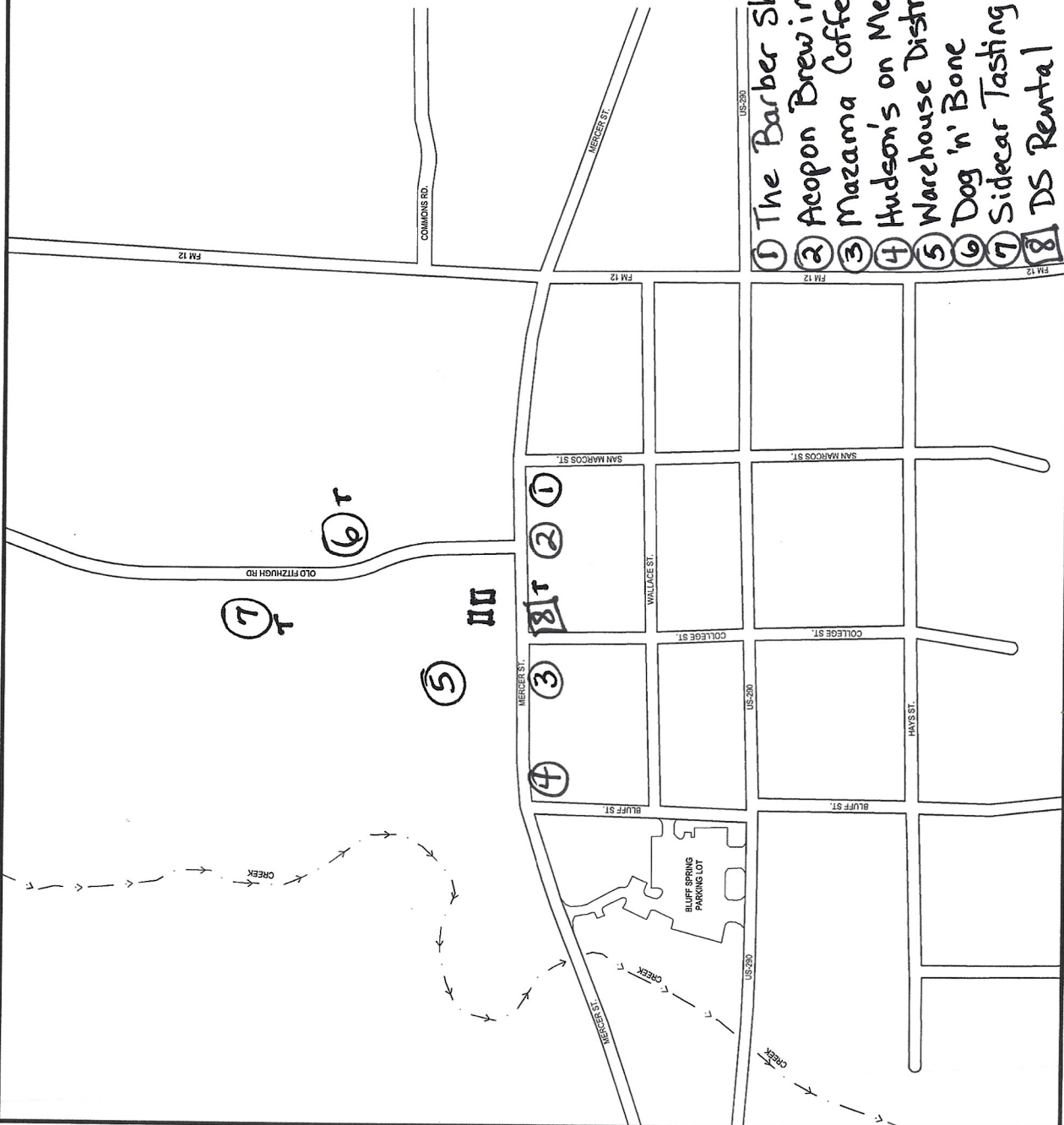
7) Proof of insurance provided.

8) License for itinerant vendor's license will be provided by each vendor as defined by the City of Dripping Springs City Code.



0' 100' 200'
SCALE: 1" = 200'

LEGEND
--- CREEK CENTERLINE



- ① The Barber Shop 207 Mercer St
- ② Acopon Brewing 211 Mercer St
- ③ Mazama Coffee Co 301 B Mercer St
- ④ Hudson's on Mercer 381 Mercer St
- ⑤ Warehouse District 332 Mercer St
- ⑥ Dog 'n' Bone 310 Old Fitchugh Rd
- ⑦ Sidecar Tasting Room 501 Old Fitchugh Rd
- ⑧ DS Rental 299 Mercer St

Item 9.
T - Portable Toilets w/ hand washing sinks
□ - Food Truck (2)



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)	Item 9.
3/9	

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 Watkins Insurance Group - Austin 3834 Spicewood Springs Rd, Ste 100 Austin TX 78759	CONTACT NAME: Stefani O'Donald PHONE (A/C No. Ext): 512-276-5361 E-MAIL ADDRESS: sodonald@watkinsinsurancegroup.com	FAX (A/C, No): 512-452-0999
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Dripping Springs Visitor Bureau Pam Owens, CEO P.O. Box 206 Dripping Springs TX 78620	DRIPSPR-07	

COVERAGES

CERTIFICATE NUMBER: 1539958166

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6024697976	1/26/2021	1/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6024697976	1/26/2021	1/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)
 Blanket Additional Insured per written contract

CERTIFICATE HOLDER

CANCELLATION

City of Dripping Springs	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



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Melanie Blakely, Community Services Coordinator

Council Meeting Date: 8.17.2021

Agenda Item Wording: Discuss and consider approval of a Temporary Street Closure Permit application to close a portion of Mercer Street for the 2021 Dripping Springs Songwriters Festival on October 17, 2021.

Agenda Item Requestor: Dripping Springs Visitors Bureau, Pam Owens, President

Summary/Background: The Dripping Springs Visitors Bureau has submitted a Street Closure Permit application for the 2021 Dripping Springs Songwriters Festival. The request is for a one block section of Mercer Street between San Marcos Street and Old Fitzhugh Road to be closed for the event. Date of closure: Sunday, October 17, 2021, between the hours of 9:00am and 6:00pm. City Engineer Chad Gilpin prepared the street closure plan and Emergency Management Coordinator Roman Baligad reviewed and approved the plan.

Recommended Council Actions: Approve request.

Attachments: Street Closure Permit Application

Next Steps/Schedule: Inform the Dripping Springs Visitors Bureau of City Council decision.

Received on/by:
08.11.2021 - Kelly Schmidt
Date, initials



Application for a

TEMPORARY ROAD CLOSURE PERMIT

Applicant Name/Organization: Dripping Springs Visitors Bureau

Contact Person: Pam Owens

Address: 509 Mercer St

City: DS State: TX Zip Code 78620

Phone Numbers: Office 512-858-4725 Cell: 512-658-4942

Email Address: pam@destinationdrippingsprings.com

Street(s) to be Closed
Mercer St.

From San Marcos To College
(intersection/block) (intersection/block)

From Old Fitzhugh Rd @ Mercer St
(intersection/block) (intersection/block)

Requested date(s) and time(s) of closing:
From 9:00 am/pm on 10/17/21 to 6:00 am/pm on 10/17/21

Reason for Closing Songwriters Festival After-Party

Dripping Springs Visitors Bureau
Destination Dripping Springs
PO Box 206 Dripping Springs, TX 78620
512.858.4740

February 25, 2021

City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

Re: Temporary Road Closure Permit

Temporary Road Closure Plan:

One block section of Mercer Street between San Marcos Street and Old Fitzhugh Road
Date of closure: Sunday, October 17, 2021 between the hours of 9:00am and 6:00pm

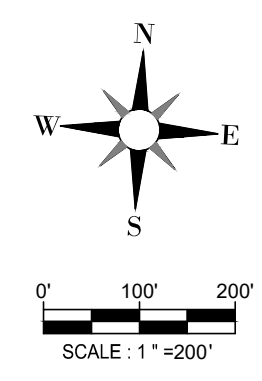
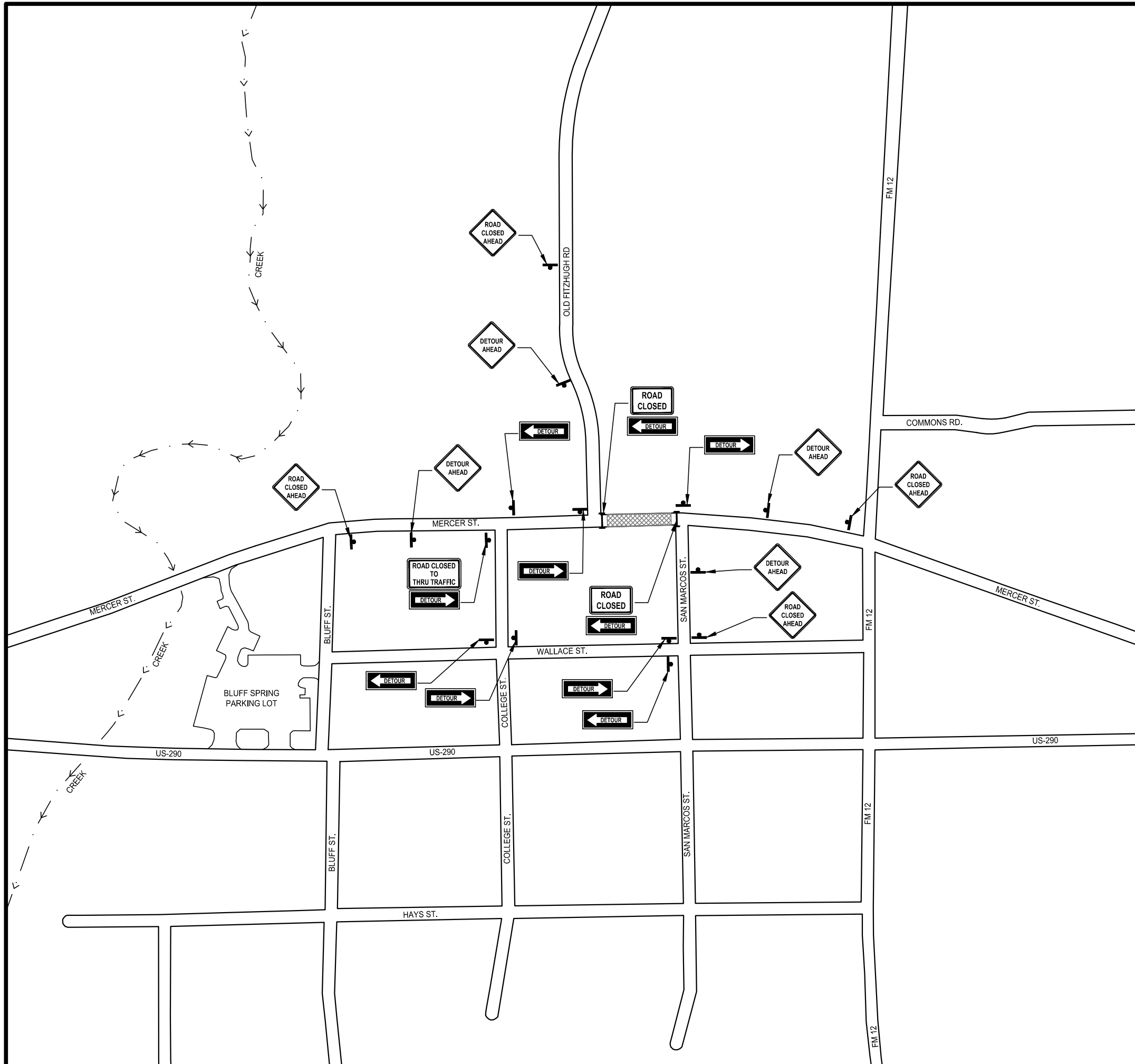
Road will be closed to allow the erection of a temporary 20' x 60' tent for the final portion of the Dripping Springs Songwriters Festival to be held on Sunday, October 17, 2021. The closure will be on a Sunday which will have minimal effect on businesses and residents in that area but we will notify them in advance. This is same plan used in 2018 and 2019 without any complaints.

Traffic flow plan: Westbound traffic on Mercer Street will be diverted onto San Marcos Street heading south, then onto Wallace Street, then College Street, then back to Mercer Street. At that point the traffic can either resume westbound travel or head east to Old Fitzhugh Road. Traffic on San Marcos Street and Old Fitzhugh Road will be closed. Please see attached map.

We request City assistance for road blocking barriers.

Please contact me if you have further questions.

Pam Owens
President/CEO
Dripping Springs Visitors Bureau



LEGEND

I	TYPE III BARRICADE
— —	SIGN
▨	EVENT AREA
- - - - -	CREEK CENTERLINE

NOTES:

1. TRAFFIC CONTROL PLANS SHOWN ARE A MINIMUM REQUIREMENT. THE PERMITTEE SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS, BARRICADES, FLAGMEN, OR OTHER TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC. ALL TRAFFIC CONTROLS SHALL BE COMPLIANT WITH CURRENT TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

Item 10.

T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-8266
 9701 BRODIE LANE #203
 AUSTIN, TX 78748
 PH: 512.220.8100

ENGINEER'S SEAL:

COPYRIGHT NOTICE:
 THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE

DATE: 08/11/2021
 DESIGNED BY: BL
 CHECKED BY: CWG
 PROJ #: TCP 2021-0001

DRIPPING SPRINGS
Texas

PROJECT:
**DRIPPING SPRINGS
 SONGWRITERS
 FESTIVAL**

SHEET TITLE:
TRAFFIC CONTROL PLAN

TCP-01

01 OF 01 76



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: August 17, 2021

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

Agenda Item Requestor: Robbie Zamora, PRC Chair

Summary/Background: The Parks & Recreation Commission is an eight-member advisory commission responsible for making recommendations to the city council regarding the acquisition, development, utilization, operation, improvement, equipment and maintenance of all park playgrounds and recreational areas owned or controlled by the city. The Commission is also responsible for making recommendations to the city council pertaining to the city’s master park plan.

Commissioners are appointed by City Council with four (4) members serving at-large, two (2) members serving as representatives of the Dripping Springs Independent School District, and two (2) members serving as representatives of the Dripping Springs Youth Sports Association.

Current Commission

<i>Member</i>	<i>Seat</i>	<i>Term</i>
Robbie Zamora, Chair	At-Large	06/30/21
Eric Russell, Vice Chair	DSYSA Representative	06/30/22
Paul Fushille	At-Large	06/30/21
Wade King	At-Large	06/30/22
Amber Ballman	At-Large	06/30/21
Matthew Fougerat	DSISD Representative	06/30/22
Eric Henline	DSISD Representative	06/30/22
Matthew Zarbaugh	DSYSA Representative	06/30/21

Chair Robbie Zamora and Commissioner Amber Ballman will be stepping down, and Commissioners Matthew Zarbaugh and Paul Fushille have requested reappointment.

Public notice was sent for applications for appointment and open positions were advertised on the website. The following applications were received which will be marked private due to personal and confidential information therein.

<i>Applicant</i>	<i>Seat</i>
*Aaron Bond (2020)	At-Large
*Lee Sawyer (2020)	At-Large
*Arthur Gollwitzer (2020)	At-Large
Elizabeth Bryant	At-Large
Hope Boatright	At-Large
Kristy Caldwell	At-Large
Tara Satine	At-Large

*Per City policy, applicants not appointed shall remain on file for two (2) years. These applicants were notified that their applications would be included for consideration. No responses were received from the applicants and applications are included City policy.

Commission Chair Recommendations:

Chair Robbie Zamora interviewed candidates and recommends the appointment of Tara Satine and Kristy Caldwell for At Large positions.

Recommended Council Actions:

Staff recommends the reappointment of Paul Fushille (At Large) and Matthew Zarbaugh (DSYSA), and the appointment of two individuals to the Parks & Recreation Commission for terms ending June 30, 2023.

Attachments:

- 1. Applications for Appointment
- 2. Interview Panel Recommendation

Next Steps/Schedule:

- 1. Notify applicants of Council decision – welcome letters and denial letters
- 2. Update website and master roster
- 3. Notify commission of appointments and send updated roster
- 4. Send calendar invite to appointees



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Craig Rice, Maintenance Director

Council Meeting Date: August 17, 2021

Agenda Item Wording: Discuss and consider approval of the selection of bidder related to the Butler Ranch Road and Pin Oak Street Rehabilitation Project

Agenda Item Requestor:

Summary/Background: Notice of soliciting bids for the Butler Ranch Road and Pin Oak Street Rehabilitation was issued with deadline for contractors to submit sealed bids by 2:00pm on July 29, 2021. One (1) Contractor submitted a bid package before the required deadline. The City Engineer confirmed the contractors bid estimates to be accurate. Lone Star Sitework, LLC submitted a sealed bid before the required deadline with all the required items and meets the qualifications required in the bid package.

Recommended Council Actions: Staff recommends awarding Lone Star Sitework, LLC with the Butler Ranch Road and Pin Oak Street Rehabilitation Project.

Attachments:

1. City Engineer Recommendation
2. Bid Tabulation
3. Lone Star bid submission

Next Steps/Schedule:



July 30, 2021

Craig Rice
Maintenance Director
City of Dripping Springs

RE: Butler Ranch Rd. & Pin Oak St. – Roadway Rehabilitation Project
Recommendation of Award

One (1) bid for the referenced project was received at the bid opening on July 29, 2021:

- Lonestar Sitework, LLC

The bid has been tabulated and found to be consistent with the Engineer's Estimate of Probable Construction Cost. The amount of bid is:

\$ 292,087.25.

I recommend award of the construction contract for the *Butler Ranch Rd. & Pin Oak St., Roadway Rehabilitation Project* to **Lonestar Sitework, LLC** based on evaluation of the bid response package.

Attached for reference is the bid tabulation and a copy of the submitted bid response package. Please feel free to call me at 512-220-8100 if you have any questions regarding this recommendation.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Lonestar Sitework Bid Response Package

City of Dripping Springs, Texas

**DRAFT
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the _____ day of August, 2021 (“Effective Date”) by and between Lone Star Sitework, LLC (a Texas limited liability City), whose address is P.O. Box 1867, Wimberley, Texas 78676 (hereinafter called the “Contractor”), and the CITY OF DRIPPING SPRINGS (hereinafter called the “City”) acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **Butler Ranch Rd. & Pin Oak St., Roadway Rehabilitation Project** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. Contractor’s Duties.

2.1. Construction. Contractor shall construct all Improvements embraced in the **Butler Ranch Rd. & Pin Oak St., Roadway Rehabilitation Project** as described in the bid documents.

2.2. Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the

City of Dripping Springs, Texas

work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3. Completion of Work. Work, in accordance with the Contract dated the _____, **2021**, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **thirty-five (35) consecutive working days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4. Invoicing. Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned other Contractor for correction and re-submittal.

2.5. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City’s liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker’s compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6. Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor’s cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, “Corrective Work”). The City’s failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of

City of Dripping Springs, Texas

any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7. Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8. 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). Contractor agrees by approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

City of Dripping Springs, Texas

ARTICLE 3. The Contract Price.

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of **\$292,087.25**. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor’s charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City’s expense, upon reasonable advance notice at the offices of Contractor and during Contractor’s normal business hours, to inspect, copy, and audit all records (except Contractor’s trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City’s account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor’s books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. The Contract.

The executed contract documents shall consist of the following components:

- a. This Contract
- b. General Conditions
- c. Plans
- d. Specifications
- e. Instructions and Notice to Bidders
- f. Performance and Payment Bond
- g. Certificate of Insurance
- h. Wage Rates
- i. Addenda
- j. Contractor’s Signed Bid Form

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the

City of Dripping Springs, Texas

Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended.

ARTICLE 5. Termination and Delays

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions.*

ARTICLE 6. Miscellaneous

6.1. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract or its the bid documents described above.

6.2. Amendment. This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3. Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

City of Dripping Springs, Texas

6.4. Notice. Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

City Administrator
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

If to the Contractor:

6.5. Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

6.6. Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

6.7. Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

6.8. Entire Contract. This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

City of Dripping Springs, Texas

6.09. Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

ATTEST:

ATTEST:

(The Contractor)

(The City of Dripping Springs)

By _____
Title: _____, President

By _____
Title: Secretary/Treasurer

Corporate Certifications

I, _____, certify that I am the Secretary/Treasurer of the corporation named as Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then President of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

Butler Ranch Rd. & Pin Oak St.
Roadway Rehabilitation
Project

City of Dripping Springs, Texas

CITY OF DRIPPING SPRINGS

ATTEST:

By _____
Title: Mayor

By _____
Title: City Secretary

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF

BUTLER RANCH ROAD
PIN OAK STREET
ROADWAY REHABILITATION PROJECTS**

Prepared For:



511 Mercer Street
Dripping Springs, Texas 78620
(512) 858-4725

Prepared by:



9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-9266



6-14-21

June 2021

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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

DIVISION A
BIDDING INFORMATION & REQUIREMENTS

NOTICE TO BIDDERS

Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St., City Hall Building, Dripping Springs, Texas**, until **2:00 p.m. on Thursday, July 1, 2021**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the “Project” titled **Butler Ranch Rd. & Pin Oak St., Roadway Rehabilitation Project** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked;

“BUTLER RANCH ROAD & PIN OAK STREET ROADWAY REHABILITATION PROJECT”

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier’s check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas, 78620**

The Butler Ranch Road Project generally includes: 550 linear feet of full depth roadway repair with recycled asphalt, two course surface treatment and roadside ditch grading maintenance.

The Pin Oak Street Project generally includes: 1,120 linear feet of full depth roadway repair with recycled asphalt and two course surface treatment. Removal and replacement cross culverts and roadside ditch grading maintenance.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at cgilpin@cityofdrippingsprings.com beginning **June 11, 2021**. A bid package set will also be available for viewing at City of Dripping Springs City Hall.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

An **Optional Pre-Bid conference** with prospective bidders will be held on **Tuesday, June 22, 2021, at 11:00 a.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
 - *Sign Bid*
 - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
 - List *Unit Bid Price* for each item
 - List *Total Amount of Bid*
 - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
 - Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL AND TWO (2) COPIES OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL OR COPY. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on June 23, 2021**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.
5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test

and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, telegraph, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not

due until the work is completed and accepted by the City. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of **\$400 per day** to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

17. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.
18. The Instructions to Bidders, Forms of Bid, Form of Contract, Plans, Specifications, Form of Bid Bond, Performance and Payment Bonds, and other contractual documents may be examined free of charge at the City of Dripping Springs, 511 Mercer St., Dripping Springs, Texas, 78620.
19. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

DIVISION E TECHNICAL SPECIFICATIONS

All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

Where both Hays County and TxDOT specifications are named in the schedule of quantities the direction provided by Hays County specifications shall supersede where in conflict with the TxDOT specifications item.

Where additional specification information and notes are provided on the schedule of quantities plan sheet that conflicts with either the TxDOT or Hays County specification the additional specification information and notes provided on the schedule of quantities plan sheet shall supersede.

In addition, the following TxDOT Special Specification shall be utilized for this project:

- TXDOT SS3089 Full Depth Reclamation Using Asphalt Emulsion (Road Mixed)

Special Specification 3089

Full Depth Reclamation Using Asphalt Emulsion (Road-Mixed)



1. DESCRIPTION

Perform full depth reclamation (FDR) using an in-place mixing process to obtain a homogenous mixture of the existing surface and the underlying base material (with or without new material and additive added) using an emulsified asphalt.

2. MATERIALS

Furnish uncontaminated materials of uniform quality in accordance with the plans and specifications. Notify the Engineer of the proposed material sources and, when necessary, changes to material sources. The Engineer will verify the specification requirements are met before approving the sources for use. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Emulsion.** Furnish standard or high yield emulsion in accordance Table 1, unless otherwise shown on the plans. Provide emulsified asphalt that is homogenous, does not separate after thorough mixing.

**Table 1
Emulsified Asphalt Properties**

Property	Test Procedure	Standard Emulsion		High Yield Emulsion	
		Min	Max	Min	Max
Residue from distillation, %	AASHTO T 59	60	-	63	-
Oil distillate by distillation, %	AASHTO T 59	-	0.5	-	0.5
Sieve Test, %	AASHTO T 59	-	0.1	-	0.1
Penetration, 25°C, dmm	AASHTO T 49	55	95	120	-
Viscosity SFS @ 25°C, sec	AASHTO T 59	20	100	20	100
<i>Tests on rejuvenating agent:</i>					
BWOA, % ¹	***	-	-	2	-
Viscosity 140 °F, cSt	AASHTO T201	-	-	50	175
Flash Point, COC, °F	AASHTO T48	-	-	380	-
Solubility in n-pentane, % by weight	D2007	-	-	99	-
Polyphosphoric Acid (PPA), % BWOA	MTD ²	-	0.5%	-	0.5%
Re-Refined Engine Oil Bottoms (REOBS), % BWOA	MTD ²	-	5.0%	-	5.0%

1. BWOA = By Weight of Asphalt. Provide a manufacturer's certificate of analysis with the percent of rejuvenator added.

2. When required, this material property will be determined by the Materials & Tests Division (MTD).

- 2.2. **Additional Material.** When shown on the plans, required by the mixture design, or as directed, furnish base or reclaimed asphalt pavement (RAP) material meeting the requirements of Item 247, "Flexible Base" for the type and grade required.
- 2.3. **Additive.** When shown on the plans, required by the mixture design, or as directed, use the type and amount of additive required. Do not exceed 1.5% by weight of material, unless otherwise shown on the plans.

- 2.3.1. **Lime.** When shown on the plans, required by the mixture design, or as directed, furnish lime in accordance with DMS-6350, "Lime and Lime Slurry," and DMS-6330, "Pre-Qualification of Lime Sources." Use hydrated lime or commercial lime slurry as required.
- 2.3.2. **Cement.** When shown on the plans, required by the mixture design, or as directed, furnish hydraulic cement in accordance with DMS-4600, "Hydraulic Cement," and the Department's Hydraulic Cement Quality Monitoring Program (HCQMP). Sources not on the HCQMP will require testing and approval before use.
- 2.3.3. **Fly Ash.** When shown on the plans, required by the mixture design, or as directed, furnish fly ash in accordance with DMS-4615, "Fly Ash for Soil Treatment." Use Class CS or FS as shown on the plans.
- 2.4. **Mixture Design.** The Engineer will provide an approved mixture design, unless otherwise directed, generated using the Materials & Tests Division (MTD) mixture design procedure before the start of any work pertinent to this item. Provide the Engineer with samples of standard or high yield emulsified asphalt. The mixture design must meet the requirements listed in Tables 1 and 2 and report the optimum moisture content, maximum dry density, percent additive when applicable, percent of additional material when applicable, percent of existing material, type of emulsified asphalt, percent residue by distillation, and the optimum percent emulsion content.
- 2.5. **Mixture Design Verification.** When directed, provide the Engineer with representative samples of all materials that will be included in the treatment process before the start of production. The Engineer will verify the target emulsion content and when applicable, the target additive content that produces a mixture to meet the requirements listed in Tables 1 and 2. When the mixture fails to meet the material requirements listed in Tables 1 and 2, the Engineer may provide a new mixture design.
- 2.6. **Water.** Furnish water free of industrial waste and other objectionable material.

**Table 2
Laboratory Mixture Design Properties**

Mixture Property ¹	Test Method	Minimum Requirement
Indirect Tensile Strength (IDT) psi	Provided by MTD	50
Moisture Conditioned ² IDT, psi		30
Moisture Conditioned ² Unconfined Compressive Strength (UCS) ³ , psi		120

1. Oven dry test specimens at 104 ± 5°F for a minimum of 72 hr. after compaction.
2. MTD will provide the procedure for moisture conditioning test specimens. Moisture conditioning will be performed by submerging test specimens in water for 24 ± 1 hr. before IDT and UCS strength testing.
3. Average of a minimum of two test specimens.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

- 3.1. **Storage Facility.** Store cement, quicklime, dry hydrated lime, and fly ash in closed, weatherproof containers.
- 3.2. **Slurry Equipment.** Use slurry tanks equipped with agitation devices to slurry cement, hydrated lime, or quicklime at the project or at another approved location. The Engineer may approve other slurry methods. Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I.
- 3.3. **Dry Distribution Equipment.** Provide equipment to spread the cement or lime or fly ash evenly across the area to be treated. Provide equipment with a rotary vane feeder to spread the cement or lime, when shown on the plans.
- 3.4. **Rollers.** Provide rollers in accordance with Item 210, "Rolling."

- 3.5. **Proof Rollers.** Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.
- 3.6. **Reclaimer for Emulsion Treatment.** Use a reclaimer with the following equipment and capabilities:
- self-propelled mixer capable of fully mixing the existing road to the depth shown on the plans with emulsion, water, and when applicable, additives and additional material to produce a homogeneous material;
 - minimum power capability of 400 horsepower;
 - ability to mix the roadway with the additive and additional materials, when applicable, in a single pass for the width and depth specified by the plans;
 - ability to add emulsion with a full width spray bar consisting of a positive displacement pump interlocked to the machine speed such that the amount of emulsion added is automatically adjusted with changes of machine speed;
 - equipped with an emulsion injection system capable of accurately adding up to 8 gallons per square yard of emulsified asphalt; and
 - emulsion injection system spray bar equipped with individual valves that can be turned off to minimize emulsion overlap on subsequent passes.

4. STAFFING REQUIREMENTS

Provide staff onsite for a minimum of 3 days from the start of the FDR process or as deemed necessary by the Engineer. This staff must have a minimum experience of 2 years supervising FDR projects using emulsion.

Provide Soils & Base 102 (SB102) Field Specialists certified by the Department-approved Soils and Base Certification Program to conduct all sampling and testing for the duration of the project. Supply the Engineer with a list of certified personnel and copies of their current certifications, either hardcopy or electronic files, before beginning production and when personnel changes are made.

5. CONTROL SECTION

Construct a control section at a location approved by the Engineer using the equipment specified in Section 3. Process material in the control section for a lane width, minimum 300 ft. in length, and to the depth shown on the plans. Meet the process control requirements of Section 7 with the Engineer witnessing the sampling and testing; and provide test results and any pertinent information to the Engineer upon completion of the control section.

The Engineer will use Tex-103-E to determine the moisture content of the reclaimed and treated material. The Engineer will use this moisture content to determine a correction factor for Section 6.6.2, Density and Moisture Content.

When directed, proof-roll the control section in accordance with Item 216, "Proof Rolling." Proceed to full construction when approved by the Engineer.

6. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the materials, density, and moisture content as required by the approved mixture design (Section 2.4). Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans, or as directed.

- 6.1. **Reporting and Responsibilities.** Use Department-provided templates to record and calculate all test data and pertinent information for the mixture design and process control testing. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to

the other party when requested. Record and electronically submit all test results and pertinent information on Department-provided templates.

- 6.2. **Preparation of Existing Pavement for Treatment.** Before treating, remove existing asphalt pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on the plans or as directed. Shape existing material in accordance with applicable bid items to conform to typical sections shown on the plans and as directed.
- 6.3. **Application of Additive.** Apply the required additive uniformly across the roadway in advance of the mixer, when required. Minimize dust and scattering of additives by wind. Do not apply additives when, in the opinion of the Engineer, wind conditions cause blowing additive to become dangerous to traffic or objectionable to adjacent property owners.
- 6.3.1. **Lime.** Uniformly apply lime using dry or slurry placement as shown on the plans or as directed. Add lime at the percentage determined in the mixture design. Apply lime only to the area to be reclaimed during the same working day.
- 6.3.1.1. **Dry Placement.** When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of hydrated lime with approved equipment. Do not use a motor grader to spread hydrated lime.
- 6.3.1.2. **Slurry Placement.** Provide slurry free of objectionable materials, at or above the approved minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Inject slurry directly into mixing chamber via an independent metered spray system. Alternatively, distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached.
- Deliver commercial lime slurry to the jobsite or prepare lime slurry at the jobsite or other approved location by using hydrated lime, as specified.
- 6.3.2. **Cement.** Uniformly apply cement using dry or slurry placement as shown on the plans or as directed. Add cement at the percentage determined in the mixture design. Apply cement only on an area where mixing, compacting, and finishing can be completed during the same working day.
- 6.3.2.1. **Dry Placement.** Distribute the required quantity of dry cement with approved equipment. Minimize dust and scattering of cement by wind.
- 6.3.2.2. **Slurry Placement.** Mix the required quantity of cement with water, as approved. Provide slurry free of objectionable materials and with a uniform consistency that can be easily applied. Agitate the slurry continuously. Apply slurry within 2 hr. of adding water and when the roadway is at a moisture content drier than optimum. Distribute slurry uniformly by making successive passes over a measured section of the roadway until the specified cement content is reached.
- 6.3.3. **Fly Ash.** Uniformly apply fly ash using dry or slurry placement as shown on the plans or as directed. Add fly ash at the percentage determined in the mixture design. Apply fly ash only on an area where mixing, compacting, and finishing can be completed during the same working day. Distribute the required quantity of fly ash with approved equipment.
- 6.4. **Weather Restrictions.** Suspend additive and emulsion application for any of the following:
- the surface temperature is below 50°F, or
 - the weather forecast calls for freezing temperatures within 3 days after incorporation of the emulsion, or
 - the moisture condition of the roadway is unsuitable, or
 - the Engineer determines the weather condition is unsuitable.
- 6.5. **Mixing.** Thoroughly mix the material using approved equipment. Mix until a homogenous mixture is obtained.

- 6.5.1. **Moisture.** Do not start mixing the material being treated if the moisture content is greater than 70% of the optimum moisture content from the mixture design, unless otherwise directed; aerate if too wet and add water if too dry.
- 6.5.2. **Lime.** When applicable, begin mixing within 6 hr. of application of lime. Hydrated lime exposed to the open air for 6 hr. or more between application and mixing, or that experiences excessive loss due to washing or blowing, will not be accepted for payment. Thoroughly mix the material and lime using approved equipment. Allow the mixture to mellow for a minimum of 24 hr., or as directed, before mixing with emulsion.
- 6.5.3. **Emulsion.** Apply the emulsion to obtain the optimum emulsion content determined in Section 2.4. Apply emulsion only to areas where mixing and compaction can be completed during the same working day. Do not dilute the emulsion at the jobsite. Monitor the required depth of mixing and meet the gradation requirements listed in Table 3.

Complete the entire operation of mixing the existing road and incorporating additional flexible base, cement, lime, or fly ash when applicable, water, and emulsion in one pass. Overlap each adjacent pass of the mixer with the previous pass by a minimum of 6 in. Use multiple passes if the process control requirements specified in Section 7 are not met.

After mixing, the Engineer will sample the mixture at roadway moisture for a minimum of 1 per 3,000 CY or 1 per lift at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 3. When test results fail to meet the requirement of Table 3, modify operations until the Engineer's test results meet the gradation requirements.

**Table 3
Gradation Requirements**

Sieve Size	Min Percent Passing
1-3/4 in.	100
3/4 in.	85

- 6.5.4. **Irregularities.** Avoid spilling water or emulsion onto the surface of the existing or reclaimed surface when connecting or disconnecting transports from the reclaimer or when filling water trucks. When excess water is spilled onto the exiting or reclaimed surface, identify the location and rework material that fails to meet or loses the required density, stability, or finish within 24 hr. of completion of compaction. Reworking includes loosening, adding material, or removing unacceptable material if necessary; mixing; compacting; and finishing as directed. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.
- 6.6. **Compaction.** Compact the mixture in one lift using density control, unless otherwise shown on the plans.

Perform initial compaction using a heavy tamping roller applying high amplitude and low frequency. Continue rolling until the heavy tamping roller "walks out" of the material. Walking out for the heavy tamping roller is defined as light being evident between all of the pads at the material-heavy tamping roller drum interface.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least half the width of the roller unit. On super-elevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph, as directed.

After the completion of tamping rolling, remove remaining tamping marks. Cut slightly below the depth of the tamping marks and ensure material being cut is kept moist at all times. Achieve the desired slope and shape to the lines and grades as shown on the plans. Perform final surface shaping on the same day emulsion is incorporated. Clip, skin, or tight-blade the surface to remove and waste accumulated fines. Do not use fines to fill surface irregularities.

Use a vibratory roller and pneumatic roller to compact the bladed material. Do not finish-roll in vibratory mode. If necessary, use a light spray of water to aid in final compaction density and appearance.

Rework material that fails to meet or loses the required density, stability, or finish within 24 hrs. of completion of compaction. Add additional emulsified asphalt and additives as directed. Reworking includes loosening, adding material, or removing unacceptable material if necessary; mixing; compacting; and finishing as directed. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

When an area fails to meet or loses required density, stability, or finish more than 24 hr. after completion of compaction and before the next course is placed or the project is accepted, remove the unacceptable material and replace with treated flexible base in accordance with Item 247 or as directed that meets the mix design requirements. Compact and finish until specification requirements are met. Perform the work at no additional expense to the Department.

Suspend field operations when significant changes of materials being treated occur. Provide the Engineer with recommendations to modify operations based on the changes of materials. This may include changes in additives or percentages of emulsion or verification of the maximum dry density and optimum moisture content. Provide the Engineer with an emulsion treatment proposal for all areas requiring full depth repair.

Notify the Engineer when significant changes of materials being treated occur. The Engineer may suspend field operations and investigate the areas of concern.

Before final acceptance, the Engineer will select the locations of tests and measure the depth of the emulsion treatment in accordance with Tex-140-E at a minimum of 1 per 3,000 CY or 1 per lift. Correct areas deficient by more than ½ in. in thickness by reshaping, re-compacting, and refinishing at the Contractor's expense, unless otherwise directed.

- 6.6.1. **Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.
- 6.6.2. **Density and Moisture Control.** The Engineer will determine the roadway density and moisture content of completed sections in accordance with Tex-115-E using the correction factor from Section 5. The Engineer will perform testing for each day of production at a minimum of 1 per 3,000 CY or 1 per lift. The full depth of the layer must be compacted to a minimum of 97.0% of the maximum density and within 2.0 percentage points below the optimum moisture content and no more than 0.5 percentage points above the optimum moisture content determined from the mixture design in Section 2.4. Unless otherwise directed:
- Perform additional compaction or rework with the reclaimer unless otherwise directed, and recompact when the material does not meet the density but meets the moisture content,
 - Aerate and recompact when the moisture content is more than 0.5 percentage points above the optimum moisture content, and
 - Rework, add moisture, and recompact when the moisture content is more than 2.0 percentage points below the optimum moisture content.
- 6.7. **Curing.** Cure the finished section until the moisture content is a minimum of 2 % below the optimum moisture content, or as directed, before applying the next successive course or prime coat. The Engineer may allow traffic on the finished section during curing when proof rolling indicates adequate stability.

Proof-roll the roadbed in accordance with Item 216, "Proof Rolling." If deformation occurs, do not allow traffic to return to the finished section until the mixed material is firm enough to accommodate traffic without deformation. Apply prime coat and seal coat or additional courses within 14 calendar days of final compaction.

When no specific detour is required, provide one-way traffic control until proof rolling permits the return of normal traffic to the compacted material.

7. PROCESS CONTROL

Perform process control testing during the treatment process and for the completed base in accordance with Table 4 at locations independent from the Engineer's testing locations, unless otherwise directed. Test results from process control will not be used for acceptance. Contractor may perform additional testing as they deem necessary for process control. Report test results and all pertinent information in accordance with Section 6.1., "Reporting and Responsibilities." When test results do not meet specification requirements, modify operations and perform the test methods required in Table 4. Suspend operations when any of the test results performed after the modifications do not meet specification requirements.

Table 4
Minimum Testing Frequency

Description	Test Method	Minimum Frequency
Depth of Pulverization	Tex-140-E	1 per day of production
Gradation	Tex-101-E, Part III	1 per day of production
Emulsion Content	Meter Readings or Truck Weight Tickets	1 per day of production
Moisture Content ¹	Tex-103-E	3 per day of production

1. Measure the moisture content in accordance with Tex-103-E before adding the emulsion.

- 7.1. **Depth of Pulverization.** Determine the depth of pulverization in accordance with Tex-140-E.
- 7.2. **Gradation.** Sample the roadway mixture after mixing with the moisture and measure the gradation in accordance with Tex-101-E, Part III.
- 7.3. **Emulsion Content.** Verify the percentage of emulsion added to the pulverized material using meter readings or truck weight tickets as approved; the quantity of material treated (depth, width, and length); and estimated in-place density. Changes in the emulsion content, type, or supplier must be approved before the start of production. Notify the Engineer when adjustments to the emulsion content are made during any day's production.
- 7.4. **Moisture Content.** Measure the moisture content in accordance with Tex-103-E before adding the emulsion. Verify the moisture content when precipitation occurs after testing and before the emulsion is added.

8. MEASUREMENT

- 8.1. **Emulsion.** Emulsified asphalt material will be measured by one of the following methods.
 - 8.1.1. **Weight.** Emulsion will be measured in tons using certified scales meeting the requirements of Item 520, "Weighing and Measuring Equipment," unless otherwise approved. The transporting truck must have a seal attached to the draining device and other openings. Random checking on public scales at the Contractor's expense may be required to verify weight accuracy.

Upon work completion or temporary suspension, any remaining asphalt material will be weighed by a certified public weigher. The quantity to be measured will be the number of tons received minus the number of tons remaining after all directed work is complete.
 - 8.1.2. **Volume.** Emulsion will be measured by the gallon of emulsified asphalt used in the emulsified asphalt and water mixture.
- 8.2. **Additive.**
 - 8.2.1. **Lime.** When lime is furnished in trucks, the weight of lime will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

- 8.2.1.1. **Hydrated Lime.**
- 8.2.1.1.1. **Dry.** Lime will be measured by the ton (dry weight).
- 8.2.1.1.2. **Slurry.** Lime will be measured by the ton (dry weight) of the hydrated lime used to prepare the lime slurry at the jobsite.
- 8.2.1.1.3. **Commercial Lime Slurry.** Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.
- 8.2.2. **Cement.** Cement will be measured by the ton (dry weight). When cement is furnished in trucks, the weight of cement will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."
- Cement slurry will be measured by the ton (dry weight) of the cement used to prepare the slurry at the jobsite or from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.
- 8.2.3. **Fly Ash.** Fly ash will be measured by the ton (dry weight). When fly ash is furnished in trucks, the weight of fly ash will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."
- Fly ash slurry will be measured by the ton (dry weight) of the fly ash used to prepare the slurry at the jobsite or from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.
- 8.3. **Emulsion Treatment.** Emulsion treatment will be measured by the square yard of surface area. The dimensions for determining the surface area is established by the widths shown on the plans and lengths measured at placement.

9. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 8.1, "Standard Emulsion" or "High Yield Emulsion"; Section 8.2.1, "Lime"; Section 8.2.2, "Cement"; Section 8.2.3, "Fly Ash"; and Section 8.3, "Emulsion Treatment."

Furnishing and delivering new base will be paid for in accordance with Item 247, "Flexible Base," unless otherwise shown on the plans.

Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Section 4.4, "Changes in the Work."

Additives and emulsion used for reworking a section will not be paid for directly but will be subsidiary to this Item.

Sprinkling and rolling, including proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans.

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be in accordance with pertinent Items or Section 4.4, "Changes in the Work."

When an additional additive is required by the mixture design or required by the Engineer and not shown on the plans, it will be paid for in accordance with Section 4.4, "Changes in the Work."

- 9.1. **Emulsion.** Emulsion will be paid for at the unit price bid. This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.
- 9.2. **Lime.** Lime will be paid for at the unit price bid for one of the following types: Hydrated (Dry), Hydrated (Slurry), or Commercial Lime Slurry. This price is full compensation for furnishing lime.
- 9.3. **Cement.** Cement will be paid for at the unit price bid. This price is full compensation for furnishing cement.
- 9.4. **Fly Ash.** Fly Ash will be paid for at the unit price bid for the type specified. This price is full compensation for furnishing fly ash.
- 9.5. **Emulsion Treatment.** Emulsion treatment will be paid for at the unit price bid for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans.

This price is full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, applying additives and Emulsified Asphalt, compacting, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

CONSTRUCTION PLANS BUTLER RANCH ROAD ROADWAY REHABILITATION

ROADWAY CLASSIFICATION: 2 LANE RURAL
DESIGN SPEED: 25 MPH
ADT: 101 < ADT < 1,000

JUNE 2021

PROJECT # MAINT 2021-001

WORK TYPE: FULL DEPTH ROADWAY REPAIR WITH RECYCLED MATERIAL & TWO COURSE SURFACE TREATMENT
PROJECT LENGTH: 550 LF



PREPARED BY: _____

Chad Gilpin
CHAD GILPIN, P.E., CITY ENGINEER

6/2/21
DATE

RECOMMENDED BY: _____

DATE: _____

DATE: _____

APPROVED BY: _____

MICHELLE FISCHER, CITY ADMINISTRATOR

DATE: _____

CONTRACTOR: _____

CONSTRUCTION START: _____

CONSTRUCTION ACCEPTED: _____

TOTAL CONSTRUCTION COST: _____

PREPARED BY: _____

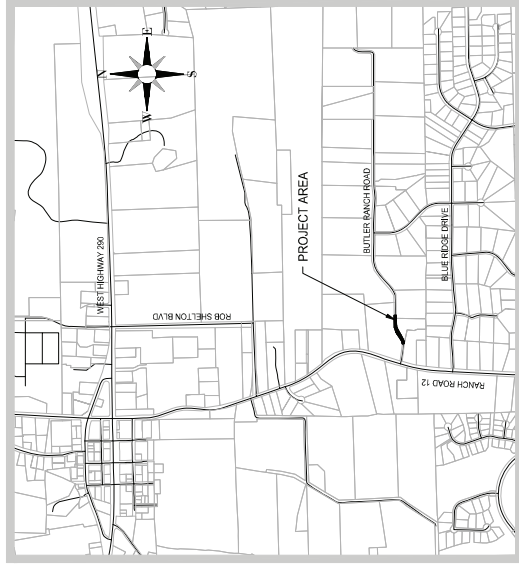


T.B.P.L.S. Firm Registration # 10493770
T.B.P.E. Firm Registration # F-3266
9701 BRODIE LN, SUITE 203
AUSTIN, TX 78748
PH: 512.220.9100

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
01	COVER SHEET
02	GENERAL NOTES
03	SCHEDULE OF QUANTITIES
04	TRAFFIC CONTROL PLAN - PHASE 1
05	TRAFFIC CONTROL PLAN - PHASE 2
06	PAVING PLAN
07	PAVING DETAILS

NO.	REVISION DESCRIPTION	REVISION BLOCK		
		AFFECTED SHEETS	DATE	APPROVAL SIGNATURE / APPROVAL DATE



APPROX. SCALE: 1" = 2,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS



- NOTES:
- THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
 - THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
 - NO PORTION OF THIS PROJECT LIES WITHIN ZONE AE AS IDENTIFIED BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.4820620115F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
 - ROADWAY IMPROVEMENT PLANS WERE PREPARED WITH THE BEST INFORMATION AVAILABLE THROUGH FIELD OBSERVATIONS. PER THE DIRECTIONS OF THE CITY EXISTING TOPOGRAPHIC SURVEY VERIFICATION ANALYSIS WERE NOT PERFORMED AS PART OF THIS PROJECT.
 - TRAFFIC COUNTS FOR VEHICLES USING BUTLER RANCH ROAD WERE NOT AVAILABLE TO THE ENGINEER DURING DESIGN. PAVEMENT SECTIONS RECOMMENDED ARE BASED ON AN APPROXIMATION OF EXISTING PAVEMENT SECTIONS OBSERVED IN THE FIELD BY PAVETEX AND DOCUMENTED IN AN EMAIL TO THE CITY ENGINEER DATED APRIL 10, 2019.
 - CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
 - RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.

01 of 07

Item 12.

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A. GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING FOR THE LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
 - TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-246-1545
 - TEXAS ONE CALL SYSTEM (TDCS) 1-800-444-3877
- PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY, HER-HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
- ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. ALL PERMITS AND LICENSES REQUIRED MAY BE PURCHASED FROM THE REGULATORY AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES.
- CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
- CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
- WHEN UNLOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY IMMEDIATELY BY TELEPHONE AND VISUALLY. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
- WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEANUP SHALL BE TO THE SATISFACTION OF THE CITY.
- CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. RECORD SHALL BE KEPT IN AN ONSITE SET OF MAKEUP RECORD DRAWINGS.
- CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT-ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY RE-SETTING PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS. AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION, REMOVE ALL AREAS OF WEAK SOIL.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
- UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DENIED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.
- ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND DAMAGES INCURRED DUE TO CONTRACTORS OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTORS EXPENSE.
- CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
- TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TxDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TxDOT BARRIAGE AND CONSTRUCTION STANDARDS.
- RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY CONSTRUCTION STANDARDS.
- CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
- ALL WORK IS TO BE PERFORMED BETWEEN THE FOLLOWING HOURS:
 - 8:00 A.M. TO 5:00 P.M. MONDAY - FRIDAY
 - ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
- THE CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF ANY WORK TO BE ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED DURING THE PROGRESS OF THE WORK. WHEN SUCH CONDITIONS OR OBSTACLES ARE RECALL APPEAR UPON A VISIT TO THE SITE, IF THERE ARE ANY QUESTIONS OF THIS REGARD, OR IF THERE ARE ANY UNUSUAL SITE CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS.
- IN THOSE CASES WHERE FIXED FEATURES REQUIRE, THE DESIGN SLOPES INDICATED HEREIN AND ON THE CROSS SECTIONS MAY BE MODIFIED IN THE FIELD AS DETERMINED BY THE CITY IF EXISTING CONDITIONS SO REQUIRE.

D. STREET AND DRAINAGE NOTES:

- ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE CITY'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING.
- DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE AND WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW SURFACE UNLESS OTHERWISE SPECIFIED ON THE PLAN.
- ALL R.C.P. SHALL BE MINIMUM CLASS III.

E. PROJECT NOTES:

- ASPHALT TO BE STORED ONSITE AFTER DEMOLITION FOR RECYCLED USE IN THE PROPOSED BASE SECTION PER TxDOT SPECIFICATION 303 AND 30308B.

B. ENVIRONMENTAL NOTES

- THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREES/ROOT AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
- THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED RESTORATION PLAN AND APPROVED BY THE OWNER'S REPRESENTATIVE.
- ALL DISTURBED AREAS TO BE RESTORED UPON COMPLETION OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE FOR RE-VEGETATION ACTIVITIES. ALL MATERIALS AND LABOR SHALL BE SUBSIDIARY TO OTHER BID ITEMS.
- RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 85% COVERAGE. PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
- A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
- THE CONTRACTOR TO SEED, SOO, OR HYDROMULCH ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION. CONTRACTOR RESPONSIBLE FOR ALL IRRIGATION WATER REQUIRED TO ESTABLISH GRASS TO THE REQUIRED 85% COVERAGE.
- EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIP LINES.
- TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT ON MATERIALS IN THE TREE DRIP LINE AREAS.
- WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET OR TO THE LIMITS OF LOWER BRANCHING IN ACCORDANCE WITH THE FENCING.
- TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
- ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PROTECTED WITH SOIL BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL, AS SOON AS POSSIBLE, IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS. COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- CONTRACTOR TO BRUSH, DISBURT, OR REMOVE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (BRIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").
- THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EVENTING AND REPORT THE RESULTS TO THE OWNER. ANY DEFECTIVE CONTROLS TO BE REPAIRED OR RE-INSTALLED IMMEDIATELY. AFTER A SIGNIFICANT RAINFALL, TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOT DISPOSAL.

C. EROSION & SEDIMENT CONTROL - SEQUENCE OF CONSTRUCTION:

- TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS INDICATED ON THE APPROVED SITE PLAN CONSTRUCTION PLAN AND IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED ON THE SITE. INSTALL TREE PROTECTION AND MAINTAIN TREE IRRIGATION MEASURES AND CONDUCT PRE-CONSTRUCTION TREE FERTILIZATION (IF APPLICABLE).
- THE ENVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR DESIGNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE REMOVED, IF NEEDED, TO COMPLY WITH CITY INSPECTORS' REQUIREMENTS AND THE EROSION PLAN.
- THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE.
- BEGIN SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES.
- PERMANENT WATER QUALITY PONDS OR CONTROLS WILL BE CLEANED OUT AND FILTER MEDIA WILL BE INSTALLED PRIOR TO CONCURRENTLY WITH RE-VEGETATION OF SITE.
- COMPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING.
- AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL REVEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.



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REVISIONS:

NO.	REVISION	DATE

DATE: 06/02/2021
 DESIGNED BY: SWB
 CHECKED BY: CWG
 PROJ. #: MAINT-2021-001



PROJECT:
**BUTLER RANCH ROAD
 REHABILITATION**

SHEET TITLE:
GENERAL NOTES

02

Item 12.

SCHEDULE OF QUANTITIES:

TXDOT SPEC NO.	HAYS CO. SPEC NO.	ITEM DESCRIPTION	UNITS	QTY
110	1,000	EXCAVATION (ROADWAY) (8IN)	SY	1,392
110	10,000	EXCAVATION (ROADSIDE DITCH)	LF	470
164	-	CELL FBR MULCH SEED (PERM)	SY	418
247	3,000	FLEXIBLE BASE (6 IN)	SY	1,392
302	5,000	TWO COURSE SURFACE TREATMENT	SY	1,270
305	-	SALV. HAUL & STRIP, RCL APH PV (2IN)	SY	1,270
310	4,000	PRIME COAT	SY	1,392
SS3089	-	EMUL TREATMENT (MAX NEW BASE & RCL APH) (8IN)	SY	1,392
502	-	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1
506	-	TEMP EROSION & SEDIMENTATION CONTROLS	LS	1

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE BOTH HAYS COUNTY AND TXDOT SPECIFICATIONS ARE NAMED IN THE SCHEDULE OF QUANTITIES ABOVE THE DIRECTION PROVIDED BY THE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE WHERE IN CONFLICT WITH THE TXDOT SPEC ITEM. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

TXDOT ITEM 110 / HAYS CO. ITEM 1,000 - EXCAVATION (ROADWAY)

ITEM SHALL BE PAID FOR BY SQUARE YARD IN PLACE FOR DEPTH SPECIFIED.

TXDOT ITEM 110 / HAYS CO. ITEM 1,000 - EXCAVATION (ROADSIDE DITCH CLEANUP)

ITEM SHALL BE PAID FOR LINEAR FOOT OF ROADSIDE DITCH REPAIRED.

THE INTENT OF THIS WORK ITEM IS TO REMOVE SILT AND SEDIMENT THAT HAS ACCUMULATED IN THE ROADSIDE DITCH OVER TIME AS WELL AS GRADE DITCH TO DRAIN AND IMPROVE DITCH CAPACITY.

TXDOT ITEM 164 CELL FBR MULCH SEED (PERM)

SEED MIXTURE SHALL COMPLY WITH THE PLANTING SEASON ACTIVE AT THE TIME PLANTING WILL OCCUR.

SEED MIXTURE SHALL BE APPLICABLE TO SOIL TYPE WITHIN THE PROJECT LIMITS.

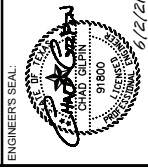
THERE WILL BE NO SEPARATE PAY ITEM FOR TEMPORARY WATER FOR IRRIGATION AND ESTABLISHMENT OF GRASSES. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

ITEM 460 CORRUGATED METAL PIPE CULVERT

EXCAVATION AND BACKFILL, PIPE BEDDING AND CEMENT STABILIZED BACKFILL SHALL BE SUBSIDIARY TO THE PAY ITEMS FOR CORRUGATED METAL PIPE TXDOT SPEC 460.

ITEM 506 TEMP EROSION & SEDIMENTATION CONTROLS

NEED FOR EROSION CONTROLS IS ANTICIPATED TO BE LIMITED TO FIBER CONTROL LOGS OR SILT FENCE AS NEEDED AT THE DOWNSTREAM END OF EACH DAILY WORK PHASE AND THEREFORE CONTROLS ARE NOT SHOWN ON THE PLANS. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING STRUCTURES OR ONTO ADJACENT PROPERTIES.



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REVISIONS:

NO.	REVISION	DATE

DATE: 06/02/2021
 DESIGNED BY: SB
 CHECKED BY: CWG
 PROJ # : MAINT-2021-001



PROJECT:

BUTLER RANCH ROAD
 ROADWAY
 REHABILITATION

SHEET TITLE:

SCHEDULE OF
 QUANTITIES

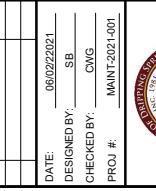
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Item 12.

NO.	REVISION	DATE

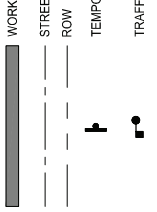
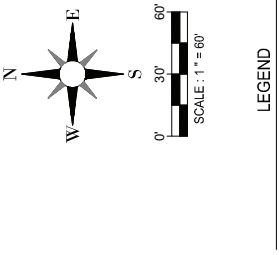
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DESIGNED BY: SB
CHECKED BY: CWG
PROJECT #: MAINT-2021-001



PROJECT:
BUTLER RANCH ROAD
ROADWAY
REHABILITATION

SHEET TITLE:
TRAFFIC CONTROL
PLAN - PHASE 1

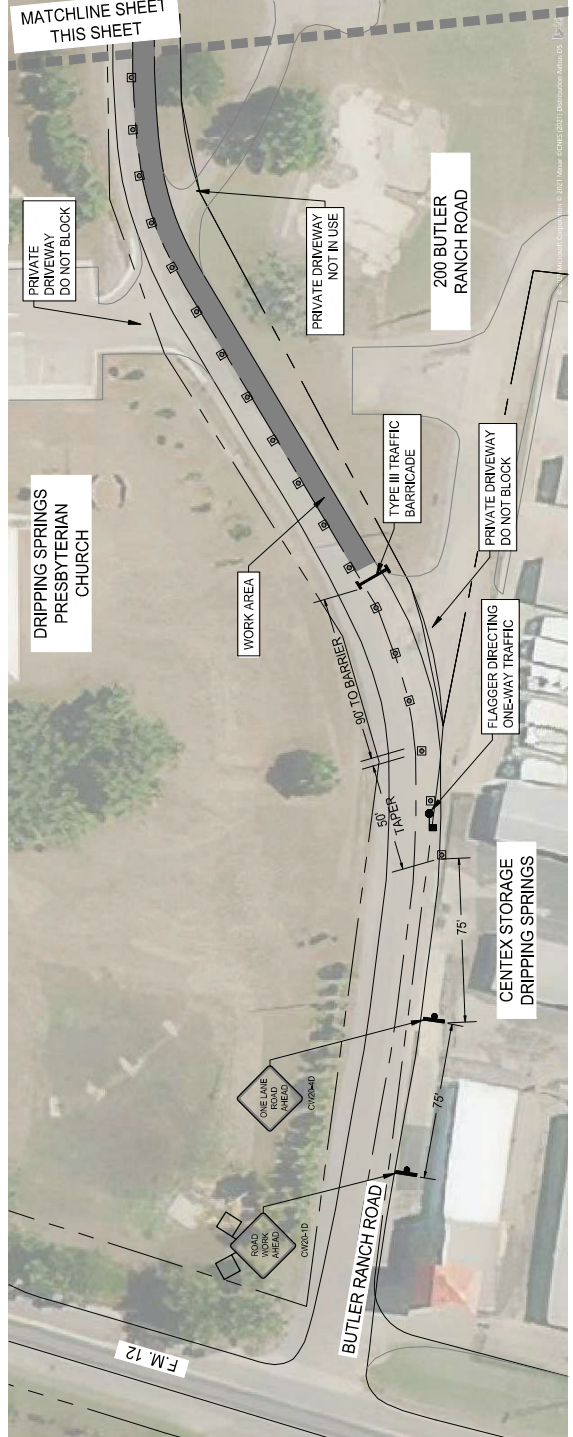


TRAFFIC CONTROL NOTES:

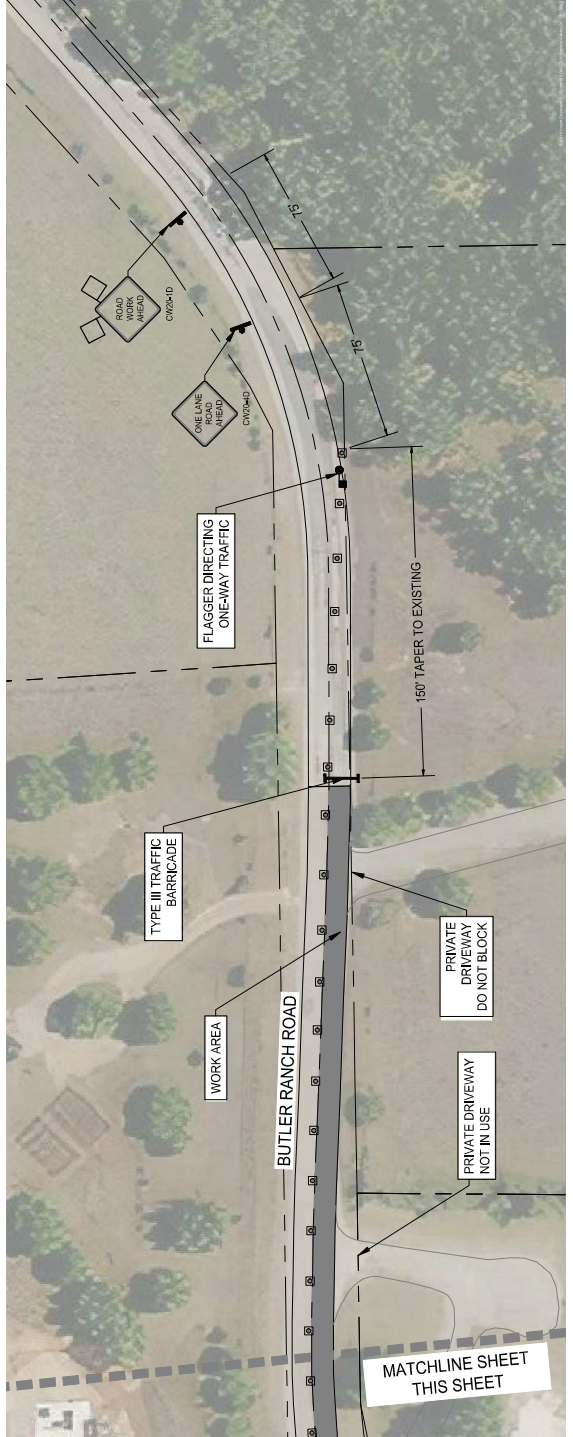
- TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE A MINIMUM REQUIREMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS OR DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC.
- THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT OF ANY TRAFFIC CONTROL CHANGES TO BE MADE. THE NOTIFICATION MUST BE MADE TWO DAYS PRIOR TO ANY CHANGE.
- ACCESS TO ALL DRIVES AND SIDE ROADS, BOTH PUBLIC AND PRIVATE, ARE TO BE MAINTAINED AT ALL TIMES.
- WORK SHALL BE CONDUCTED SO THAT ALL MACHINERY IS OFF PUBLIC RIGHT-OF-WAY BY SUNSET.
- CONTRACTOR SHALL EMPLOY ALL TRAFFIC CONTROL FLAGGERS TO MAINTAIN THE NORMAL FLOW OF UNIFORM CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC CONTROL DEVICES THROUGHOUT ACTIVITIES.

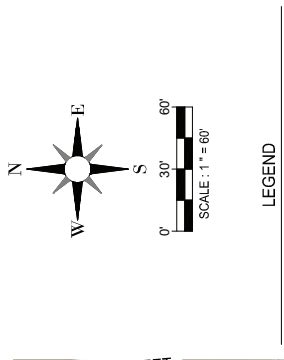
IMPLEMENT TRAFFIC CONTROL PLAN FOR 30 MPH SPEED LIMIT

CONTRACTOR TO POSITION FLAGGERS ON ALL ENTRANCES TO THE WORK AREA TO CONTROL ONE-WAY TRAFFIC FLOW



TRAFFIC CONTROL PLANS SHOWN ARE A MINIMUM REQUIREMENT. CONTRACTOR SHALL PHASE WORK AREAS TO SIZES THAT WILL ALLOW THE ROAD TO OPEN FOR 2 WAY TRAFFIC FROM SUNSET TO SUNRISE



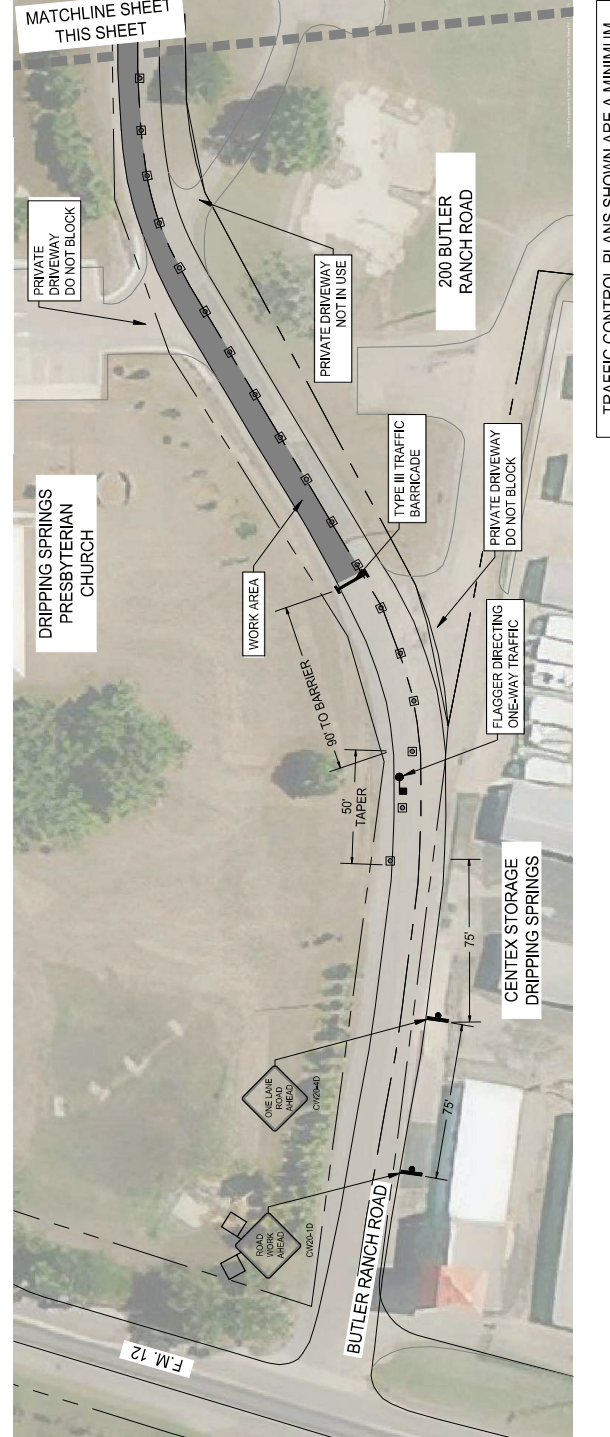


TRAFFIC CONTROL NOTES:

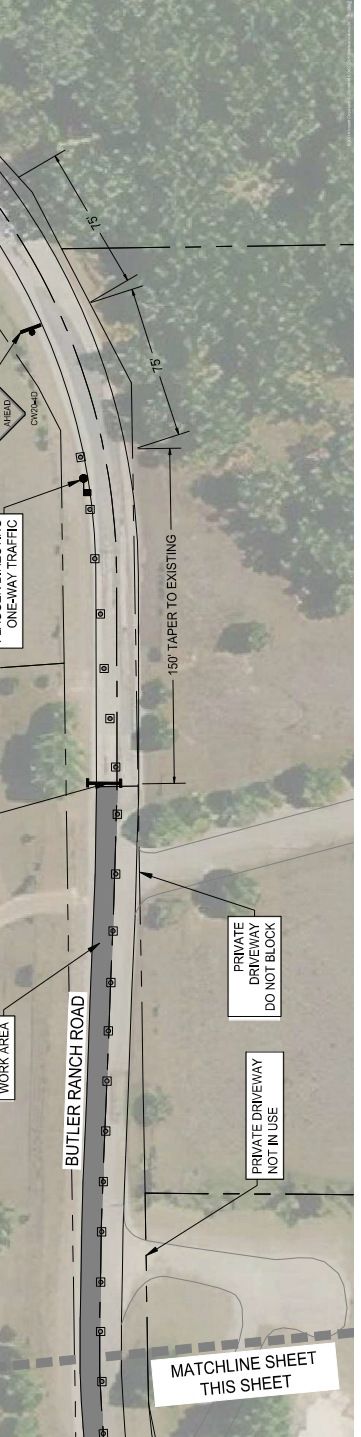
- TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE A MINIMUM REQUIREMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS AND DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC.
- THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 72 HOURS BEFORE CONTROL CHANGES ARE TO BE MADE. THE NOTIFICATION MUST BE MADE TWO DAYS PRIOR TO ANY CHANGE.
- ACCESS TO ALL DRIVES AND SIDE ROADS, BOTH PUBLIC AND PRIVATE, ARE TO BE MAINTAINED AT ALL TIMES.
- WORK SHALL BE CONDUCTED SO THAT ALL MACHINERY IS OFF PUBLIC RIGHT-OF-WAY BY SUNSET.
- CONTRACTOR SHALL EMPLOY ALL TRAFFIC CONTROL FLAGGERS TO MAINTAIN THE PHYSICAL SEPARATION OF WORK AREAS AND TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC CONTROL DEVICES THROUGHOUT ACTIVITIES.

IMPLEMENT TRAFFIC CONTROL PLAN FOR 30 MPH SPEED LIMIT

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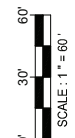
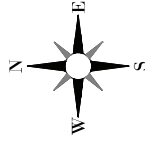


T.B.P.L.S. Firm Registration # 0193770
 T.B.P.L.S. Firm Registration # 0666
 AUSTIN, TX 78748
 9001 BRODIE LANE #203
 PH: 512.220.8100

ENGINEER'S SEAL:

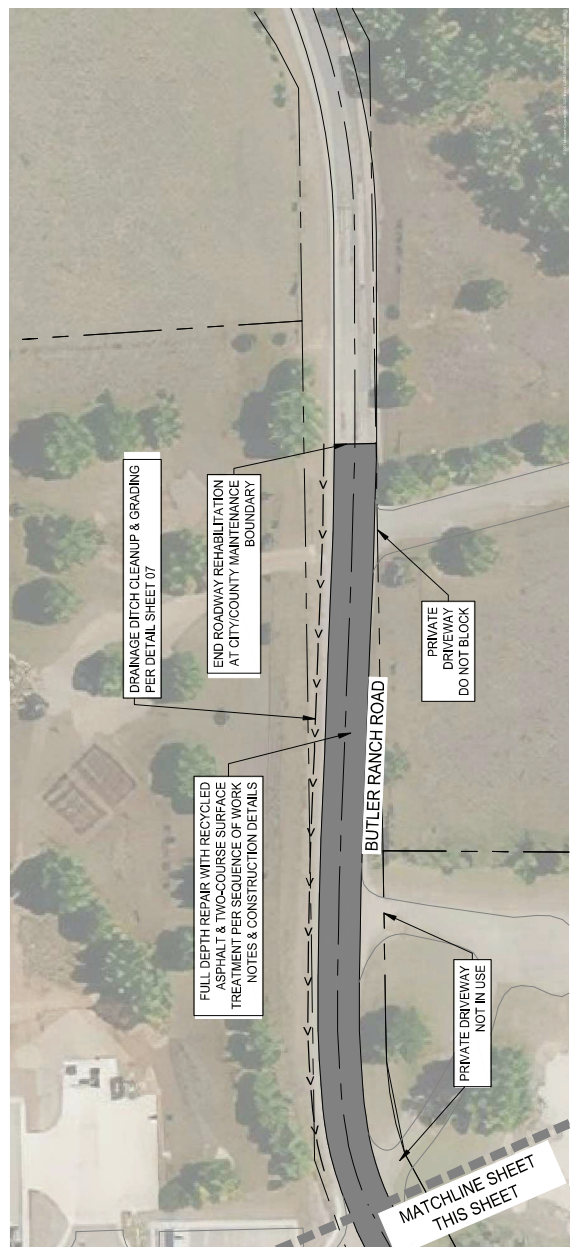
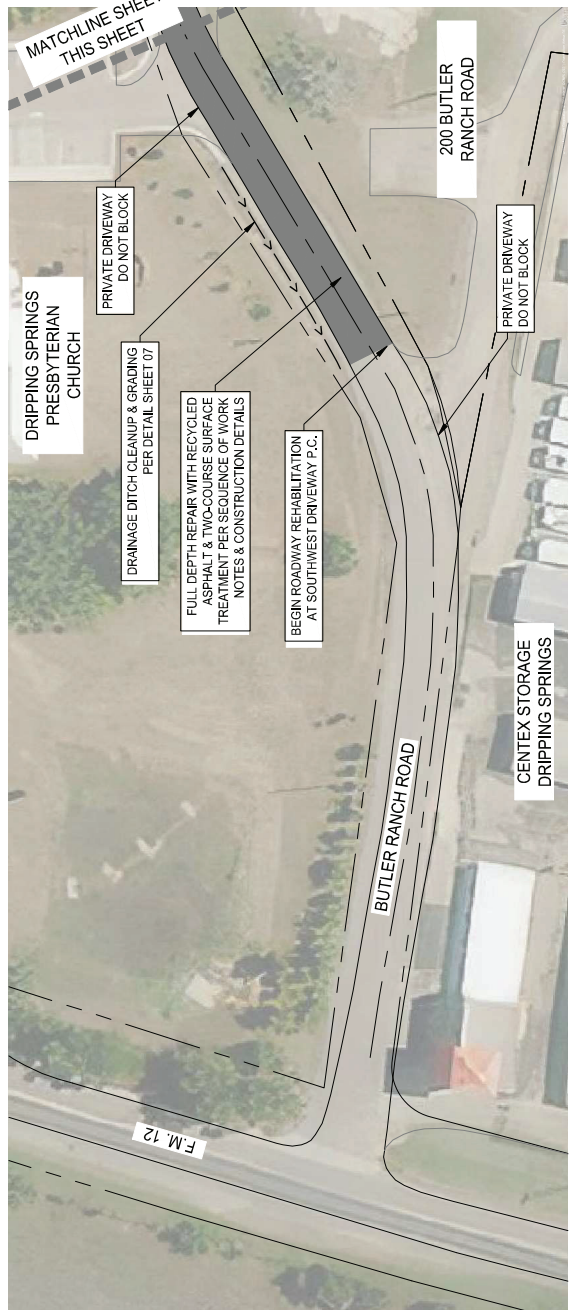


6/12/21



LEGEND

- FULL DEPTH REPAIR WITH RECYCLED ASPHALT & 2-COURSE SURFACE TREATMENT
- ROW
- STREET CENTERLINE
- DRAINAGE SWALE



NOTES:

1. CONTRACTOR TO MATCH EXISTING GRADE AT EDGE OF PAVEMENT. MAINTAIN EXISTING DRAINAGE CONTOURS & DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
3. CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
4. CONTRACTOR SHALL SAWCUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
5. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AT EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
6. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE PROJECT WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION WORK. DUE CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AND OTHER NATURAL SURROUNDINGS. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED AS A RESULT OF THEIR OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO CONSTRUCTION.
7. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
8. THE ESTIMATED QUANTITIES PROVIDED WITH THESE CONSTRUCTION DOCUMENTS ARE FURNISHED AS AN AID IN THE BIDDING PROCESS AND ARE NOT TO BE SUBSTITUTED FOR CONTRACTORS QUANTITY TAKEOFFS.
9. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
10. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.

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REVISIONS:

NO.	REVISION	DATE

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 PROJ. #: MAINT-2021-001

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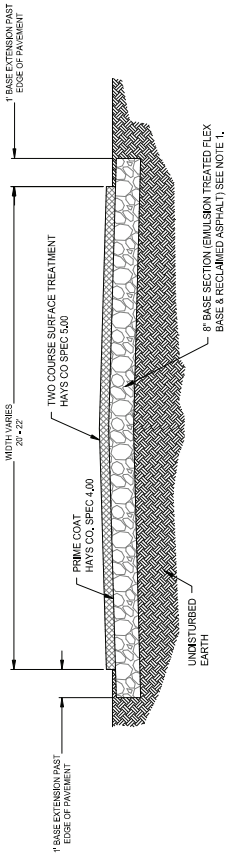


PROJECT:
**BUTLER RANCH ROAD
 ROADWAY
 REHABILITATION**

SHEET TITLE:
PAVING PLAN

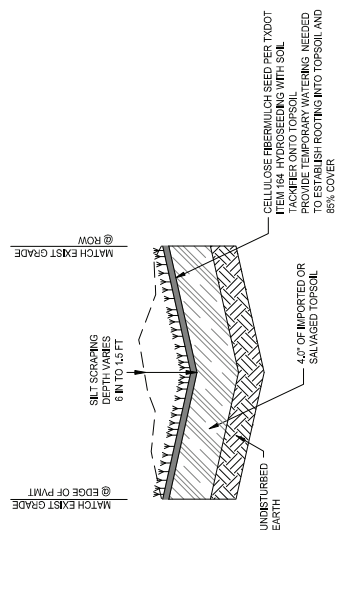
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Item 12.



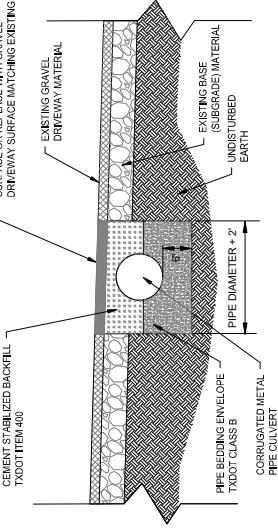
- SEQUENCE OF WORK:**
1. RECLAIM THE EXISTING ASPHALT (APPROX. 2 IN) PER TXDOT ITEM 305, STOCKPILE EXISTING ASPHALT.
 2. EXCAVATE 8 INCHES OF EXISTING SUBGRADE BELOW AND 1 FOOT WIDER THAN EXISTING PAVEMENT AND HULL OFF.
 3. PLACE NEW FLEXIBLE BASE (APPROX 8 IN) AND MIX IN THE RECLAIMED ASPHALT AND LIQUID EMULSION PER TXDOT S5308. UNIFORMLY BLEND THE RECLAIMED ASPHALT WITH THE FRESH FLEXIBLE BASE. PLACE A BUFFER BETWEEN THE TREATED BASE SECTION AND THE EXISTING SUBGRADE TO ENSURE THE MIXED AND TREATED BASE IS NOT CONTAMINATED BY NATIVE SUBGRADE MATERIAL.
 4. COMPACT THE 8" OF STABILIZED BASE TO 97% MAX DENSITY (1+/- 2% OPTIMUM MOISTURE PER TEX 115E).
 5. ALLOW THE BASE SECTION TO CURE 3 TO 7 DAYS UNTIL MOISTURE CONTENT IS A MINIMUM 2% BELOW OPTIMUM. TRAFFIC MAY BE ALLOWED ON THE FINISHED SECTION DURING CURING.
 6. APPLY PRIME COAT AND ALLOW TO CURE FOR MINIMUM 24 HOURS.
 7. APPLY TWO COURSE SURFACE TREATMENT.
 - FINAL COURSE: TXDOT ITEM 302 GRADE 3;
 - SEAL COAT BINDER: HFRS-2 OR CR5-2

1 PROPOSED FULL DEPTH PAVEMENT REHABILITATION SECTION
N.T.S.



- NOTES:**
1. EXISTING TREES, UTILITIES, AND OTHER PERMANENT STRUCTURES ARE NOT TO BE DISTURBED DURING SWALE IMPROVEMENTS.
 2. THE INTENT OF THIS WORK IS TO REMOVE SILT AND SEDIMENT THAT HAS ACCUMULATED IN THE ROADSIDE DITCH OVER TIME AS WELL AS GRADE DITCH TO DRAIN AND IMPROVE CAPACITY.

2 ROADSIDE DITCH - SILT CLEANUP AND GRADE TO DRAIN
N.T.S.



- NOTES:**
1. NEW CULVERTS SHALL GENERALLY MATCH THE EXISTING FLOWLINE OF THE CULVERT BEING REPLACED.
 2. CONTRACTOR TO GRADE ROADSIDE DITCHES AND CULVERTS TO DRAIN.
 3. PIPE COVER VARIES BASED ON EXISTING FLOWLINES AND DRIVEWAY ELEVATIONS.
 4. EXCAVATION AND BACKFILL PIPE BEDDING, CEMENT STABILIZED BACKFILL AND REPLACEMENT OF GRAVEL DRIVEWAY FINISH SURFACE SHALL BE SUBSIDIARY TO THE PAY ITEMS FOR CORRUGATED METAL PIPE TXDOT SPEC 460.

3 CULVERT SECTION
N.T.S.

REVISIONS:

NO.	REVISION	DATE

DATE: 06/02/2021
DESIGNED BY: SB
CHECKED BY: CWG
PROJ. #: MAINT-2021-001

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CONSTRUCTION PLANS PIN OAK STREET ROADWAY REHABILITATION

JUNE 2021

PROJECT # MAINT 2021-402

WORK TYPE: FULL DEPTH ROADWAY REPAIR WITH RECYCLED MATERIAL & TWO COURSE SURFACE TREATMENT
PROJECT LENGTH: 1120 LF

ROADWAY CLASSIFICATION: 2 LANE RURAL
DESIGN SPEED: 25 MPH
ADT: 100 < ADT < 1,000

INDEX OF SHEETS

SHEET NO.	TITLE
01	COVERSHEET
02	GENERAL NOTES
03	SCHEDULE OF VALUES
04	TRAFFIC CONTROL PLAN - PHASE 1
05	TRAFFIC CONTROL PLAN - PHASE 2
06	PAVING PLAN
07	PAVING DETAILS

NO.	REVISION DESCRIPTION	REVISION BLOCK		APPROVAL SIGNATURE	APPROVAL DATE
		AFFECTED SHEETS	DATE		



PREPARED FOR:
CITY OF DRIPPING SPRINGS, TEXAS



PREPARED BY:

Chad Gilpin
CHAD GILPIN, P.E., CITY ENGINEER

6/14/21

DATE

RECOMMENDED BY:

CRAIG RICE, MAINTENANCE DIRECTOR

DATE

APPROVED BY:

MICHELLE FISCHER, CITY ADMINISTRATOR

DATE

CONTRACTOR:

CONSTRUCTION START:

CONSTRUCTION ACCEPTED:

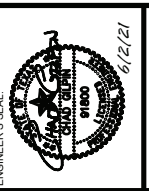
TOTAL CONSTRUCTION COST:

PREPARED BY:



T.B.P. L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LN, SUITE 203
AUSTIN, TX 78748
PH: 512.239.3100

- NOTES:
- THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
 - THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
 - NO PORTION OF THIS PROJECT LIES WITHIN ZONE AE AS IDENTIFIED BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.48209C0115F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
 - ROADWAY IMPROVEMENT PLANS WERE PREPARED WITH THE BEST INFORMATION AVAILABLE THROUGH FIELD OBSERVATIONS. PER THE DIRECTIONS OF THE CITY EXISTING TOPOGRAPHIC SURVEY VERIFICATION ANALYSIS WERE NOT PERFORMED AS PART OF THIS PROJECT.
 - TRAFFIC COUNTS FOR VEHICLES USING PIN OAK ROAD WERE NOT AVAILABLE TO THE ENGINEER DURING DESIGN. PAVEMENT SECTIONS RECOMMENDED ARE BASED ON AN APPROXIMATION OF EXISTING PAVEMENT SECTIONS OBSERVED IN THE FIELD BY PAVETEX AND DOCUMENTED IN AN EMAIL TO THE CITY ENGINEER DATED APRIL 10, 2019.
 - CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
 - RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.



A. GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING FOR THE LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
 - TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-348-4545
 - TEXAS ONE CALL SYSTEM (TOCS) 1-800-344-8877
2. PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONFER A PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF WIMBERLY, HEREMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, OSHA STANDARDS MAY BE APPLIED TO THIS PROJECT. ALL OPERATIONS SHALL BE IN ACCORDANCE WITH THE FOLLOWING RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA: 611 E. 6TH STREET, AUSTIN, TEXAS.
4. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
5. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
6. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
7. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
8. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN NECESSARY INFORMATION AND SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
9. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS, PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEANUP SHALL BE TO THE SATISFACTION OF THE CITY.
10. CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. RECORD SHALL BE KEPT IN AN ON-SITE SET OF MARKED-UP RECORD DRAWINGS.
11. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS, REESTABLISH DISBURSED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
12. CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION, REMOVE ALL AREAS OF WEAK SOIL.
13. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL ERECT A FENCE OR PORT AND THEN FENCE WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
14. UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.
15. ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND SHALL BE KEPT IN THE CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
16. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
17. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TxDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TxDOT BARRICADE AND CONSTRUCTION STANDARDS.
18. RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY CONSTRUCTION STANDARDS.
19. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
20. ALL WORK IS TO BE PERFORMED UNDER THE FOLLOWING SCHEDULE:
 - 8:00 A.M. TO 5:00 P.M. MONDAY - FRIDAY
 - ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY, THE CITY WILL BE AVAILABLE TO INSPECT THE PROJECT AT THE PROJECT SITE AT THE PROJECTOR'S CONVENIENCE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
21. THE CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF ANY WORK TO BE ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED ON THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO THE START OF WORK. IF THERE ARE ANY QUESTIONS OF THE RECORD OR IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS.
22. IN THOSE CASES WHERE FINED FEATURES REQUIRE, THE DESIGN SLOPES INDICATED HEREIN AND ON THE CROSS SECTIONS MAY BE MODIFIED IN THE FIELD AS DETERMINED BY THE CITY IF EXISTING CONDITIONS SO REQUIRE.

B. ENVIRONMENTAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF HIS MATERIALS AND EQUIPMENT FROM THEFT, VANDALISM, ANIMALS, FIRE, ETC. WHILE SAID MATERIALS AND EQUIPMENT ARE ON THE PROJECT, WHEN STORED OR INSTALLED IN PLACE, UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE CITY.
2. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREES/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION); CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
3. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
4. ALL DISTURBED AREAS TO BE RESTORED UPON COMPLETION OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE FOR RE-VEGETATION ACTIVITIES. ALL MATERIALS AND LABOR SHALL BE SUBSIDIARY TO OTHER BID ITEMS.
5. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 88% COVERAGE. PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
6. A MINIMUM OF FOUR (4) INCHES OF NEW OR SALVAGED TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
7. THE CONTRACTOR TO SEED, SOO, OR HYDROMULCH ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ALL IRRIGATION WATER REQUIRED TO ESTABLISH GRASS TO THE REQUIRED 85% COVERAGE.
8. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRAPLINES.
9. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRAPLINE AREAS.
10. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH SLOTTED BOARDING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
11. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
12. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOTS WITH GOOD QUALITY TOPSOIL (WHEN AVAILABLE) AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT PRUNED, PACK WITH MULCH TO PROTECT THEM FROM WEATHER AND MINIMIZE WATER LOSS DUE TO EVAPORATION.
13. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORETT ASSOCIATION PRUNING STANDARDS FOR SHADE TREES".
14. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPILL DISPOSAL.

C. EROSION & SEDIMENT CONTROL - SEQUENCE OF CONSTRUCTION:

1. TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS INDICATED ON THE APPROVED SITE PLAN CONSTRUCTION PLAN AND IN ACCORDANCE WITH THE EROSION/SEDIMENTATION CONTROL PLAN (ESD) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED ON THE SITE. INSTALL TREE PROTECTION, INITIATE TREE MITIGATION MEASURES AND CONDUCT "PRE - CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE).
2. THE ENVIRONMENTAL PROJECT MANAGER AND/OR SITE SUPERVISOR AND/OR DESIGNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE EROSION/SEDIMENTATION CONTROL PLAN (ESD) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE REVERSED, IF NEEDED, TO COMPLY WITH CITY INSPECTORS' DIRECTION, AND REVISED CONSTRUCTION SCHEDULE RELATIVE TO THE WATER QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN.
3. THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE EROSION/SEDIMENTATION CONTROL PLAN (ESD) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE.
4. BEGIN SITE CLEANING CONSTRUCTION (OR DEMOLITION) ACTIVITIES.
5. PERMANENT WATER QUALITY PONDS OR CONTROLS WILL BE CLEANED OUT AND FILTER MEDIA WILL BE INSTALLED PRIOR TO OCCURRENCE WITH RE-VEGETATION OF SITE.
6. COMPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING.
7. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE NECESSARY FINAL RE-VEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.

D. STREET AND DRAINAGE NOTES:

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE CITY'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING.
2. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC. SHALL BE A MINIMUM OF 30" BELOW SUBGRADE UNLESS OTHERWISE SPECIFIED ON THE PLAN.
3. ALL R.C.P. SHALL BE MINIMUM CLASS III.

E. PROJECT NOTES:

1. ASPHALT TO BE STORED ON-SITE, AFTER DEMOLITION FOR RECYCLED USE IN THE PROPOSED BASE SECTION PER TxDOT SPECIFICATION 305 AND 305.08B.

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REVISIONS:	
NO.	REVISION

DATE: 06/02/2021
DESIGNED BY: SB
CHECKED BY: OWG
PROJ. #: MAINT-2021-002



PROJECT:
PIN OAK STREET
ROADWAY
REHABILITATION

SHEET TITLE:
GENERAL NOTES

02 OF 02

Item 12.

SCHEDULE OF QUANTITIES:

TXDOT SPEC NO.	HAYS CO. SPEC NO.	ITEM DESCRIPTION	UNITS	QTY
110	1.00	EXCAVATION (ROADWAY) (8IN)	SY	3,033
110	10.00	EXCAVATION (ROADSIDE DITCH)	LF	1,400
164	-	CELL FBR MULCH SEED (PERM)	SY	1,244
247	3.00	FLEXIBLE BASE (6 IN)	SY	3,033
302	5.00	TWO COURSE SURFACE TREATMENT	SY	2,785
305	-	SALV. HAUL & STKPL RCL APH PV (2IN)	SY	2,785
310	4.00	PRIME COAT	SY	3,033
460	2.00	CORRUGATED METAL PIPE (18 IN)	LF	63
460	2.00	CORRUGATED METAL PIPE (24 IN)	LF	25
466	9.00	HEADWALL (DOUBLE BARREL, 18 IN)	EA	2
466	9.00	HEADWALL (SINGLE BARREL, 24 IN)	EA	2
SS3089	-	EMUL TRTMENT (MX NEW BASE & RCL APH) (8IN)	SY	3,033
502	-	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1
506	-	TEMP EROSION & SEDIMENTATION CONTROLS	LS	1

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE BOTH HAYS COUNTY AND TXDOT SPECIFICATIONS ARE NAMED IN THE SCHEDULE OF QUANTITIES ABOVE THE DIRECTION PROVIDED BY THE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE WHERE IN CONFLICT WITH THE TXDOT SPEC ITEM. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

TXDOT ITEM 110/HAYS CO. ITEM 1.00- EXCAVATION (ROADWAY)

ITEM SHALL BE PAID FOR BY SQUARE YARD IN PLACE FOR DEPTH SPECIFIED.

TXDOT ITEM 110/HAYS CO. ITEM 1.00- EXCAVATION (ROADSIDE DITCH CLEANUP)

ITEM SHALL BE PAID FOR LINEAR FOOT OF ROADSIDE DITCH REPAIRED.

THE INTENT OF THIS WORK ITEMS IS TO REMOVE SILT AND SEDIMENT THAT HAS ACCUMULATED IN THE ROADSIDE DITCH OVER TIME AS WELL AS GRADE DITCH TO DRAIN AND IMPROVE DITCH CAPACITY.

TXDOT ITEM 164 CELL FBR MULCH SEED (PERM)

SEED MIXTURE SHALL COMPLY WITH THE PLANTING SEASON ACTIVE AT THE TIME PLANTING WILL OCCUR.

SEED MIXTURE SHALL BE APPLICABLE TO SOIL TYPE WITHIN THE PROJECT LIMITS.

THERE WILL BE NO SEPARATE PAY ITEM FOR TEMPORARY WATER FOR IRRIGATION AND ESTABLISHMENT OF GRASSES. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

ITEM 460 CORRUGATED METAL PIPE CULVERT

EXCAVATION AND BACKFILL, PIPE BEDDING AND CEMENT STABILIZED BACKFILL SHALL BE SUBSIDIARY TO THE PAY ITEMS FOR CORRUGATED METAL PIPE TXDOT SPEC 460.

ITEM 506 TEMP EROSION & SEDIMENTATION CONTROLS

NEED FOR EROSION CONTROLS IS ANTICIPATED TO BE LIMITED TO FIBER CONTROL LOGS OR SILT FENCE AS NEEDED AT THE DOWNSTREAM END OF EACH DAILY WORK PHASE AND THEREFORE CONTROLS ARE NOT SHOWN ON THE PLANS. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING STRUCTURES OR ONTO ADJACENT PROPERTIES.



T.B.P.L.S. Firm Registration # 10183770
T.B.P.E. Firm Registration # F-5686
1710 W. BRIDGES BLVD
AUSTIN, TX 78748
PH: 512.259.8100



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REVISIONS:

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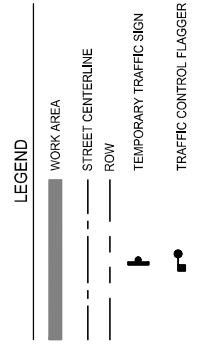


PROJECT:
PIN OAK STREET
ROADWAY
REHABILITATION

SHEET TITLE:
SCHEDULE OF
QUANTITIES

03 OF 07

Item 12.



TRAFFIC CONTROL NOTES:

1. TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS, BARRICADES, FLAGMEN OR OTHER TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC.
2. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS/MAINTENANCE DEPARTMENT WHEN ANY TRAFFIC CONTROL CHANGES ARE TO BE MADE. THE NOTIFICATION MUST BE MADE TWO DAYS PRIOR TO ANY CHANGE.
3. ACCESS TO ALL DRIVES AND SIDE ROADS, BOTH PUBLIC AND PRIVATE, ARE TO BE MAINTAINED AT ALL TIMES.
4. WORK SHALL BE CONDUCTED SO THAT ALL MACHINERY IS OFF PUBLIC RIGHT-OF-WAY BY SUNSET.
5. CONTRACTOR SHALL EMPLOY ALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM CONTROL DEVICES FOR STREETS AND HIGHWAYS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES THROUGHOUT ACTIVITIES.

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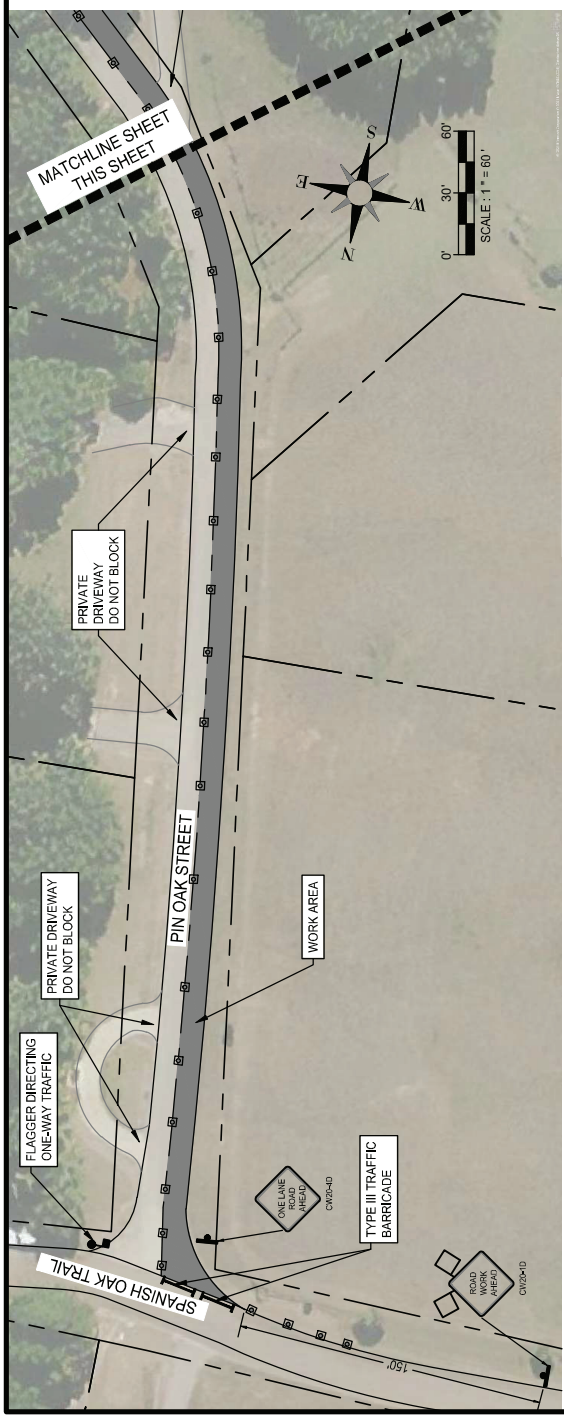


PROJECT:
PIN OAK STREET
ROADWAY
REHABILITATION

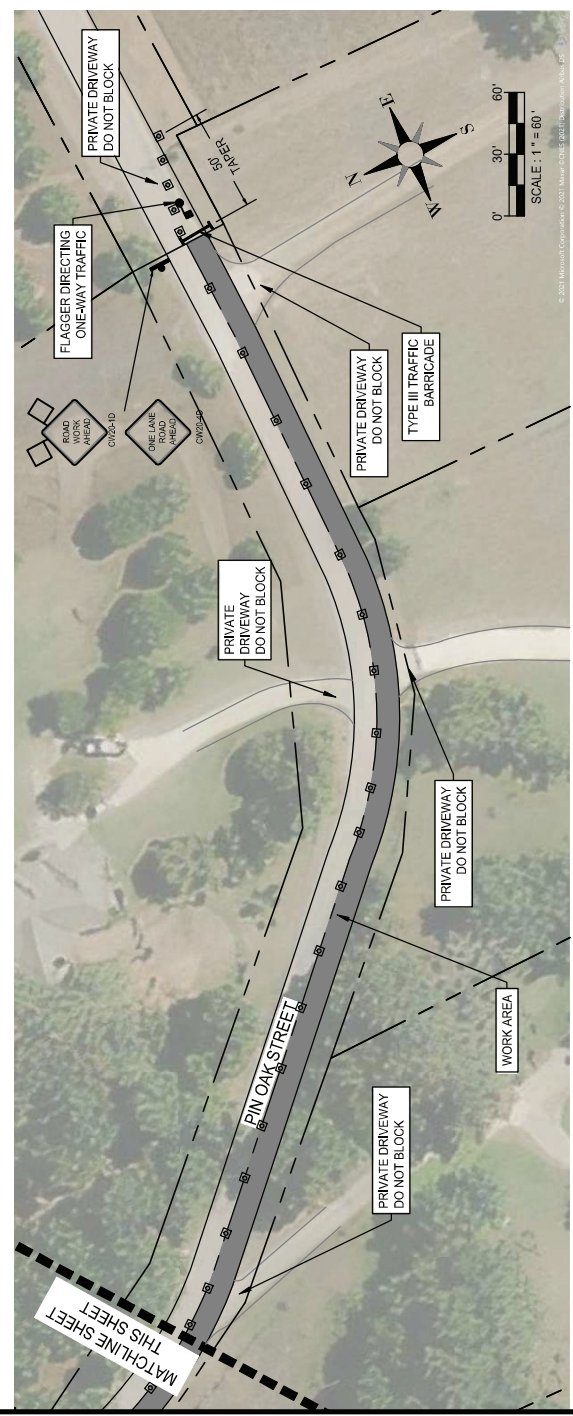
SHEET TITLE:
TRAFFIC CONTROL
PLAN - PHASE 1

04 OF 07

Item 12.



TRAFFIC CONTROL PLANS SHOWN ARE A MINIMUM REQUIREMENT. CONTRACTOR SHALL PHASE WORK AREAS TO SIZES THAT WILL ALLOW THE ROAD TO OPEN FOR 2 WAY TRAFFIC FROM SUNSET TO SUNRISE





LEGEND

- WORK AREA
- STREET CENTERLINE
- ROW
- TEMPORARY TRAFFIC SIGN
- TRAFFIC CONTROL FLAGGER

TRAFFIC CONTROL NOTES:

1. TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS, BARRICADES, FLAGMEN OR OTHER TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC.
2. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS/MAINTENANCE DEPARTMENT WHEN ANY TRAFFIC CONTROL CHANGES ARE TO BE MADE. THE NOTIFICATION MUST BE MADE TWO DAYS PRIOR TO ANY CHANGE.
3. ACCESS TO ALL DRIVES AND SIDE ROADS, BOTH PUBLIC AND PRIVATE, ARE TO BE MAINTAINED AT ALL TIMES.
4. WORK SHALL BE CONDUCTED SO THAT ALL MACHINERY IS OFF PUBLIC RIGHT-OF-WAY BY SUNSET.
5. CONTRACTOR SHALL EMPLOY ALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM CONTROL DEVICES FOR STREETS AND HIGHWAYS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES THROUGHOUT ACTIVITIES.

IMPLEMENT TRAFFIC CONTROL PLAN FOR 30 MPH SPEED LIMIT

CONTRACTOR TO POSITION FLAGGERS ON ALL ENTRANCES TO THE WORK AREA TO CONTROL ONE-WAY TRAFFIC FLOW

REVISIONS:

NO.	REVISION	DATE

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PROJ. #: MAINT-2021-002

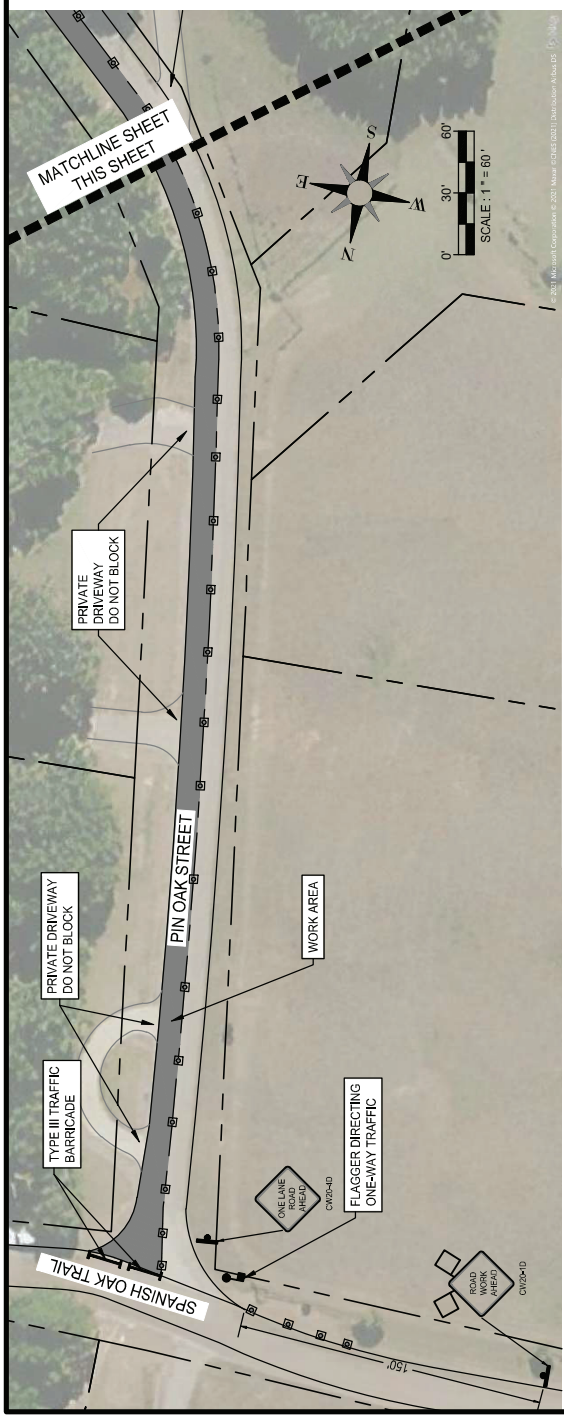


PROJECT:
PIN OAK STREET ROADWAY REHABILITATION

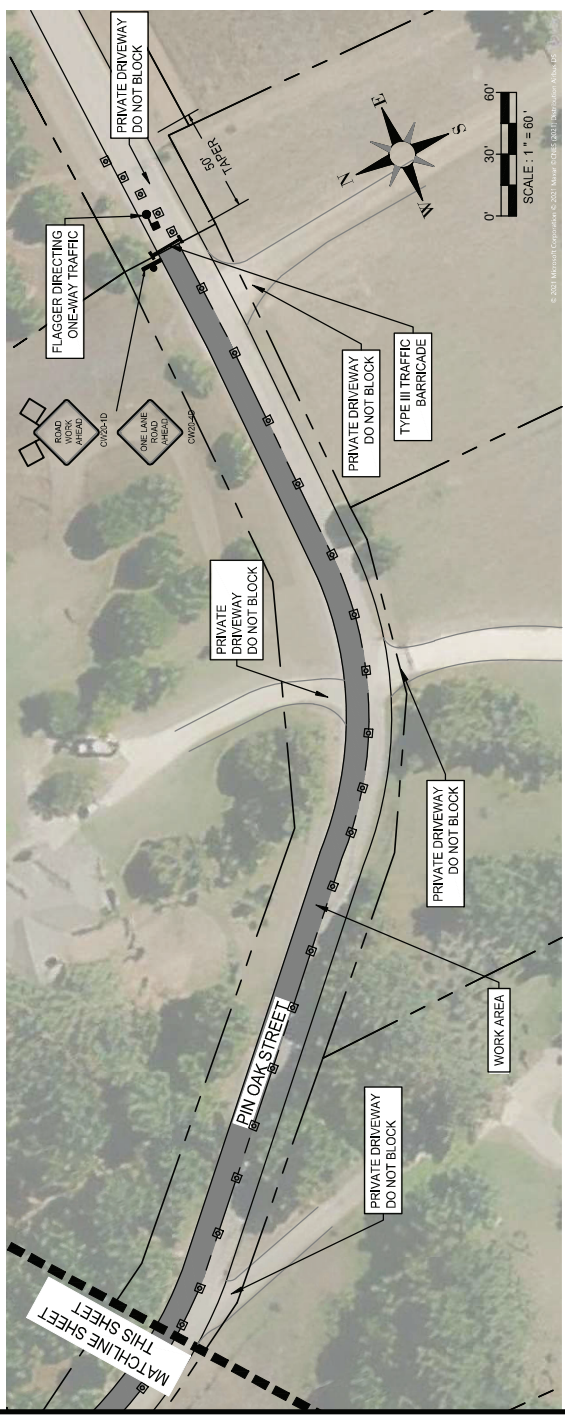
SHEET TITLE:
TRAFFIC CONTROL PLAN - PHASE 2

05 OF 07






Item 12.



TRAFFIC CONTROL PLANS SHOWN ARE A MINIMUM REQUIREMENT. CONTRACTOR SHALL PHASE WORK AREAS TO SIZES THAT WILL ALLOW THE ROAD TO OPEN FOR 2 WAY TRAFFIC FROM SUNSET TO SUNRISE



LEGEND

	FULL DEPTH REPAIR WITH RECYCLED BASE AND TWO COURSE SURFACE TREATMENT
	ROW
	CULVERT
	STREET CENTERLINE
	DRAINAGE SWALE

NOTES:

- CONTRACTOR TO MATCH EXISTING GRADE AT EDGE OF PAVEMENT. MAINTAIN EXISTING DRAINAGE CONTOURS & DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
- CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
- CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
- CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT, AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL UTILITIES AT EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
- THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE RIGHT-OF-WAY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION FROM DESTRUCTION. CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AND OTHER NATURAL SURROUNDINGS. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED AS A RESULT OF THEIR OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT PRESENT PRIOR TO CONSTRUCTION.
- A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
- THE ESTIMATED QUANTITIES PUBLISHED WITH THESE CONSTRUCTION DOCUMENTS ARE FURNISHED AS AN AID IN THE BIDDING PROCESS AND ARE NOT TO BE SUBSTITUTED FOR CONTRACTORS QUANTITY TAKEOFFS.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPED OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
- CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.

REVISIONS:

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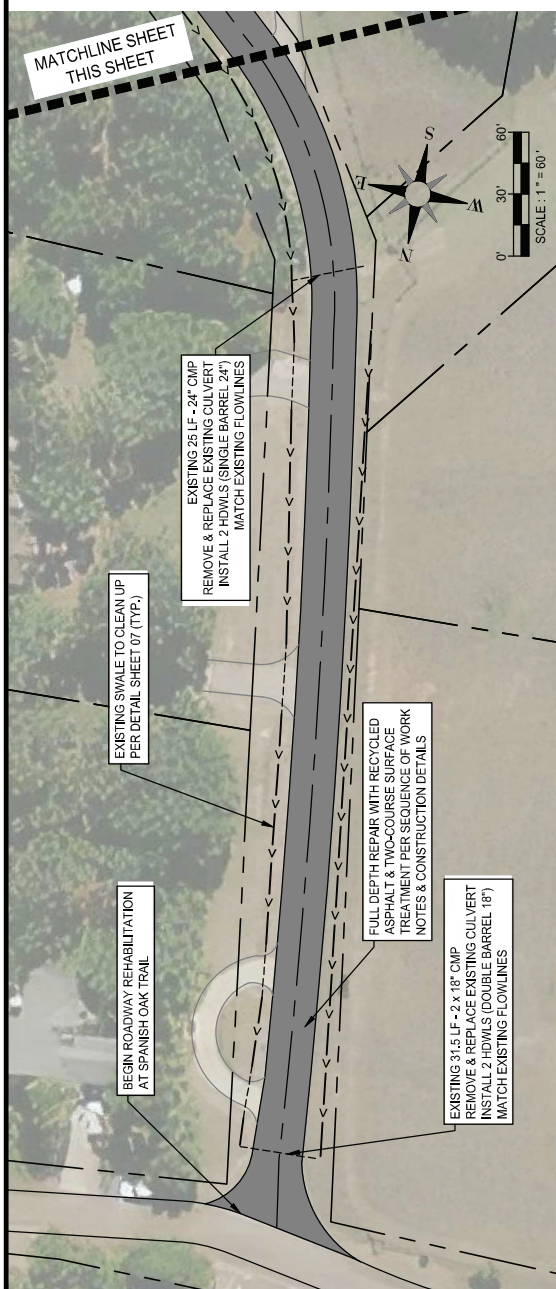


PROJECT:
PIN OAK STREET ROADWAY REHABILITATION

SHEET TITLE:
PAVING PLAN

06 OF 07

Item 12.





ENGINEER'S SEAL

DATE: 06/02/2021
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PROJ. #: MANT-2021-002

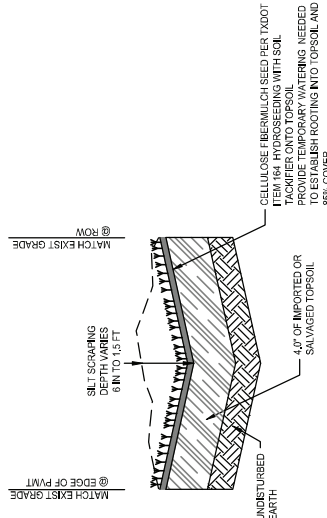
PROJECT:
PIN OAK STREET
ROADWAY
REHABILITATION

SHEET TITLE:
PAVING DETAILS

07 OF 07

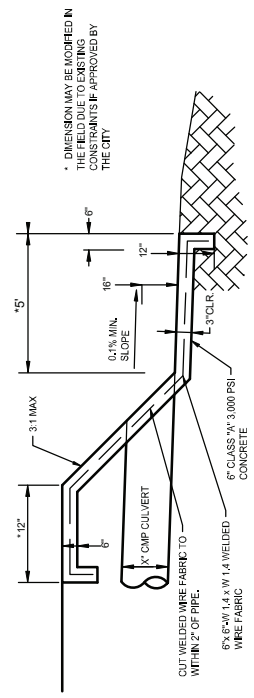
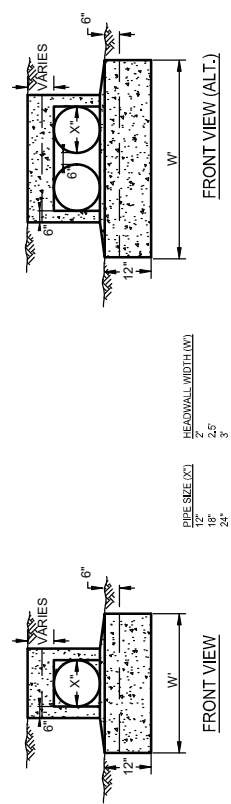


Item 12.

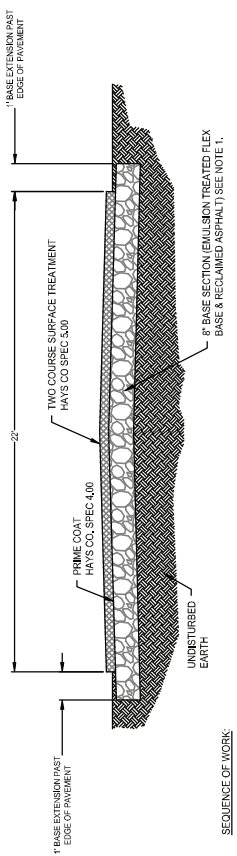


- NOTES:
- EXISTING TREES, UTILITIES, AND OTHER PERMANENT STRUCTURES ARE NOT TO BE DISTURBED DURING SWALE IMPROVEMENTS.
 - THE INTENT OF THIS WORK ITEM IS TO REMOVE SILT AND SEDIMENT THAT HAS ACCUMULATED IN THE ROADSIDE DITCH OVER TIME AS WELL AS GRADE DITCH TO DRAIN AND IMPROVE CAPACITY.

2 ROADSIDE DITCH - SILT CLEANUP AND GRADE TO DRAIN
N.T.S.

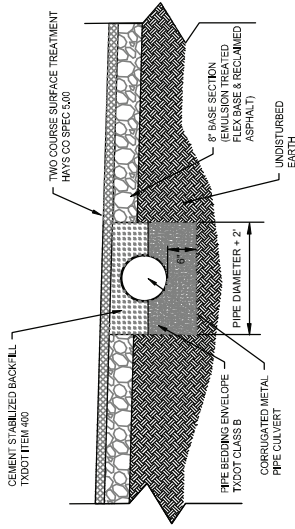


4 CULVERT HEADWALL
N.T.S.



- SEQUENCE OF WORK:
- RECLAIM THE EXISTING ASPHALT (APPROX. 2 IN) PER TxDOT ITEM 305.5 STOCKPILE EXISTING ASPHALT.
 - EXCAVATE 8 INCHES OF EXISTING SUBGRADE BELOW AND 1 FOOT WIDER THAN EXISTING PAVEMENT AND HAUL OFF.
 - PLACE NEW FLEXIBLE BASE (APPROX 6 IN) AND MIX IN THE RECLAIMED ASPHALT AND LIQUID EMULSION PER TxDOT 553.09A UNFORMLY BLEND THE RECLAIMED ASPHALT. NEW BASE AND LIQUID EMULSION TO A DEPTH OF 7 INCHES LEAVING 1 INCH OF NEW FLEXIBLE BASE AT THE BOTTOM OF THE PROPOSED 8 INCH BASE SECTION. THE RECLAIMED ASPHALT WITH THE TREATING AGENTS (ION AND THE EXISTING SUBGRADE TO ENSURE THE MIXED AND TREATED BASE IS NOT CONTAMINATED BY NATIVE SUBGRADE MATERIAL.
 - COMPACT THE 8" OF STABILIZED BASE TO 97% MAX DENSITY (+/- 2% OPTIMUM MOISTURE PER TEX 119E).
 - ALLOW THE BASE SECTION TO CURE 3 TO 7 DAYS UNTIL MOISTURE CONTENT IS A MINIMUM 2% BELOW OPTIMUM. TRAFFIC MAY BE ALLOWED ON THE FINISHED SECTION DURING CURING.
 - APPLY PRIME COAT AND ALLOW TO CURE FOR MINIMUM 24 HOURS.
 - APPLY TWO COURSE SURFACE TREATMENT.
TxDOT ITEM 302 GRADE 3.
FINAL COURSE: HFR-50 OR GRS-2
SEAL COAT BINDER: HFR-50 OR GRS-2

1 PROPOSED FULL DEPTH PAVEMENT REHABILITATION SECTION
N.T.S.



- NOTES:
- THE CULVERTS SHALL GENERALLY MATCH THE EXISTING FLOWLINE OF THE CULVERT BEING REPLACED.
 - CONTRACTOR TO GRADE ROADSIDE DITCHES AND CULVERTS TO DRAIN.
 - PIPE COURSE VARIES BASED ON EXISTING FLOWLINES.
 - EXCAVATION AND BACKFILL, PIPE BEDDING AND CEMENT STABILIZED BACKFILL SHALL BE SUBSIDIARY TO THE PAY ITEMS FOR CORRUGATED METAL PIPE TxDOT SPEC 460.

3 CULVERT SECTION
N.T.S.



City of Dripping Springs

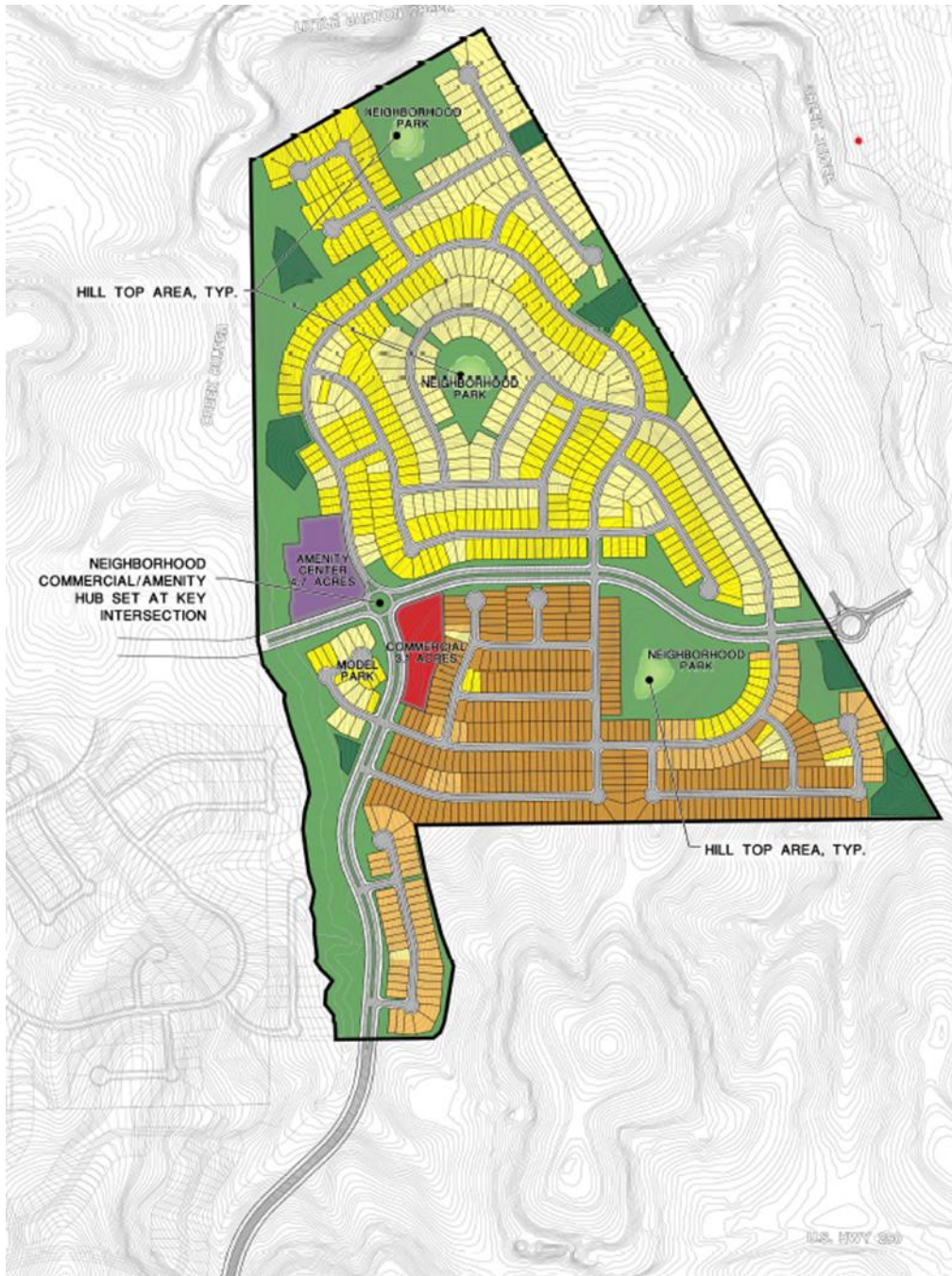
Post Office Box 384
 511 Mercer Street
 Dripping Springs, Texas 78620

Agenda Item Report from: Laura Mueller, City Attorney; Leslie Pollack, Transportation Engineer; David Tuckfield, Utility Counsel

Meeting Date:	August 17, 2021
Agenda Item Wording:	Public hearing and consideration 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 at I.V. DAVIS, jr. Preemption Survey, Abstract Number 673, and the Edward W. Brown Survey Number 136, Abstract Number 44, Hays County, Texas.. <i>Applicant: Rex Baker, Baker & Robertson</i>
Agenda Item Requestor:	Rex G. Baker III, Barker & Robertson
Applicant:	Rex G. Baker III, Barker & Robertson
Owner:	Cynosure Corporation, 171 Benney Lane, Bldg II
Date of Application:	August 27, 2020
Staff Recommendation	Approval as presented.
<p>Blue Lined – Cynosure Ranch</p> <p>Light Gray-City Limits</p> <p>283 acres</p> <p>Proposed Site of Wild Ridge</p>	<p>Parcel Data: CYNOSURE INC E US 290 DRIPPING SPRINGS, TX 78620</p> <p>Zoom to</p>

Summary/Background:

The subject property is currently located in the extraterritorial jurisdiction (ETJ) but will be annexed into the City. Upon annexation, the applicant is requesting a Planned Development District for an approximately 283 acre tract of land, generally located north of U.S. 290, west of Headwaters Boulevard, and east of Ranch Road 12. The applicant is requesting a Planned Development District with a base zoning district of Single-family residential—Town center (SF-3) with the intent of developing 960 single family lots including up to 315 40-foot lots, 98 45-foot lots, 292 50-foot lots, and the remainder as 60-foot lots (255).



This project also involves a Transportation Enhancement Agreement for roads connecting the property to U.S. 290, and the Anarene and Headwaters developments, for which they are seeking reimbursement for some infrastructure. There is a separate staff report related to this agreement. This application was submitted in May 2020 and the City has conducted multiple meetings with developer, which included many internal meetings with staff, the Development Agreement Working Group, Parks & Recreation Commission, Transportation Committee, as well as workshops with the Planning & Zoning Commission and City Council, including with the Development Agreement Working Group.

Location:

The property is located north of U.S. Highway 290, east of RR 12, west of Headwaters Boulevard, and just east of the Big Sky Development.

Physical and Natural Features:

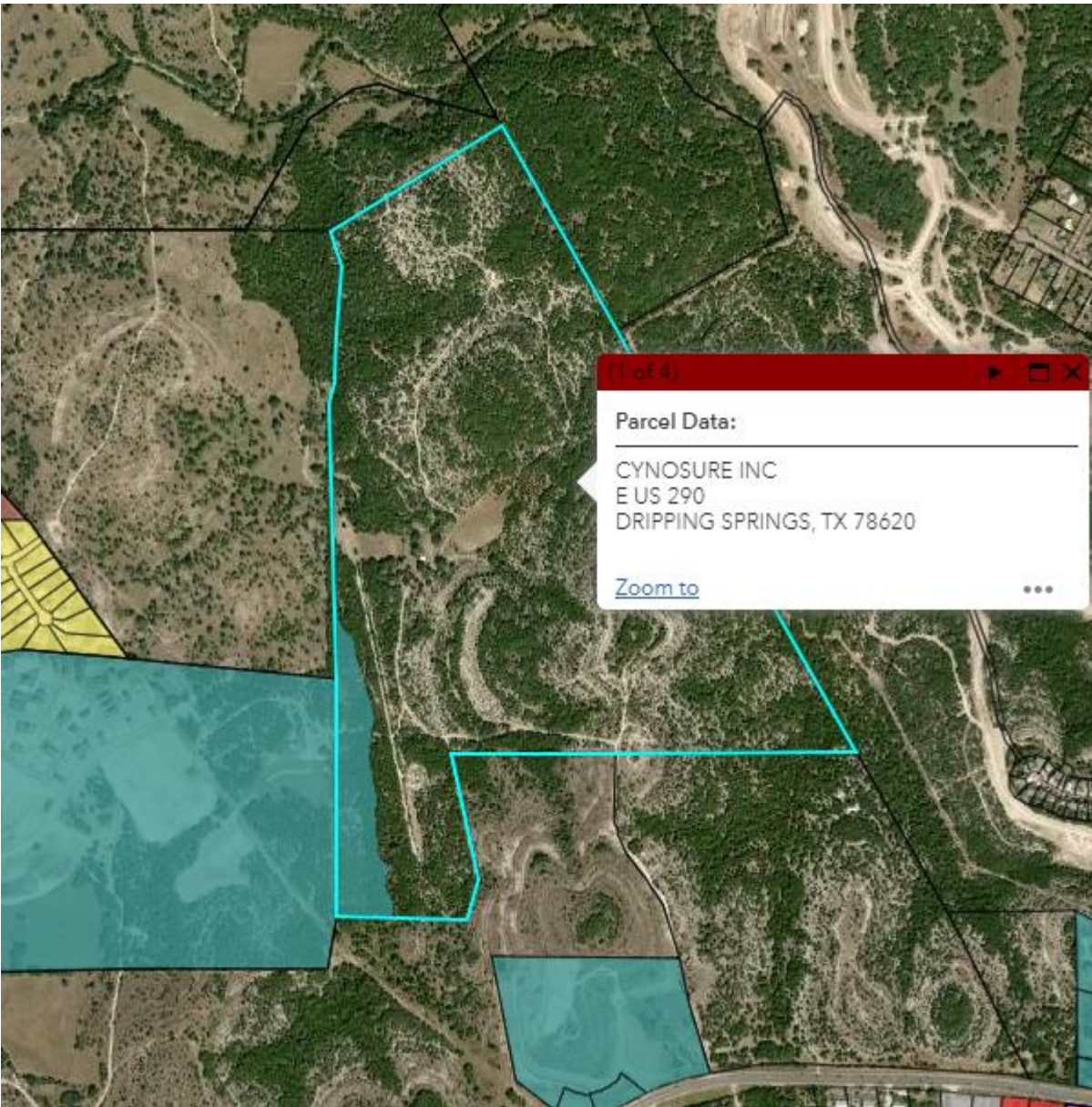
The property is vacant, with tree coverage and three hilltops.

Surrounding Properties:

The western portion of this property is located near the core of the City of Dripping Springs, which has denser development patterns. There has been rapid growth in this area of the City, therefore making it essential to coordinate densities as the property pushes away from the core.

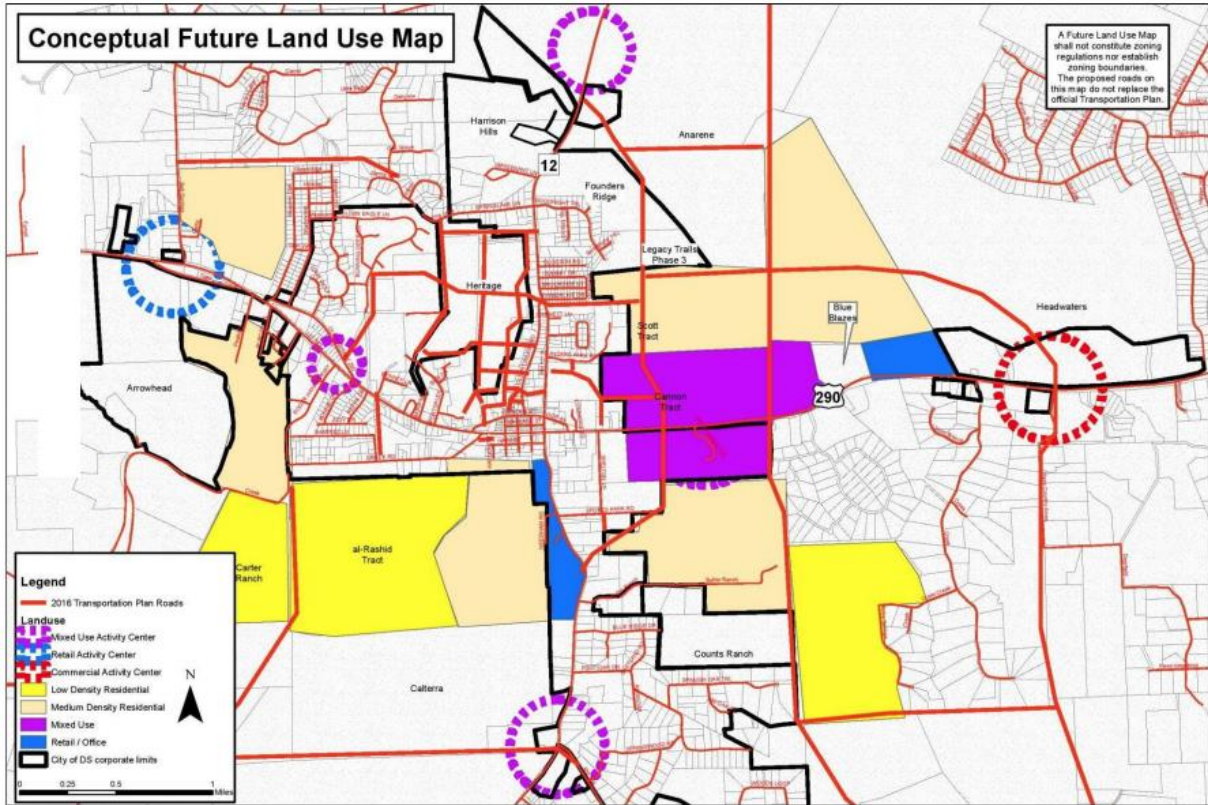
The current zoning, future land use designation, and exiting uses on the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan / Future Land Use Plan
North	ETJ (Anarene/Headwaters)	Undeveloped /Residential	Not in Future Land Use Plan
East	ETJ (Headwaters Tract)	Residential	Residential
South	ETJ (Cannon Tract)	Undeveloped	Mixed-Use
West	PDD-Big Sky	Residential	Medium Density Residential



Future Land use Map and Zoning Designation:

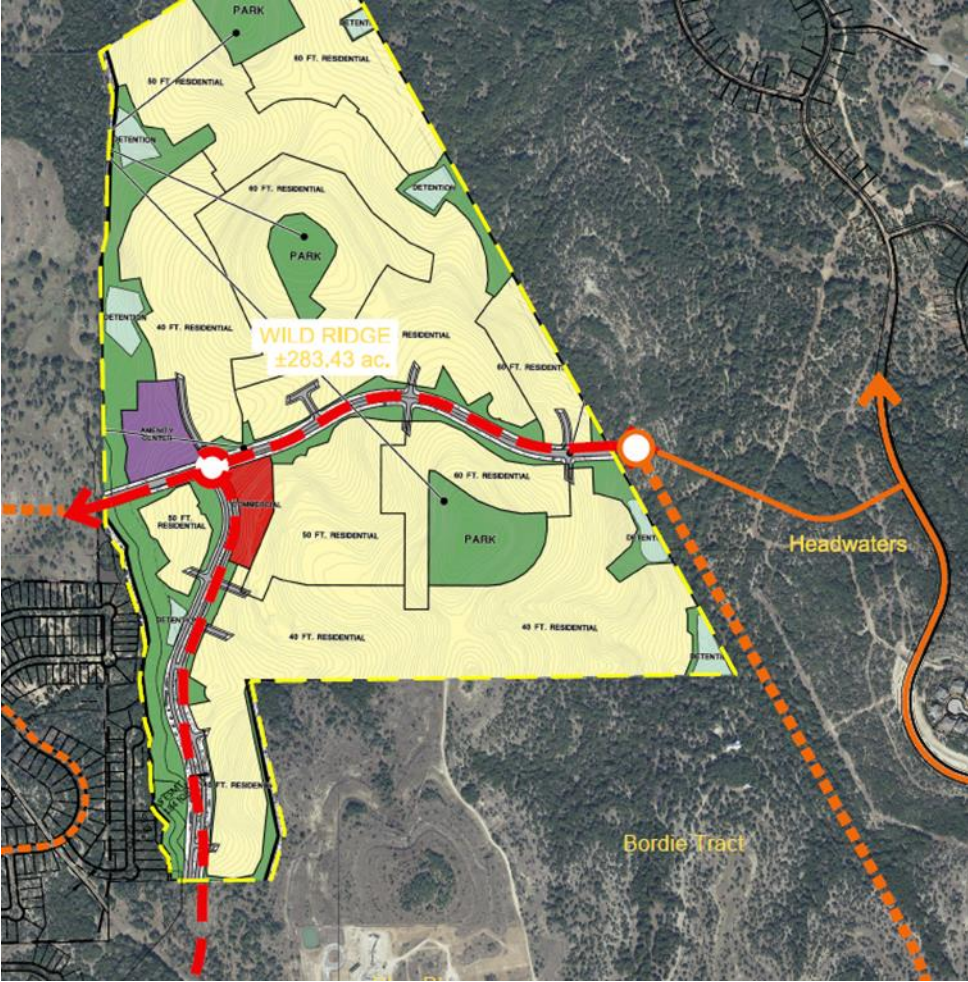
The subject property is designated on the Future Land Use Map as Medium Residential. This category includes smaller lot single family homes. Though the development includes some Local Retail uses, it is primarily single-family homes.



The base zoning of Single-family residential—Town center (SF-3) allows for connectivity and access to adjacent neighborhoods and amenities such as parks and future schools. The Planned Development districts places regulations that are compatible with the adjacent tracts and allows for a smooth transition from high density to a lower density housing product.

Other Master Plans:

The 2019 Amended Transportation Plan shows a proposed north/south vehicular connection on the eastern border of the development. The proposal is to move it to the center of the development. The applicant has worked with Staff to comply with the proposed Master Transportation Plan. The below section outlines the Transportation issues.



Transportation/ Road Improvements:

The overall development will be accessed from US Highway 290 with the construction of the North/South Roadway as a four-lane minor arterial between US 290 and the East/West Roadway. The East/West Roadway will be constructed as a four-lane minor arterial between Big Sky Ranch and Headwaters. The pedestrian facilities (sidewalks, etc.) will be provided only within the subject property. An arterial street is intended to serve both local and regional traffic by connecting cities and rural areas to the highway system while limiting access.

Summary of Estimated Additional Costs		
Item	Cost	Meritage Costs
Transportation/Road Facilities	\$ 5,837,676	\$ 12,732,750
Utility Increased Costs	1,303,894	11,577,829
Additional Amenities and Parks	1,116,992	6,736,756
Estimated Total of Additional Costs for City Facilities	\$ 8,258,562	\$ 31,047,335

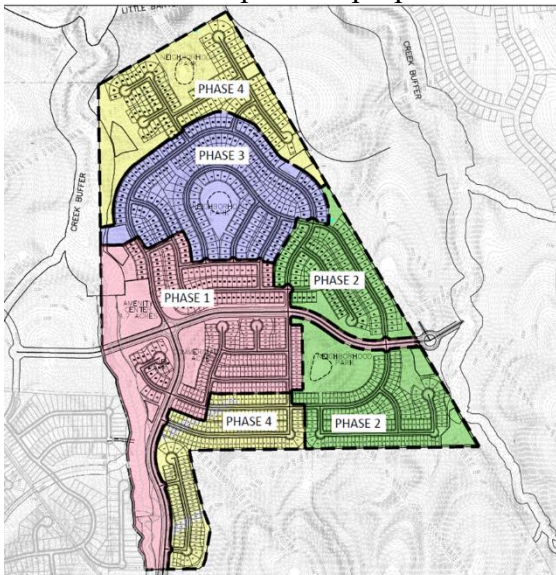
City staff initially requested the following improvements from the Wild Ridge Development:

1. Construction of the North/South Roadway as a two-lane collector with pedestrian facilities between US 290 and East / West Roadway.
2. Construction of the East/West Roadway as a four-lane minor arterial with pedestrian facilities between Big Sky Ranch and Headwaters.
3. Construction of a North/South Roadway on the east property line as a four-lane minor arterial.
4. Intersection improvements as identified in the TIA.

The Wild Ridge Development has agreed to the following:

1. Construction of the North/South Roadway as a four-lane minor arterial with pedestrian facilities between US 290 and East/West Roadway. A 10' shared-use path will be constructed on one side of the North/South Roadway within the subject property.
2. Construction of an East/West Roadway as a four-lane minor arterial with pedestrian facilities between Big Sky Ranch and Headwaters. A 10' shared-use path will be constructed on one side of the East/West Roadway.
3. Construction of a roundabout at North/South Roadway and East/West Roadway.
4. Construction of a roundabout at East/West Roadway and DSISD school property in Headwaters.
5. Intersection improvements as identified in the TIA:
 - Construction of a westbound right-turn lane on US 2920 at the North/South Roadway
 - \$350,000 to a traffic signal at US 290 and North/South Roadway

The transportation improvements proposed to be constructed by the Wild Ridge development are those that provide additional roadway capacity. These improvements align with the City's transportation priorities. The construction of a four-lane North/South arterial provides needed mobility in this quadrant of the City. Two-lane roadways are needed to meet the traffic demands of the Wild Ridge Development, but four-lane roadways are needed for the demands of area including future growth. Collectively, the transportation improvements proposed by Wild Ridge exceed the Development's proportional share identified in the TIA.



Utilities:

The subject lot is within the City of Dripping Springs service area for wastewater and water and will be worked out through an agreement. They will have 1,050 Water LUEs and 1,014 Wastewater LUEs including both the residential houses and the commercial uses. Electricity will be provided through Pedernales Electric Cooperative (PEC).

Proposed Zoning District and PDD Development Regulations:

The Planned Development District is requesting a base zoning of Single-family residential—Town center (SF-3). Single-family residential—Town center (SF-3) is intended to promote stable, quality, detached-occupancy residential development on individual lots at increased densities. Individual ownership of each lot is encouraged. This district provides a "buffer" or transition district between lower density residential areas and multiple-family or nonresidential areas or major thoroughfares.

The Planned Development Districts permitted uses are as follows:

- Single-Family Dwelling, Detached;
- Home Occupation;
- Swimming Pool, Private;
- Amenity Center;
- Local Retail. Used allowed in Local Retail (LR) zone except that residential uses, including multifamily, are prohibited in the Commercial Area. Financial institutions are allowed in the Commercial Area.

Uses not specifically listed above are not permitted within this zoning district. No accessory dwelling unit is permitted in this zoning district except for lots that are at least sixty (60) feet wide.

Development Standards		
	Single-family residential— Town center (SF-3)	Planned Development District
Size of Lots		
Minimum Lot area	3,500 square feet	4,800 square ft./dwelling unit
Minimum Lot Width	35 feet	40 feet (Internal); 50 feet (Corner)
Minimum Building Width	25 feet	25 feet
Setback Requirements		
Minimum Front Yard	10 feet	10 feet
Minimum Side Yard	5 feet, 7.5 feet	5 feet; 10 feet (Corner)
Minimum Rear Yard	10 feet	10 feet
Accessory Building	5 feet	5 feet
Height Regulations		
Main Building	2 ½ stories, or 40'	2 ½ stories, or 40'
Other Development Standards		
Impervious Cover	65 %	50% total, maximum 60% per residential lot; 70% per commercial lot

Other development regulations:

Maximum Height of Fence Outside of Street Yard: Six (6) feet; provided, however, that the Property may have an eight (8) foot maximum height of fence where separating residential lots from adjacent arterial or collector roads. Material of a fence in excess of six (6) feet shall be constructed of masonry, reinforced concrete, or other approved materials that do not contain openings. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Approval shall be by the Development Review Committee.

2.4.7 Parking.

A. Residential Parking. Development of the Property shall include parking at a minimum of two spaces per residence.

B. Parkland Areas. If it is determined by City staff that the development of parks requires parking to be provided for recreational areas, the quantity of spaces shall be determined under Section 5.6.2 (12) Commercial amusement (outdoor) of the City's Zoning Ordinances. The quantity of required parking spaces shall be met by on-street parallel parking. Current parkland elements include but are not limited to, a Children's Playground, sidewalks, picnic areas, seating areas and an unstructured play area. If additional elements are added to the park, then the increase of required parking shall meet the City Ordinance requirements and may be administratively approved by the Development Review Committee. A parking study may be commissioned by the applicant to justify a reduction in the overall amount of off-street parking required for an amenity center, but in no case shall the reduction exceed twenty percent (20%). The intent of this provision is to best facilitate a walkable environment where additional surface parking would be detrimental to the overall development.

2.4.8 Design of Residences: Homes shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement. Homes shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement.

(a) The front elevation of all homes shall contain wall plane articulation. No elevation shall be single wall plan across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
2. Covered front porches or patio with a minimum size of 60 square feet;
3. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
4. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street):
5. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house).
6. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail.
7. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction.
8. Two or more masonry finishes to compliment the architectural style of the home; and
9. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(b) Floorplans will be available in single and two-story housing plans. A minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape. Articulation on the front face should be used to ensure a nonrepetitive streetscene. Where building pads are interrupted by a street or open space lot of at least 50 feet in width, a plan may repeat. A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2), although elevations shall be different on the two houses.

Parkland:

The total parkland dedication is 64.26 acres, 59.56 acres of the development is set aside for public parkland dedication; another 16.86 acres of the development is set aside for private parkland dedication and detention ponds. The HOA will be maintaining all public and private part amenities and trails.

The applicant has asked for a waiver of park development fees based on their agreed to maintenance of all public park facilities on their site and their agreement to come within the city limits.

At 23 DUs for the proposed development, Wild Ridge is adding a potential 2,800+ people to the Dripping Springs community that will be using the City's Community Parks. Per ordinance, the "Parkland Development Fee is meant to provide active recreation parks and sports field options, and /or provide trails that connect park users to existing community parks."

Approximately 8,847 linear feet of Off-road Nature Trails and Public Parkland Footpaths throughout the development including a 10 foot concrete trails along Lone Peak, East/West Arterial, and the North/South Arterial. A trailhead to Rathgeber Park, pursuant to City direction, is also proposed.

Section of the parkland dedication narrative states the following:

"The Park Development Fee shall be offset by parkland improvements as outlined in this narrative, that exceed the required fee total."

Wild Ridge was not vested under the old parkland dedication ordinance but was halfway through negotiations when the City adopted the new parkland dedication ordinance so there is an equity argument on why we should not be as strict with allowing mitigation; and the Developer Agreement has been heavily negotiated.

Wild Ridge will be providing amenities at their public parks (with some requested reimbursement by the City):

1. A Children's Playground
2. Disc Golf
3. Trails
4. Sidewalks
5. Picnic Areas
6. Seating Areas with Shade
7. Unstructured play areas
8. Irrigated and enhanced landscaping

Highlights:

1. A 4-lane arterial will be built within Cynosure/Wild Ridge east west and from center of development to edge of property.
2. A 4-lane arterial will be built from southern border of the property to 290.
3. Main roads will be built in Phase 1.
4. Will be annexed on request of City.
5. City will reimburse for some oversizing of roads and utilities and for some public park improvements.

6. Meritage has agreed to the City’s design requests.

Evaluation:

According to Article 30.03.007 (c)(3), the PDD shall be evaluated with respect to the following:

Article 30.03.007 (c)(3)	
a) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.	The PDD is in compliance with all provisions of the city’s code of ordinances, with the exceptions of the amendments requested herein.
b) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.	The development of the property will impact the existing natural resources on the site. The development will be off setting the impact by planting two 3-inch size trees per residential lot and 237 4-inch size tree at amenity center and boulevards. 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.
c) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.	The proposed development is a compatible use with the surrounding lots/uses. The development is proposing design standards for the homes. The standards would require 100% masonry on all elevations which include native stone, brick, masonry, stucco, and cementitious siding. The development will also provide variation on the front façade of all residential homes to ensure a nonrepetitive streetscape (See 2.4.8 of the Proposed PDD.)
d) The provision of a safe and efficient vehicular and pedestrian circulation system.	The applicant has worked with staff to ensure safe and efficient vehicular and pedestrian circulation. The applicant presented their request to the Transportation Committee in May 2021 and the Committee had no opposition to approval of the transportation plan. As stated above the applicant will be providing a 4-lane east/west connection through the property from Anarene to Headwaters and a 4 lane connection from the center of the development to 290. They are requesting reimbursement for portions of these roadways.
e) The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.	

<p>Section 2.4.7 states the parking requirements for the development. The parking for residential uses is compatible with the city’s current parking requirements for residential dwellings.</p> <p>The developer has requested a variance for the parking for the amenity center and staff has worked out the details with the applicant. If any of the amenities on the parkland lots are to change parking outside the approved variance will be reevaluated by the Development Review Committee (City Planner, City Engineer, City Administrator, Building Official.)</p>
<p>f) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.</p>
<p>The applicant is proposing adequate traffic circulation and will be required to comply with fire code in order to provide adequate access to the structures.</p> <p>The street widths exceed our current ordinance and meet the proposed Master Transportation Plan.</p>
<p>g) The coordination of streets so as to arrange a convenient system consistent with the transportation plan of the city.</p>
<p>The applicant has worked with staff to ensure that transportation system within the development is compatible with the city’s current Transportation Plan as well as the proposed Master Transportation Plan including moving a north/south connector from the eastern border of the development which has difficult topography to the center of the development.</p> <p>The proposed master transportation plan proposes a north/south connection as well as the east/west connection. The new master plan will ensure that there is proper safety and circulation for vehicles and pedestrian traffic.</p>
<p>h) The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.</p>
<p>The applicant is not proposing any screening for adjacent lots or surrounding uses outside of their property boundaries, however they have requested the ability to provide a taller fence along the four-lane arterial that’s proposed through the development..</p>
<p>i) Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.</p>
<p>The development will comply with the city’s lighting ordinance.</p>
<p>j) The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses</p>
<p>The applicant presented their Parkland Dedication and Development Fee to the Parks Commission on June 7, 2021. The Parks Commission voted 6-1 to recommend approval of the Parkland dedication and development fee proposed. (see above parkland section for more information).</p>

k) Protection and conservation of soils from erosion by wind or water or from excavation or grading.
The applicant will be required to conform to all ordinances as well as State regulations regarding conservation and erosion control at the time of development.
l) Protection and conservation of watercourses and areas subject to flooding.
There are no FEMA designated floodplains located on this tract. The applicant will be required to designate local floodplains when applicable per City and County Ordinances. In addition, the Applicant will protect existing natural drainageways by providing stormwater detention and water quality facilities per City and TCEQ regulations as well as establish Water Quality Buffer Zones.
m) The adequacy of water, drainage, sewage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
The applicant has negotiated a wastewater and water agreement with the City in order to secure LUEs for the site. This Agreement will be presented to the Council on August 17, 2021. The wastewater agreement provides that in the event that there is not enough wastewater capacity to accommodate the development in the near term, the applicant may construct a temporary package plant. If that occurs, the development will ultimately connect to the City's wastewater system as soon as it is available. Furthermore, both the water and wastewater agreements require that the applicant provide facilities required to serve the development and that such facilities will be constructed in accordance with the public improvement plans. The development will also manage drainage providing stormwater detention and water quality facilities per City and TCEQ regulations.
n) Consistency with the comprehensive plan.
The comprehensive plan and future land use plan designates the area as medium residential density which allows for residential as proposed. Though the development is primarily residential with some commercial it is a compatible with the medium residential use designation.

Commission Recommendations:	<p>The DAWG requested various road improvements for the 960 density which the developer agreed to in the form of construction with some reimbursement.</p> <p>The Transportation Committee recommended approval at the May 2021 meeting; and</p> <p>The Parks & Recreation Commission recommended approval at their June 7, 2021 meeting.</p>
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:	Recommendation of Approval of the Planned Development District as presented.
Alternatives/Options:	Recommendation of Disapproval of the Planned Development District; Recommendation of Approval of the Planned Development District with conditions deemed necessary by the Commission
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, and various development fees. City will be reimbursing for some of the oversizing of the improvements in recognition of the development annexing into the City.
Attachments:	<ul style="list-style-type: none"> - Proposed Planned Development District - Exhibits - Staff Report
Related Documents at City Hall:	Annexation documents.
Public Notice Process:	Notice was published in the newspaper.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	This property is listed as Medium Residential on the Future Land Use Plan.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 283.42 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto;

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43;

WHEREAS, the City received a written petition requesting the voluntary annexation of the area described in Exhibit “A” on _____, 2021;

WHEREAS, the area identified in Exhibit “A,” 283.42 acres of the I.V. Davis, Jr. Preemption Survey, Abstract No. 673, and the Edward W. Brown Survey No. 136, Abstract No. 44, Hays County, Texas, is adjacent and contiguous to the city limits;

WHEREAS, the City Council granted the petition and allowed City staff to proceed with negotiating the service agreement with the property owner, in accordance with Section 43.0672 of Texas Local Government Code;

WHEREAS, the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on August 3, 2021; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. ANNEXATION OF TERRITORY

- A. The property in the area described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B. The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C. An annexation agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code, and is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes.
- D. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

3. EFFECTIVE DATE

This ordinance is effective, and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

4. FILING

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller’s Office.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder

of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the 3rd day of August 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., Mayor

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT “A”

EXHIBIT “B”

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on 3rd day of August 2021, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, ("City") and Cynosure Corporation ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 283 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, City and Owner desires to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

a. POLICE PROTECTION

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff's Office.

b. FIRE SERVICE

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue (Emergency Services District #6). Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

The Building Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

d. LIBRARIES

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. PLANNING & ZONING

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. PARKS & RECREATION

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. STREET & DRAINAGE MAINTENANCE

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

i. STREET LIGHTING

The City will provide street lighting to the area in accordance with standard City Policy as the area develops.

j. TRAFFIC ENGINEERING

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

l. WATER SERVICE

The City is a water provider, and the City will be the water provider for this property pursuant to separate agreement.

m. SEWER SERVICE

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors.

n. MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

4. ANNEXED PROPERTY REQUIREMENTS.**a. ZONING**

The property has applied for zoning upon annexation, but the property will be zoned Agriculture if zoning is not approved simultaneously with annexation.

- 5. AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.
- 6. SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable
- 7. INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 8. GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.
- 9. NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

14. ENTIRE AGREEMENT. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF DRIPPING SPRINGS:

CYNOSURE CORPORATION:

Bill Foulds, Jr., Mayor

Signature

ATTEST:

Printed Name

Andrea Cunningham, City Secretary

Title

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 4th day of August 2021, by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2021, by _____, _____ [Name of individual signing, title (if any)] on behalf of said _____ [insert name of company or individual where applicable].

By: _____

Notary Public, State of Texas

EXHIBIT A



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

Cynosure
Hays County, Texas

D&A Job No. 1691-004
August 18, 2020

METES & BOUNDS DESCRIPTION

BEING A 283.42 ACRE TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], SAID 291-1/3 ACRE TRACT BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.]; SAID 283.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF



1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.12 FEET;

THENCE S89°15'51"W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53"E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;
2. S14°46'26"E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
3. S20°28'59"E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
4. S09°17'53"W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
5. S21°13'11"W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;
6. S50°38'14"W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;



12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
17. N14°14'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID



ABSTRACT NUMBER 415, ALSO BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673 AND SAID 599 ACRE TRACT, AND ALSO BEING THE NORTH CORNER OF SAID PROPOSED 13.585 ACRE TRACT, FROM WHICH A 1-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.], SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°50'48"E, A DISTANCE OF 485.11 FEET;

THENCE N00°50'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.38 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.42 ACRES.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description represents an actual survey performed on the ground under my supervision.

8/18/2020
Date

Garrett Cavaiuolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800





Wild Ridge/Cynosure PDD and Transportation Enhancement Agreement

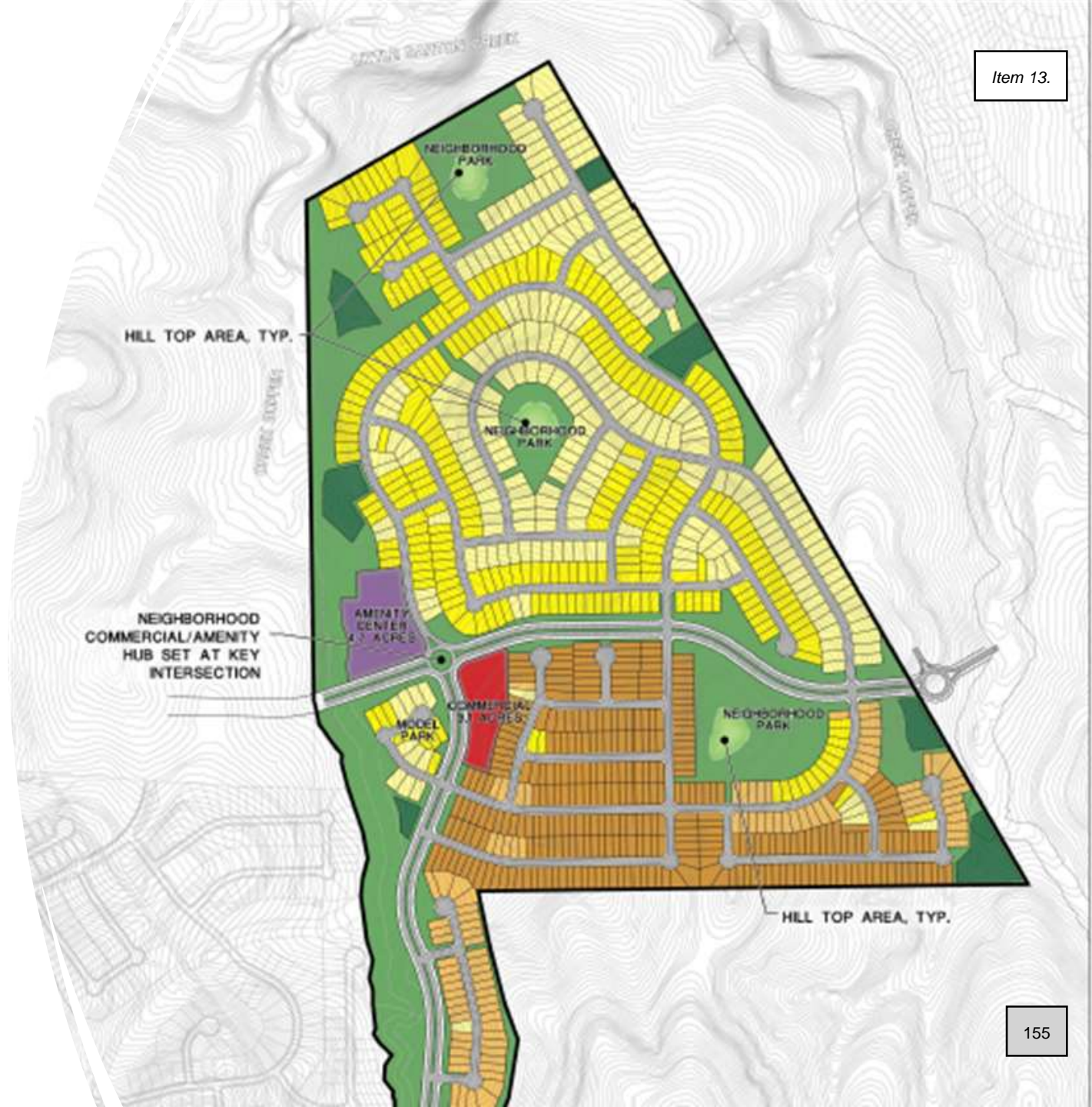
Laura Mueller, City Attorney

Leslie Pollack, Transportation Engineer

Chad Gilpin, City Engineer

Wild Ridge (Cynosure)

- 283 acres
- Commercial
- 960 residences
- 40, 45, 50, and 60 foot lots
- Transportation Enhancement Agreement
- In City MUD on City Request



HIGHLIGHTS



1. A 4-lane arterial will be built within Cynosure/Wild Ridge east west and from center of development to edge of property.
2. 4 lane road will be built from southern border of the property to 290.
3. Main roads will be built in Phase 1.
4. Will be annexed on request of City.
5. City will reimburse for some oversizing of roads and utilities and for some public park improvements.
6. Meritage has agreed to the City's design requests.

ZONING

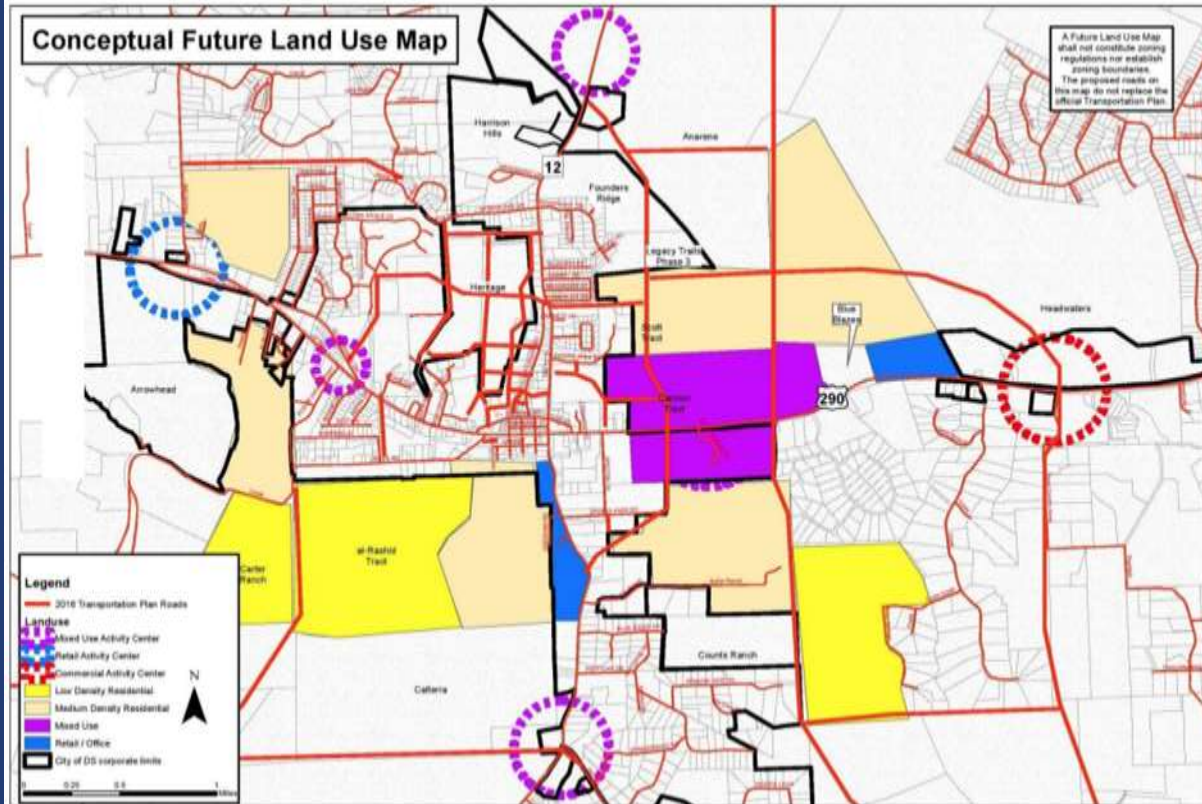


DRIPPING SPRINGS
Texas

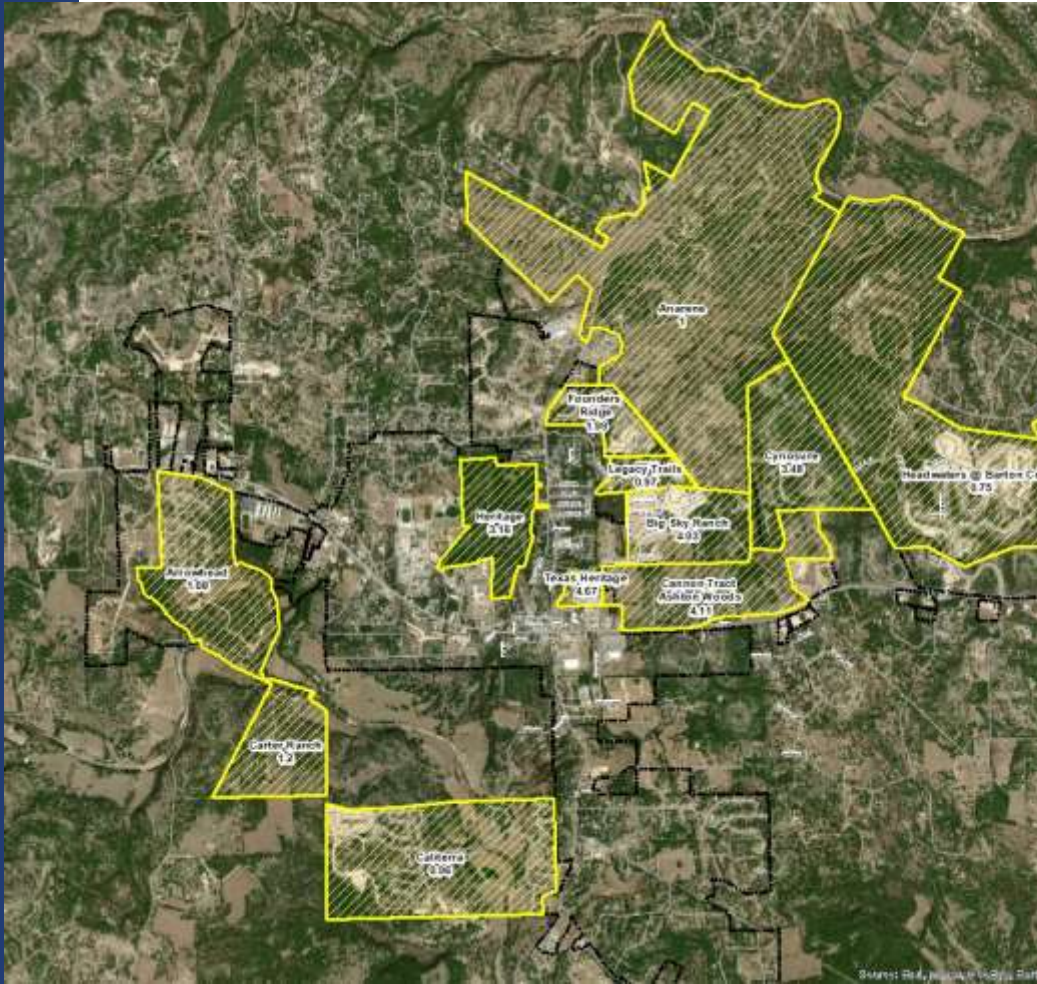


Direction	Zoning District	Existing Use	Comprehensive Plan / Future Land Use Plan
North	ETJ (Anarene/Headwaters)	Undeveloped /Residential	Not in Future Land Use Plan
East	ETJ (Headwaters Tract)	Residential	Residential
South	ETJ (Cannon Tract)	Undeveloped	Mixed-Use
West	PDD-Big Sky	Residential	Medium Density Residential

Zoning



- Future Land Use Map as Medium Residential
- Base zoning of Single-family residential—Town center (SF-3)
 - connectivity and access to adjacent neighborhoods and amenities such as parks and future schools
 - compatible with the adjacent tracts



Zoning Districts	Lot Size	Units Per Acre*	Parkland Per Acre**
SF-1	1 acre	1	0.04
SF-2	0.5 acre	2	0.08
SF-3	3,500 sq ft	12.5	0.5
SF-4	10,000 sq ft	4.35	0.174
SF-5	2,500 sq ft	16.67	0.6668
MF	1,815 sq ft	24	0.96

Development	City Limits/ETJ	Single Family Lot or LUE's	Wastewater	Acres	Density per Acre	34/35	40	45	50	60	65
Anarene	ETJ	2886	WW-CODS	1677.61	1.72	X	X	X	X	X	X
Arrowhead	City-Limits	403	WW-CODS	374.2	1.08				X	X	X
Big Sky Ranch	City-Limits	805	WW-CODS	200	4.03	X		X		X	
Caliterra	ETJ	567.7	WW-CODS	592	0.96				X		
Cannon Tract	City-Limits	375	WW-CODS	97.049	3.86		X	X		X	
Carter Tract	ETJ	235	WW-CODS	196.8	1.19				X		
Cynosure	ETJ	960	WW-CODS (Proposed)	283	3.39		X	X	X	X	
Founders Ridge	City Limits	204	WW-CODS	102.479	1.99						X
Headwaters	ETJ	1000	WW-MUD	1336.7	0.75				X	X	X
Heritage	City Limits	595	WW-CODS	188.13	3.16	X	X	X	X	X	
Legacy Trails	City Limits	54	Septic	55.7026	0.97						
Texas Heritage	City Limits	139	WW-CODS	29.784	4.67	X		X			

DENSITY

Current Proposal:

Original Proposed:



LAND USE SUMMARY		
Product	Yield	Mix
40' Residential	448 units	46.04 %
50' Residential	326 units	33.50 %
60' Residential	199 units	20.46 %
Residential Total:	973 units	



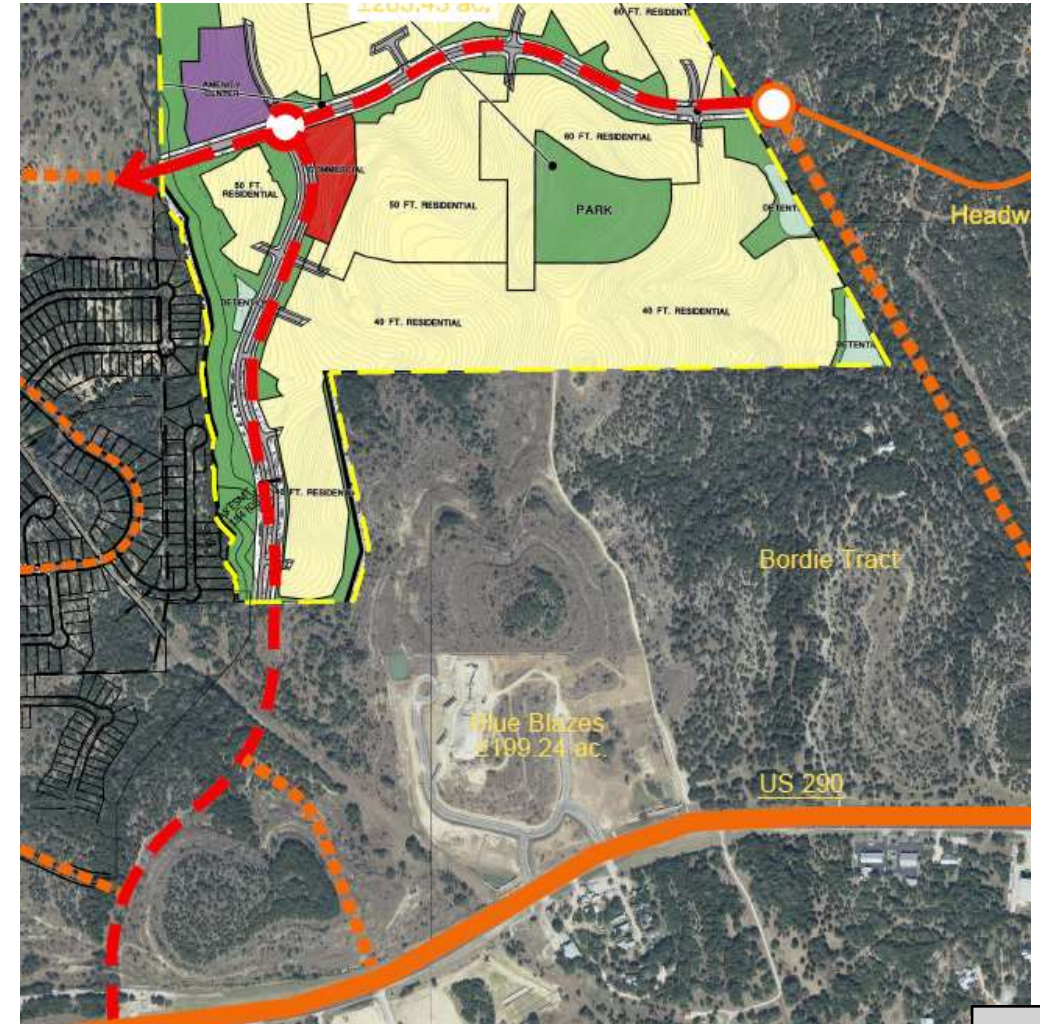
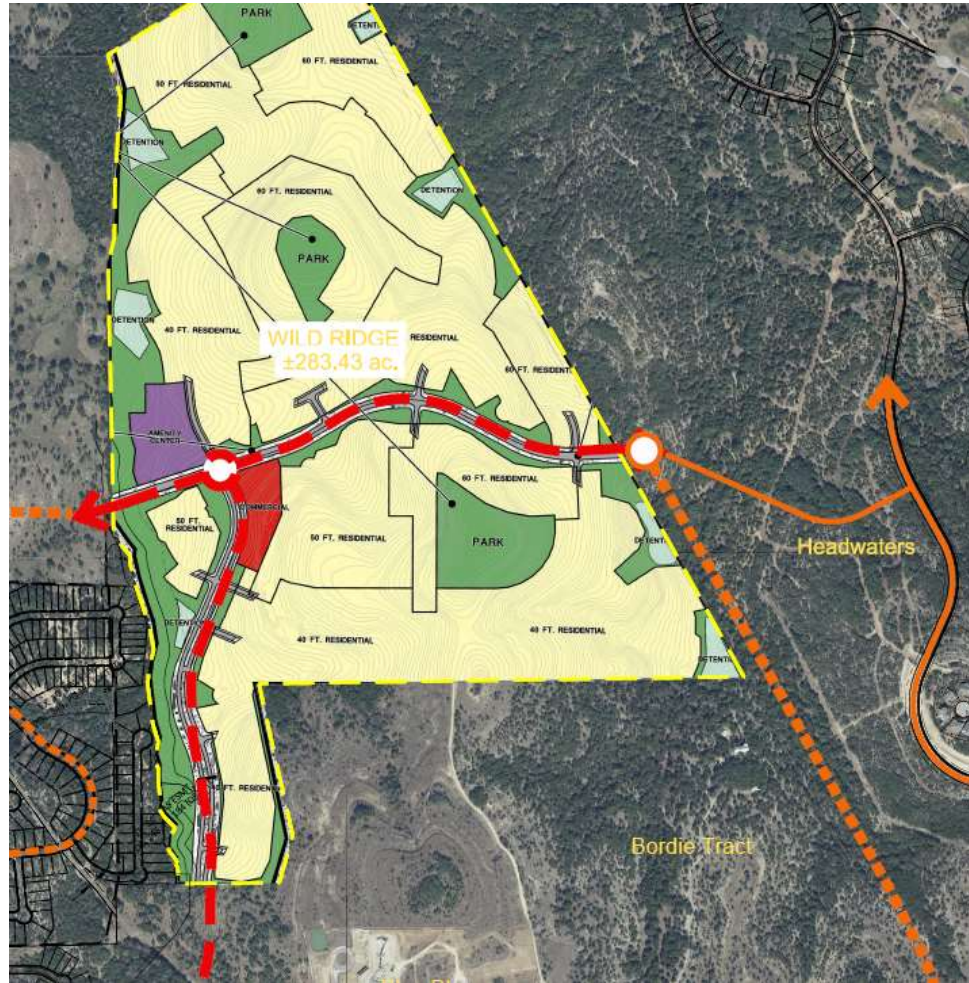
LAND USE SUMMARY		
Product	Yield	Mix
40' Residential	315 units	32.81 %
45' Residential	98 units	10.21 %
50' Residential	292 units	30.42 %
60' Residential	255 units	26.56 %
Residential Total:	960 units	

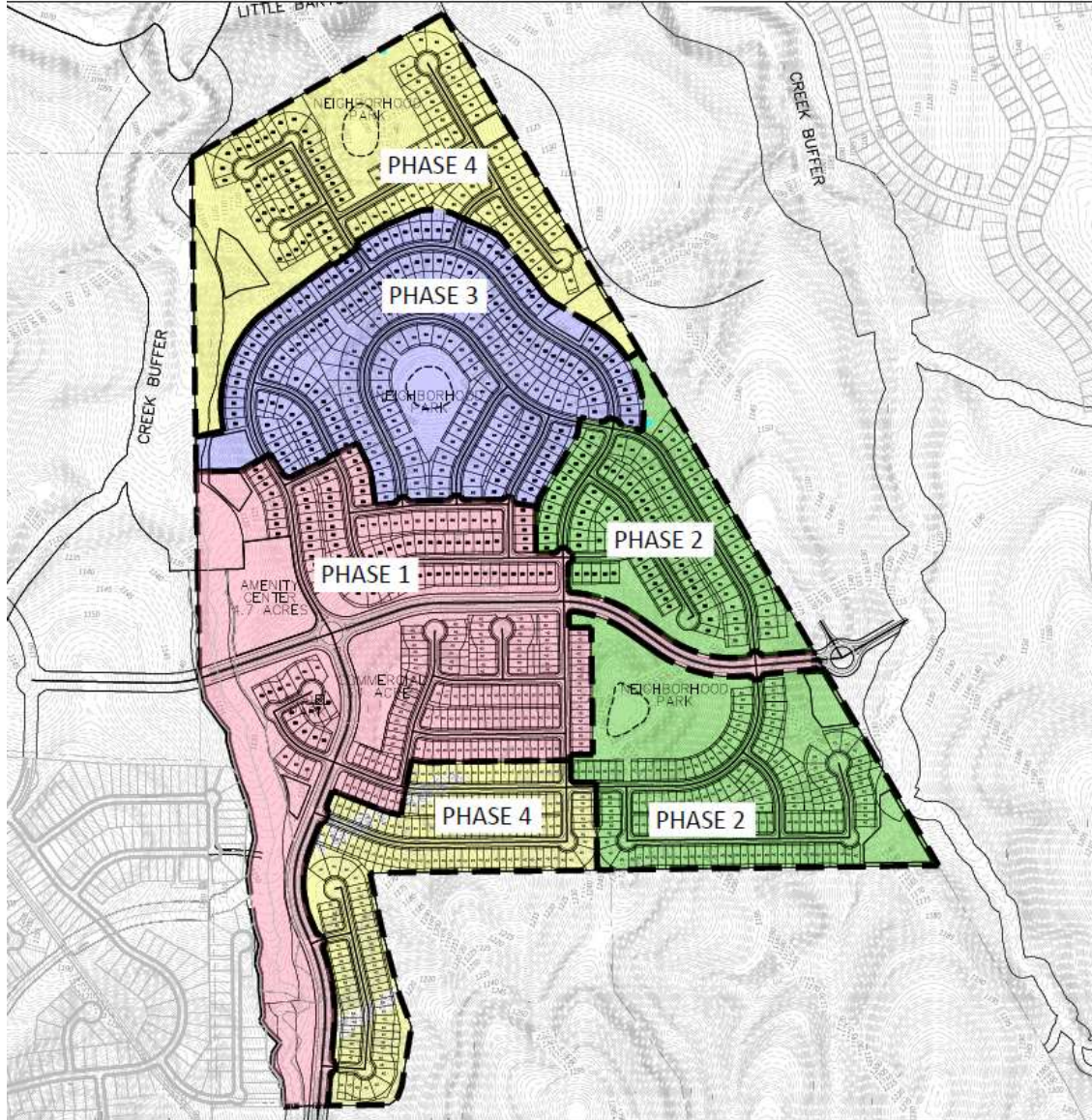




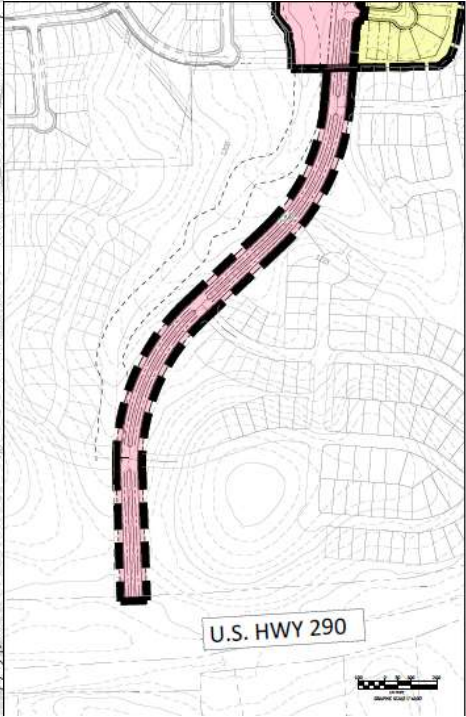
Development Standards		
	Single-family residential—Town center (SF-3)	Planned Development District
Size of Lots		
Minimum Lot area	3,500 square feet	4,800 square ft./dwelling unit
Minimum Lot Width	35 feet	40 feet (Internal); 50 feet (Corner)
Minimum Building Width	25 feet	25 feet
Setback Requirements		
Minimum Front Yard	10 feet	10 feet
Minimum Side Yard	5 feet, 7.5 feet	5 feet; 10 feet (Corner)
Minimum Rear Yard	10 feet	10 feet
Accessory Building	5 feet	5 feet
Height Regulations		
Main Building	2 ½ stories, or 40'	2 ½ stories, or 40'
Other Development Standards		
Impervious Cover	65 %	50% total, maximum 60% per residential lot; 70% per commercial lot

Transportation Plan



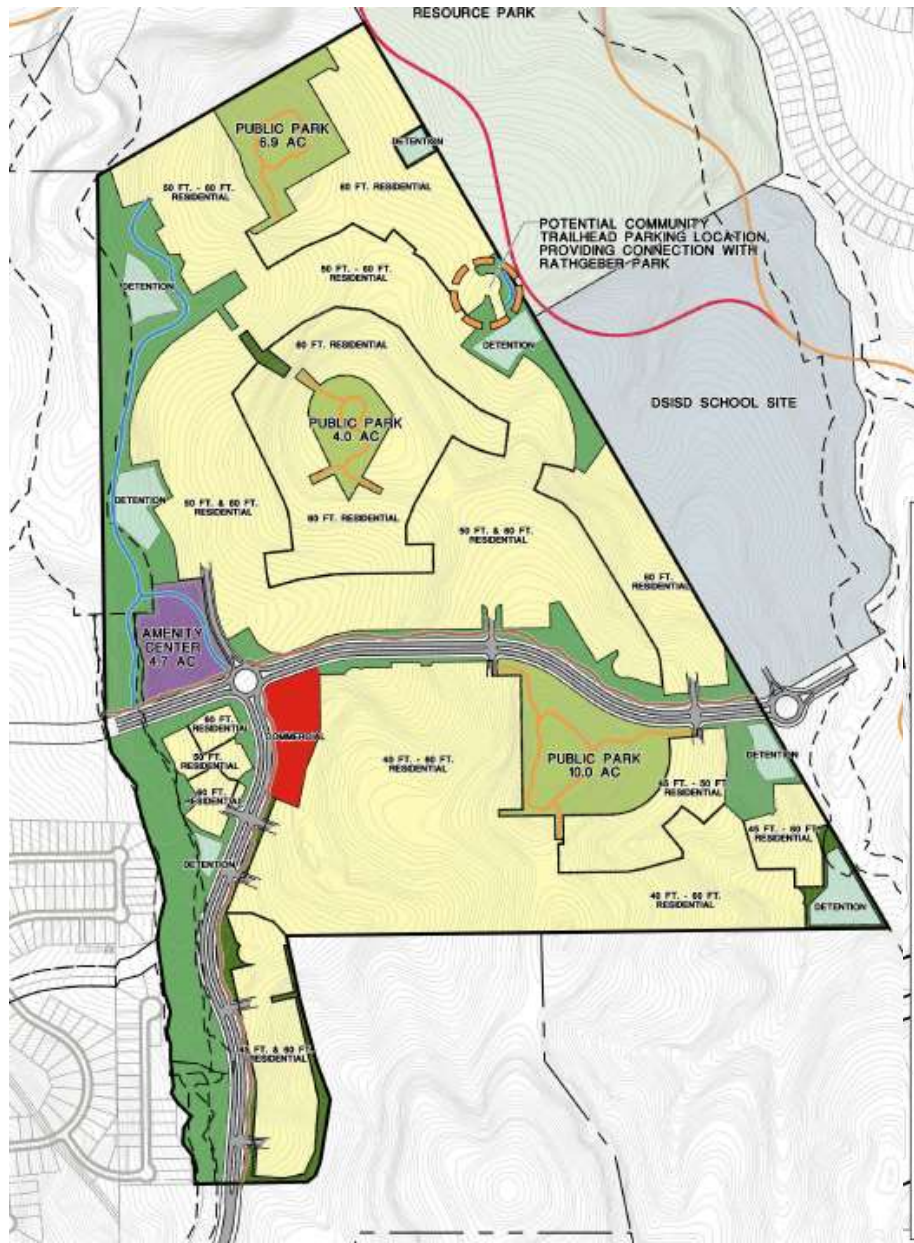


Phasing: East/West and North/South roads will be built in the first phase.



PARKS

- Trails-Public
- Private Amenity Center with Pool
- Disc Golf-Public
- Workout Stations-Public
- Rathgeber Trailhead-Public



Parks Commission: 1. Approved

City has been requested to reimburse some public improvements.

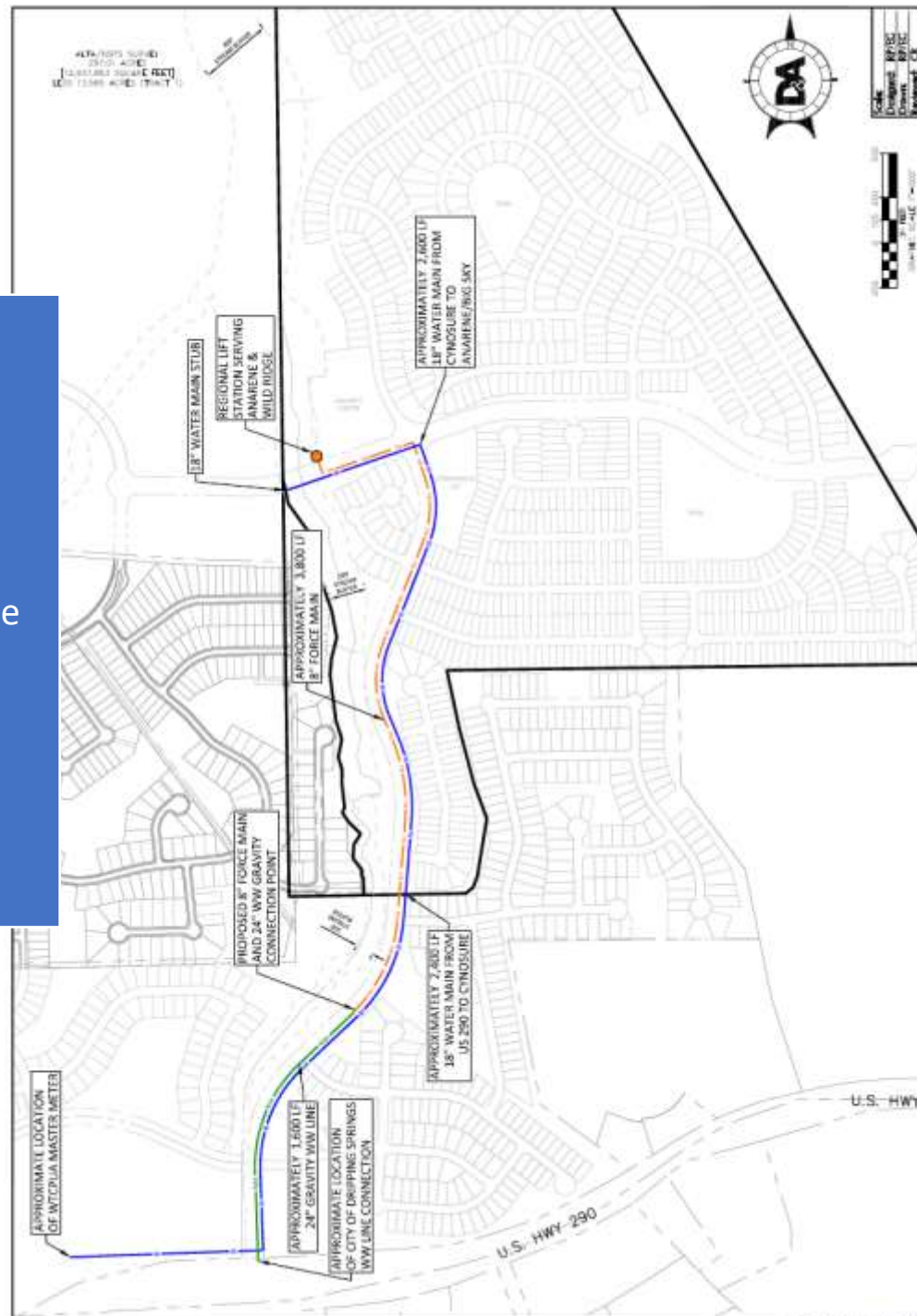
PARKLAND SUMMARY			
Residential	960 units	Area	Calculation
Required Parkland Area*		41.74 acres	1 AC / 23 DUs
Parkland Credit Summary		Area	Credit
Amenity Center	4.70 acres	100% credit	4.70 acres
Private Open Space	4.50 acres	0% credit	0 acres
Detention Ponds	7.66 acres	50% credit	3.83 acres
Total Private Parkland Credits:		16.86 acres	8.53 acres*
Public Park	20.83 acres	100% credit	20.83 acres
Public Open Space	38.73 acres	100% credit	38.73 acres
Total Public Parkland Credits:		59.56 acres	59.56 acres
Total Private and Public Parkland Credits:		68.09 acres	
Required Parkland Dedication:		41.74 acres	
Delta:		+26.35 acres	
Parkland Development Fee	Units	Calculation	Total Fee
Total Required Fee	960 DUs	\$648 / DU	\$622,080
Roadside Concrete Trail			
Offroad Nature Trail with Revegetation			
Public Parkland Offroad Footpath			

*PRIVATE PARKS CAN COUNT UP TO 25% OF TOTAL REQUIRED PARKLAND ACREAGE

UTILITY AGREEMENTS

Wastewater and Water Agreements

- Finalizing
- Includes LUEs for entire development
 - **1,050 Water LUEs for Commercial and Residential**
 - **1,014 Wastewater LUEs for Commercial and Residential**
- Infrastructure will be oversized and constructed by Meritage
- City/future development will provide some reimbursement
- All facilities to be dedicated to City
- Meritage pays all fees for permits
- Wastewater and water charges paid to City



TRANSPORTATION ENHANCEMENT AGREEMENT

Item 13.



Summary of Estimated Additional Costs

Item	Cost	Meritage Costs
Transportation/Road Facilities	\$ 5,840,796	\$ 11,336,850
Utility Increased Costs	1,303,894	11,577,829
Additional Amenities and Parks	1,116,992	6,736,756
Estimated Total of Additional Costs for City Facilities	\$ 8,261,682	\$ 29,651,435



Transportation: reimbursement of oversizing major roads from 2 lanes to 4 lanes and related infrastructure

- request reimbursement from future developments
- Ad valorem taxes from Wild Ridge and city limits (capital improvements)

Utility: oversizing water and wastewater infrastructure to provide for future development

- Request reimbursement directly from future developments
- Line extension fees
- Wastewater fees

Parks: public park amenities including disc golf, trails, workout stations, parking, open lawn, playground, and trailhead -- will be maintained by HOA

- Ad valorem taxes from Wild Ridge and city limits (capital improvements)
- Park Fees

CONSENT TO MUD

- Wild Ridge MUD will be created
- Petition for creation of MUD filed
- Up to approximately \$54 million in MUD bonds
- Maximum 30 years
- MUD constructing infrastructure
- Tax rate for residents will pay for portion of MUD bonds attributable to infrastructure that is primarily for the benefit of the residents
- Transportation Enhancement Agreement will pay for portion attributable to public or oversized infrastructure



QUESTIONS



DRIPPING SPRINGS
Texas



City of Dripping Springs

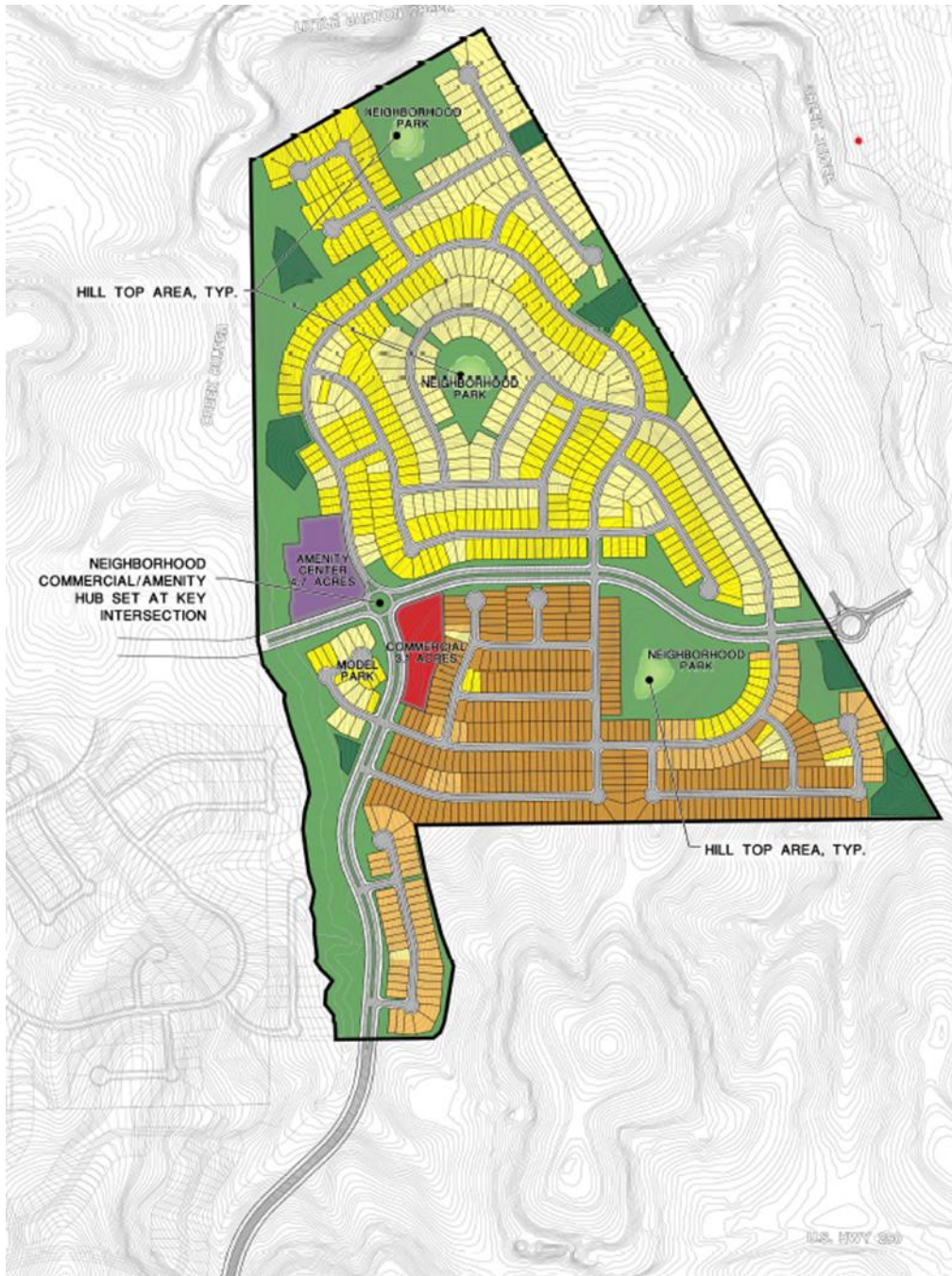
Post Office Box 384
 511 Mercer Street
 Dripping Springs, Texas 78620

Agenda Item Report from: Laura Mueller, City Attorney; Leslie Pollack, Transportation Engineer; David Tuckfield, Utility Counsel

Meeting Date:	August 17, 2021
Agenda Item Wording:	Public hearing and consideration 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 at I.V. DAVIS, jr. Preemption Survey, Abstract Number 673, and the Edward W. Brown Survey Number 136, Abstract Number 44, Hays County, Texas.. <i>Applicant: Rex Baker, Baker & Robertson</i>
Agenda Item Requestor:	Rex G. Baker III, Barker & Robertson
Applicant:	Rex G. Baker III, Barker & Robertson
Owner:	Cynosure Corporation, 171 Benney Lane, Bldg II
Date of Application:	August 27, 2020
Staff Recommendation	Approval as presented.
<p>Blue Lined – Cynosure Ranch</p> <p>Light Gray-City Limits</p> <p>283 acres</p> <p>Proposed Site of Wild Ridge</p>	<p>Parcel Data: CYNOSURE INC E US 290 DRIPPING SPRINGS, TX 78620</p> <p>Zoom to</p>

Summary/Background:

The subject property is currently located in the extraterritorial jurisdiction (ETJ) but will be annexed into the City. Upon annexation, the applicant is requesting a Planned Development District for an approximately 283 acre tract of land, generally located north of U.S. 290, west of Headwaters Boulevard, and east of Ranch Road 12. The applicant is requesting a Planned Development District with a base zoning district of Single-family residential—Town center (SF-3) with the intent of developing 960 single family lots including up to 315 40-foot lots, 98 45-foot lots, 292 50-foot lots, and the remainder as 60-foot lots (255).



This project also involves a Transportation Enhancement Agreement for roads connecting the property to U.S. 290, and the Anarene and Headwaters developments, for which they are seeking reimbursement for some infrastructure. There is a separate staff report related to this agreement. This application was submitted in May 2020 and the City has conducted multiple meetings with developer, which included many internal meetings with staff, the Development Agreement Working Group, Parks & Recreation Commission, Transportation Committee, as well as workshops with the Planning & Zoning Commission and City Council, including with the Development Agreement Working Group.

Location:

The property is located north of U.S. Highway 290, east of RR 12, west of Headwaters Boulevard, and just east of the Big Sky Development.

Physical and Natural Features:

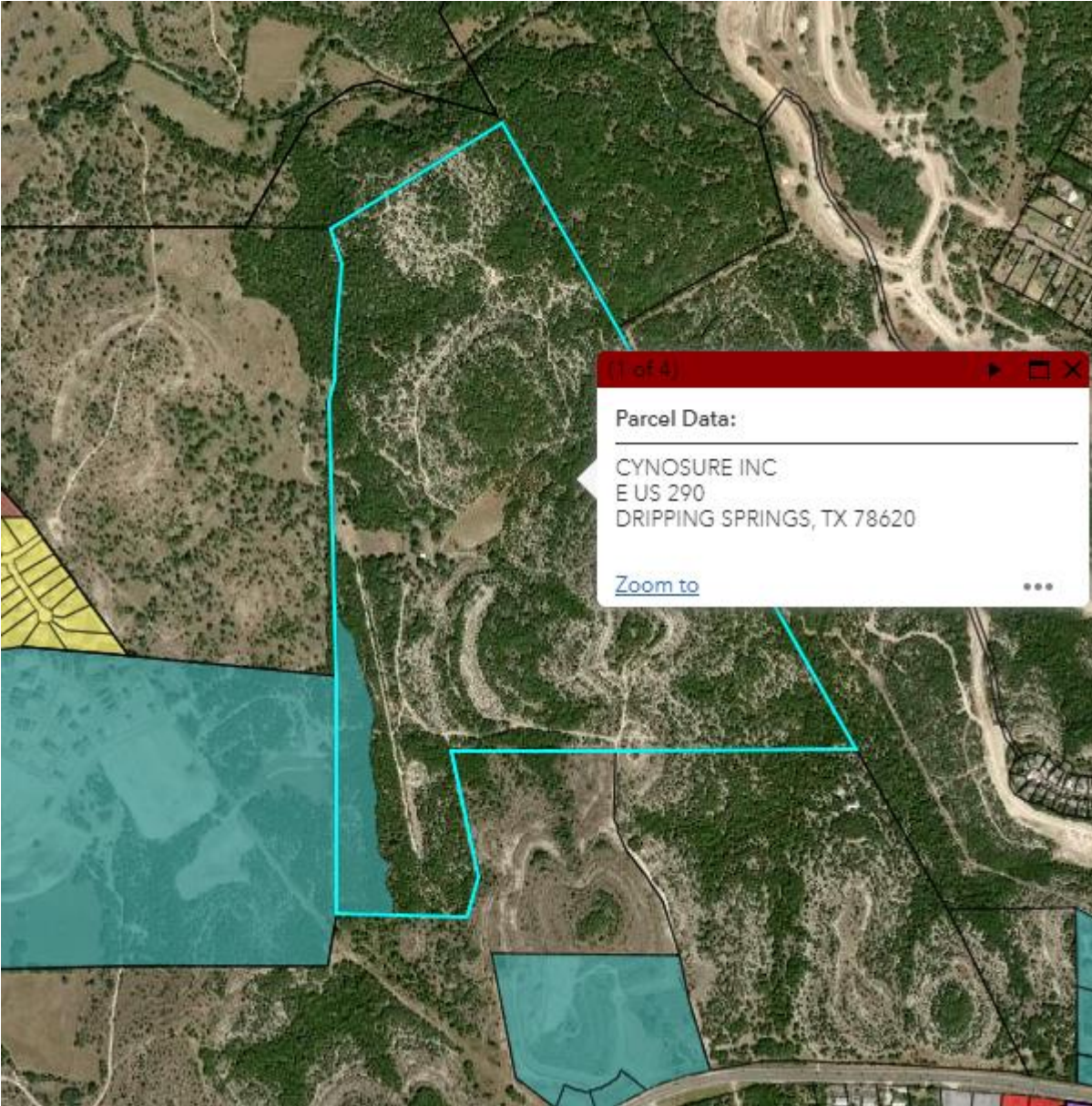
The property is vacant, with tree coverage and three hilltops.

Surrounding Properties:

The western portion of this property is located near the core of the City of Dripping Springs, which has denser development patterns. There has been rapid growth in this area of the City, therefore making it essential to coordinate densities as the property pushes away from the core.

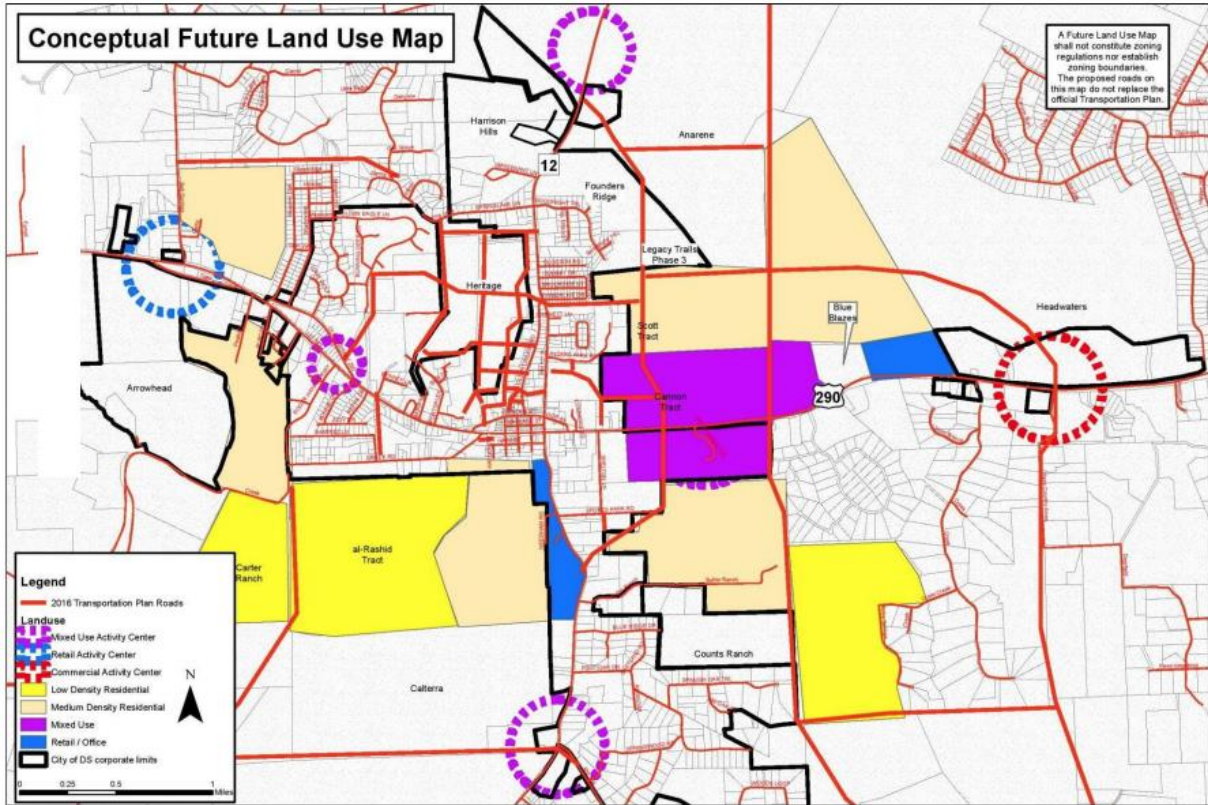
The current zoning, future land use designation, and exiting uses on the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan / Future Land Use Plan
North	ETJ (Anarene/Headwaters)	Undeveloped /Residential	Not in Future Land Use Plan
East	ETJ (Headwaters Tract)	Residential	Residential
South	ETJ (Cannon Tract)	Undeveloped	Mixed-Use
West	PDD-Big Sky	Residential	Medium Density Residential



Future Land use Map and Zoning Designation:

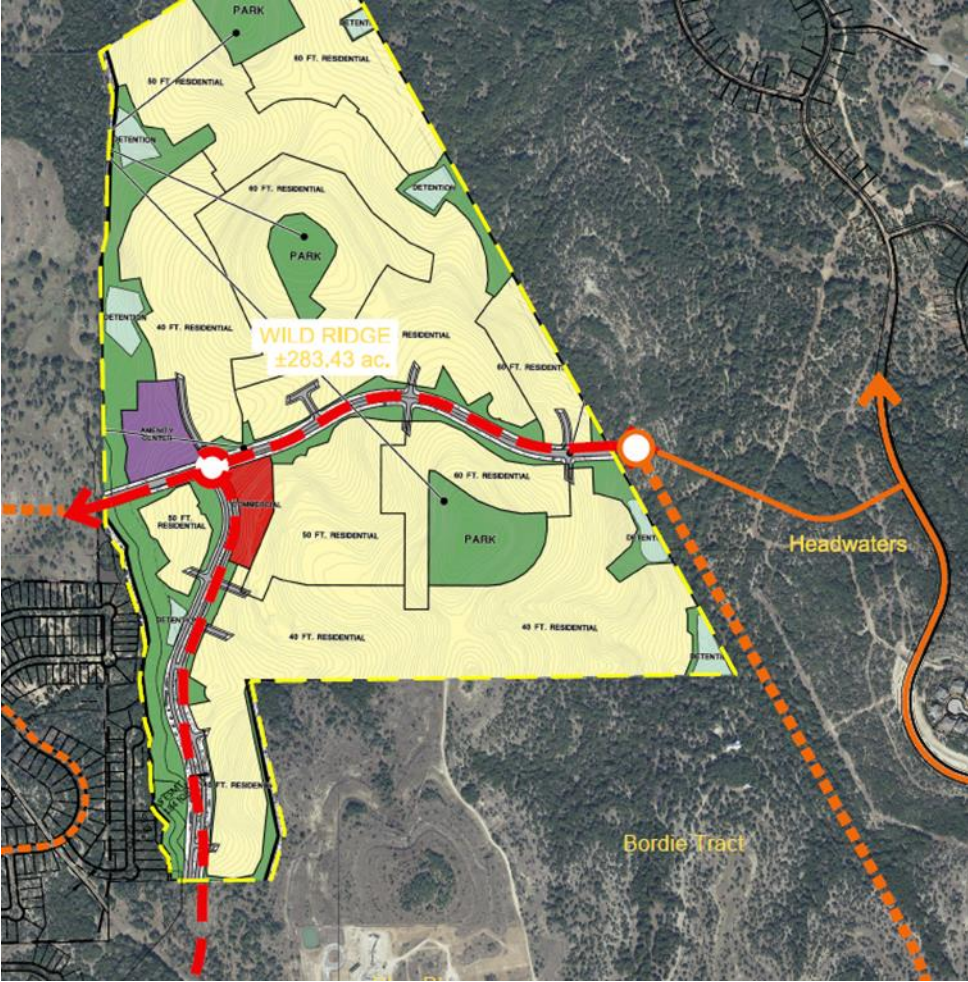
The subject property is designated on the Future Land Use Map as Medium Residential. This category includes smaller lot single family homes. Though the development includes some Local Retail uses, it is primarily single-family homes.



The base zoning of Single-family residential—Town center (SF-3) allows for connectivity and access to adjacent neighborhoods and amenities such as parks and future schools. The Planned Development districts places regulations that are compatible with the adjacent tracts and allows for a smooth transition from high density to a lower density housing product.

Other Master Plans:

The 2019 Amended Transportation Plan shows a proposed north/south vehicular connection on the eastern border of the development. The proposal is to move it to the center of the development. The applicant has worked with Staff to comply with the proposed Master Transportation Plan. The below section outlines the Transportation issues.



Transportation/ Road Improvements:

The overall development will be accessed from US Highway 290 with the construction of the North/South Roadway as a four-lane minor arterial between US 290 and the East/West Roadway. The East/West Roadway will be constructed as a four-lane minor arterial between Big Sky Ranch and Headwaters. The pedestrian facilities (sidewalks, etc.) will be provided only within the subject property. An arterial street is intended to serve both local and regional traffic by connecting cities and rural areas to the highway system while limiting access.

Summary of Estimated Additional Costs		
Item	Cost	Meritage Costs
Transportation/Road Facilities	\$ 5,837,676	\$ 12,732,750
Utility Increased Costs	1,303,894	11,577,829
Additional Amenities and Parks	1,116,992	6,736,756
Estimated Total of Additional Costs for City Facilities	\$ 8,258,562	\$ 31,047,335

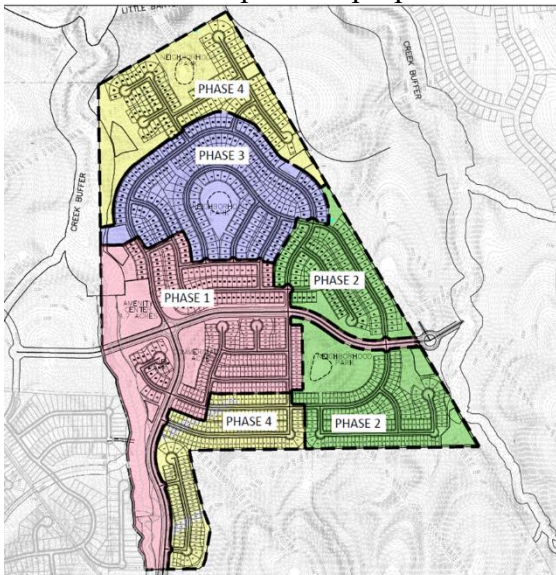
City staff initially requested the following improvements from the Wild Ridge Development:

1. Construction of the North/South Roadway as a two-lane collector with pedestrian facilities between US 290 and East / West Roadway.
2. Construction of the East/West Roadway as a four-lane minor arterial with pedestrian facilities between Big Sky Ranch and Headwaters.
3. Construction of a North/South Roadway on the east property line as a four-lane minor arterial.
4. Intersection improvements as identified in the TIA.

The Wild Ridge Development has agreed to the following:

1. Construction of the North/South Roadway as a four-lane minor arterial with pedestrian facilities between US 290 and East/West Roadway. A 10' shared-use path will be constructed on one side of the North/South Roadway within the subject property.
2. Construction of an East/West Roadway as a four-lane minor arterial with pedestrian facilities between Big Sky Ranch and Headwaters. A 10' shared-use path will be constructed on one side of the East/West Roadway.
3. Construction of a roundabout at North/South Roadway and East/West Roadway.
4. Construction of a roundabout at East/West Roadway and DSISD school property in Headwaters.
5. Intersection improvements as identified in the TIA:
 - Construction of a westbound right-turn lane on US 2920 at the North/South Roadway
 - \$350,000 to a traffic signal at US 290 and North/South Roadway

The transportation improvements proposed to be constructed by the Wild Ridge development are those that provide additional roadway capacity. These improvements align with the City's transportation priorities. The construction of a four-lane North/South arterial provides needed mobility in this quadrant of the City. Two-lane roadways are needed to meet the traffic demands of the Wild Ridge Development, but four-lane roadways are needed for the demands of area including future growth. Collectively, the transportation improvements proposed by Wild Ridge exceed the Development's proportional share identified in the TIA.



Utilities:

The subject lot is within the City of Dripping Springs service area for wastewater and water and will be worked out through an agreement. They will have 1,050 Water LUEs and 1,014 Wastewater LUEs including both the residential houses and the commercial uses. Electricity will be provided through Pedernales Electric Cooperative (PEC).

Proposed Zoning District and PDD Development Regulations:

The Planned Development District is requesting a base zoning of Single-family residential—Town center (SF-3). Single-family residential—Town center (SF-3) is intended to promote stable, quality, detached-occupancy residential development on individual lots at increased densities. Individual ownership of each lot is encouraged. This district provides a "buffer" or transition district between lower density residential areas and multiple-family or nonresidential areas or major thoroughfares.

The Planned Development Districts permitted uses are as follows:

- Single-Family Dwelling, Detached;
- Home Occupation;
- Swimming Pool, Private;
- Amenity Center;
- Local Retail. Used allowed in Local Retail (LR) zone except that residential uses, including multifamily, are prohibited in the Commercial Area. Financial institutions are allowed in the Commercial Area.

Uses not specifically listed above are not permitted within this zoning district. No accessory dwelling unit is permitted in this zoning district except for lots that are at least sixty (60) feet wide.

Development Standards		
	Single-family residential— Town center (SF-3)	Planned Development District
Size of Lots		
Minimum Lot area	3,500 square feet	4,800 square ft./dwelling unit
Minimum Lot Width	35 feet	40 feet (Internal); 50 feet (Corner)
Minimum Building Width	25 feet	25 feet
Setback Requirements		
Minimum Front Yard	10 feet	10 feet
Minimum Side Yard	5 feet, 7.5 feet	5 feet; 10 feet (Corner)
Minimum Rear Yard	10 feet	10 feet
Accessory Building	5 feet	5 feet
Height Regulations		
Main Building	2 ½ stories, or 40'	2 ½ stories, or 40'
Other Development Standards		
Impervious Cover	65 %	50% total, maximum 60% per residential lot; 70% per commercial lot

Other development regulations:

Maximum Height of Fence Outside of Street Yard: Six (6) feet; provided, however, that the Property may have an eight (8) foot maximum height of fence where separating residential lots from adjacent arterial or collector roads. Material of a fence in excess of six (6) feet shall be constructed of masonry, reinforced concrete, or other approved materials that do not contain openings. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Approval shall be by the Development Review Committee.

2.4.7 Parking.

A. Residential Parking. Development of the Property shall include parking at a minimum of two spaces per residence.

B. Parkland Areas. If it is determined by City staff that the development of parks requires parking to be provided for recreational areas, the quantity of spaces shall be determined under Section 5.6.2 (12) Commercial amusement (outdoor) of the City's Zoning Ordinances. The quantity of required parking spaces shall be met by on-street parallel parking. Current parkland elements include but are not limited to, a Children's Playground, sidewalks, picnic areas, seating areas and an unstructured play area. If additional elements are added to the park, then the increase of required parking shall meet the City Ordinance requirements and may be administratively approved by the Development Review Committee. A parking study may be commissioned by the applicant to justify a reduction in the overall amount of off-street parking required for an amenity center, but in no case shall the reduction exceed twenty percent (20%). The intent of this provision is to best facilitate a walkable environment where additional surface parking would be detrimental to the overall development.

2.4.8 Design of Residences: Homes shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement. Homes shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement.

(a) The front elevation of all homes shall contain wall plane articulation. No elevation shall be single wall plan across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
2. Covered front porches or patio with a minimum size of 60 square feet;
3. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
4. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street):
5. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house).
6. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail.
7. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction.
8. Two or more masonry finishes to compliment the architectural style of the home; and
9. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(b) Floorplans will be available in single and two-story housing plans. A minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape. Articulation on the front face should be used to ensure a nonrepetitive streetscene. Where building pads are interrupted by a street or open space lot of at least 50 feet in width, a plan may repeat. A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2), although elevations shall be different on the two houses.

Parkland:

The total parkland dedication is 64.26 acres, 59.56 acres of the development is set aside for public parkland dedication; another 16.86 acres of the development is set aside for private parkland dedication and detention ponds. The HOA will be maintaining all public and private part amenities and trails.

The applicant has asked for a waiver of park development fees based on their agreed to maintenance of all public park facilities on their site and their agreement to come within the city limits.

At 23 DUs for the proposed development, Wild Ridge is adding a potential 2,800+ people to the Dripping Springs community that will be using the City's Community Parks. Per ordinance, the "Parkland Development Fee is meant to provide active recreation parks and sports field options, and /or provide trails that connect park users to existing community parks."

Approximately 8,847 linear feet of Off-road Nature Trails and Public Parkland Footpaths throughout the development including a 10 foot concrete trails along Lone Peak, East/West Arterial, and the North/South Arterial. A trailhead to Rathgeber Park, pursuant to City direction, is also proposed.

Section of the parkland dedication narrative states the following:

"The Park Development Fee shall be offset by parkland improvements as outlined in this narrative, that exceed the required fee total."

Wild Ridge was not vested under the old parkland dedication ordinance but was halfway through negotiations when the City adopted the new parkland dedication ordinance so there is an equity argument on why we should not be as strict with allowing mitigation; and the Developer Agreement has been heavily negotiated.

Wild Ridge will be providing amenities at their public parks (with some requested reimbursement by the City):

1. A Children's Playground
2. Disc Golf
3. Trails
4. Sidewalks
5. Picnic Areas
6. Seating Areas with Shade
7. Unstructured play areas
8. Irrigated and enhanced landscaping

Highlights:

1. A 4-lane arterial will be built within Cynosure/Wild Ridge east west and from center of development to edge of property.
2. A 4-lane arterial will be built from southern border of the property to 290.
3. Main roads will be built in Phase 1.
4. Will be annexed on request of City.
5. City will reimburse for some oversizing of roads and utilities and for some public park improvements.

6. Meritage has agreed to the City’s design requests.

Evaluation:

According to Article 30.03.007 (c)(3), the PDD shall be evaluated with respect to the following:

Article 30.03.007 (c)(3)	
a) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.	
	The PDD is in compliance with all provisions of the city’s code of ordinances, with the exceptions of the amendments requested herein.
b) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.	
	The development of the property will impact the existing natural resources on the site. The development will be off setting the impact by planting two 3-inch size trees per residential lot and 237 4-inch size tree at amenity center and boulevards. 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.
c) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.	
	The proposed development is a compatible use with the surrounding lots/uses. The development is proposing design standards for the homes. The standards would require 100% masonry on all elevations which include native stone, brick, masonry, stucco, and cementitious siding. The development will also provide variation on the front façade of all residential homes to ensure a nonrepetitive streetscape (See 2.4.8 of the Proposed PDD.)
d) The provision of a safe and efficient vehicular and pedestrian circulation system.	
	The applicant has worked with staff to ensure safe and efficient vehicular and pedestrian circulation. The applicant presented their request to the Transportation Committee in May 2021 and the Committee had no opposition to approval of the transportation plan. As stated above the applicant will be providing a 4-lane east/west connection through the property from Anarene to Headwaters and a 4 lane connection from the center of the development to 290. They are requesting reimbursement for portions of these roadways.
e) The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.	

<p>Section 2.4.7 states the parking requirements for the development. The parking for residential uses is compatible with the city’s current parking requirements for residential dwellings.</p> <p>The developer has requested a variance for the parking for the amenity center and staff has worked out the details with the applicant. If any of the amenities on the parkland lots are to change parking outside the approved variance will be reevaluated by the Development Review Committee (City Planner, City Engineer, City Administrator, Building Official.)</p>
<p>f) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.</p>
<p>The applicant is proposing adequate traffic circulation and will be required to comply with fire code in order to provide adequate access to the structures.</p> <p>The street widths exceed our current ordinance and meet the proposed Master Transportation Plan.</p>
<p>g) The coordination of streets so as to arrange a convenient system consistent with the transportation plan of the city.</p>
<p>The applicant has worked with staff to ensure that transportation system within the development is compatible with the city’s current Transportation Plan as well as the proposed Master Transportation Plan including moving a north/south connector from the eastern border of the development which has difficult topography to the center of the development.</p> <p>The proposed master transportation plan proposes a north/south connection as well as the east/west connection. The new master plan will ensure that there is proper safety and circulation for vehicles and pedestrian traffic.</p>
<p>h) The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.</p>
<p>The applicant is not proposing any screening for adjacent lots or surrounding uses outside of their property boundaries, however they have requested the ability to provide a taller fence along the four-lane arterial that’s proposed through the development..</p>
<p>i) Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.</p>
<p>The development will comply with the city’s lighting ordinance.</p>
<p>j) The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses</p>
<p>The applicant presented their Parkland Dedication and Development Fee to the Parks Commission on June 7, 2021. The Parks Commission voted 6-1 to recommend approval of the Parkland dedication and development fee proposed. (see above parkland section for more information).</p>

k) Protection and conservation of soils from erosion by wind or water or from excavation or grading.
The applicant will be required to conform to all ordinances as well as State regulations regarding conservation and erosion control at the time of development.
l) Protection and conservation of watercourses and areas subject to flooding.
There are no FEMA designated floodplains located on this tract. The applicant will be required to designate local floodplains when applicable per City and County Ordinances. In addition, the Applicant will protect existing natural drainageways by providing stormwater detention and water quality facilities per City and TCEQ regulations as well as establish Water Quality Buffer Zones.
m) The adequacy of water, drainage, sewage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
The applicant has negotiated a wastewater and water agreement with the City in order to secure LUEs for the site. This Agreement will be presented to the Council on August 17, 2021. The wastewater agreement provides that in the event that there is not enough wastewater capacity to accommodate the development in the near term, the applicant may construct a temporary package plant. If that occurs, the development will ultimately connect to the City's wastewater system as soon as it is available. Furthermore, both the water and wastewater agreements require that the applicant provide facilities required to serve the development and that such facilities will be constructed in accordance with the public improvement plans. The development will also manage drainage providing stormwater detention and water quality facilities per City and TCEQ regulations.
n) Consistency with the comprehensive plan.
The comprehensive plan and future land use plan designates the area as medium residential density which allows for residential as proposed. Though the development is primarily residential with some commercial it is a compatible with the medium residential use designation.

Commission Recommendations:	<p>The DAWG requested various road improvements for the 960 density which the developer agreed to in the form of construction with some reimbursement.</p> <p>The Transportation Committee recommended approval at the May 2021 meeting; and</p> <p>The Parks & Recreation Commission recommended approval at their June 7, 2021 meeting.</p>
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:	Recommendation of Approval of the Planned Development District as presented.
Alternatives/Options:	Recommendation of Disapproval of the Planned Development District; Recommendation of Approval of the Planned Development District with conditions deemed necessary by the Commission
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, and various development fees. City will be reimbursing for some of the oversizing of the improvements in recognition of the development annexing into the City.
Attachments:	<ul style="list-style-type: none"> - Proposed Planned Development District - Exhibits - Staff Report
Related Documents at City Hall:	Annexation documents.
Public Notice Process:	Notice was published in the newspaper.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	This property is listed as Medium Residential on the Future Land Use Plan.

Draft “Planning and Zoning”

July 20, 2021

**PLANNED DEVELOPMENT DISTRICT No. 13:
Wild Ridge**

Planned Development District Ordinance
Approved by the Planning & Zoning Commission on:
July 27, 2021.
Approved by the City Council on:
_____, 2021

THIS PLANNED DEVELOPMENT DISTRICT ORDINANCE (“Ordinance”) is enacted pursuant to City of Dripping Springs Code of Ordinances, Article 30.3.

WHEREAS, the Owner is the owner of certain real property consisting of approximately 283 acres located within the City Limits of the City of Dripping Springs (“City”), in Hays County, Texas, commonly known as “Wild Ridge” and as more particularly identified and described in *Exhibit “A”* (the “Property”) to *Attachment “A”*; and

WHEREAS, the Property will be subdivided and developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan shown as *Exhibit “B”* to *Attachment “A”*; and

WHEREAS, the Owner, its affiliates or their successors and assigns intends to develop a master-planned community that will include a mix of land uses, together with parkland and roadway connections described herein;

WHEREAS, the Owner has submitted an application to the City to rezone the Property to Planned Development District (“PDD”), designating it “PDD – 13”; and

WHEREAS, after public notice, the Planning and Zoning Commission conducted a public hearing and recommended approval on July 27, 2021; and

WHEREAS, pursuant to the City’s Planned Development Districts Ordinance, Article 30.03 of the City’s Code of Ordinances (the “PD Ordinance”), the Owner has submitted a PD Master Plan that conceptually describes the Project, which is attached to this Ordinance as *Exhibit “B”* to *Attachment “A”*; and

WHEREAS, this Ordinance, PD Master Plan, and the Code of Ordinances shall be read in harmony, will be applicable to the Property, and will guide development of the Property; and

WHEREAS, the City Council has reviewed this proposed Ordinance, the PD Master Plan, and the Annexation and Development Agreement for Cynosure Ranch and has determined that it promotes the health, safety, and general welfare of the citizens of Dripping Springs; complies with the intent of the City of Dripping Springs Comprehensive Plan; and is necessary in light of changes in the neighborhood; and

WHEREAS, the City Council finds that this proposed Ordinance ensures the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes under Code §30.03.004: provides for a superior design of lots or buildings; provides for increased recreation and/or open space opportunities for public use; provides amenities or features that would be of special benefit to the property users or community; protects or preserves natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscapes, and wildlife habitats; protects or preserves existing historical buildings, structures, features or places; provides an appropriate balance between the intensity of development and the

ability to provide adequate supporting public facilities and services; and meets or exceeds the present standards of this article;

WHEREAS, the City Council is authorized to adopt this Ordinance in accordance with Texas Local Government Code Chapters 51 and 211; and

WHEREAS, the Ordinance has been subject to public notices and public hearings and has been reviewed and approved by the City’s Planning and Zoning Commission.

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

1. FINDINGS OF FACT

The City Council finds that the facts and matters in the foregoing recitals are true and correct; and, are hereby incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

- A. Zoning District Created.** PDD – 13 is hereby established consistent with *Attachment “A,”* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Code of Ordinances Chapter 30, Exhibit A [Zoning Ordinance], § 3.1 [Zoning Districts] is hereby amended to add the zoning district identified as PDD – 13.
- B. Zoning Map Amended.** The official zoning map of the City is hereby amended to demarcate the boundaries of PDD – 13 consistently with the boundaries of the Property delineated in the Property Legal Description, *Exhibit “A”* to *Attachment “A”*.
- C. PD Master Plan Approved.** The PD Master Plan attached as *Exhibit “B”* to *Attachment “A”* is hereby approved. The PD Master Plan, together with *Attachment “A”*, constitutes the zoning regulations for the Project. All construction, land use and development of the Property must substantially conform to the terms and conditions set forth in the PD Master Plan, this Ordinance, *Attachment “A”* and the exhibits. The PD Master Plan is intended to serve as a guide to illustrate the general vision and design concepts. The PD Master Plan is to serve as the conceptual basis for the site plan(s) subsequently submitted to the City seeking site development permit approval. This approval shall not be interpreted as approval of a variance, utility sources, or other site plan or plat requirements without specific reference in the ordinance or variance chart, or in future approvals.
- D. Administrative Approval of Minor Modifications.** In order to provide flexibility with respect to certain details of the development of the Project, the City Administrator is authorized to approve minor modifications. Minor modifications do not require consent or action of the Planning & Zoning Commission or City Council. Examples of minor modifications include slight adjustments to the internal street and drive alignments in accordance in Section 2.7.2 Roadway Alignments; building envelopes; number of buildings; orientation of buildings; and adjustments that do not result in overall increases to traffic, density, or impervious cover.

Changes that affect the lotting plan shall not be minor unless the change does not affect the maximum number of lots or the maximum number of lots of certain widths. Adjustments of lot locations shall not be minor unless the relocated lots are adjacent to previous locations. The City Administrator may approve minor modifications in writing following consultation with the Development Review Committee. Any appeal of the City Administrator’s determination regarding whether or not a change is a minor modification may be appealed by any aggrieved party to the Board of Adjustment.

E. Code of Ordinances. The Code of Ordinances shall be applicable to the Project, except as specifically provided for by this Ordinance, *Attachment “A”*, or the PD Master Plan.

F. Resolution of Conflicts. The documents governing the PDD should be read in harmony to the extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.

G. Attachments and Exhibits Listed. The following attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment “A” – Planned Development District No. 13 and Zoning Map

Exhibit A	Property Legal Description
Exhibit B	PD Master Plan
Exhibit C	Parks, Trails and Open Space Plan
Exhibit D	Lotting Plan
Exhibit E	PD Code Modifications Chart
Exhibit F	PD Street Standards
Exhibit G	Water Quality Buffer Zones
Exhibit H	PD Phasing Plan
Exhibit I	PD Uses Chart

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. PENALTY

Any person, firm, association or persons, company, corporations or their agents or employees violating or failing to comply with any of the provisions of this Ordinance may be subject to a fine pursuant to Section 54.001 of the Texas Local Government Code, upon conviction of not more than Two Thousand Dollars (\$2,000.00). The foregoing fine may be cumulative of other remedies provided by State law, and the power on injunction as provided by Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this Ordinance whether or not there has been a complaint filed.

6. 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.

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 Chapters 52 and 211 of the Texas Local Government Code.

8. EFFECTIVE DATE

This Ordinance shall be effective immediately upon approval by the City Council and publication as required by law.

PASSED & APPROVED this, the _____day of _____, 2021 by a vote of ___ (ayes) to (nays) to ___(abstentions) of the City Council of Dripping Springs.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

City of Dripping Springs

CODE OF ORDINANCES

ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS

PLANNED DEVELOPMENT DISTRICT NO. __:

ARTICLE I. GENERAL PROVISIONS

- 1.1. **Popular Name.** This Chapter shall be commonly cited as the “PDD – 13 Ordinance”, also referred to as “this Ordinance” herein.
- 1.2. **Scope.** This Ordinance applies to the Property.
- 1.3. **PD Master Plan.** The PD Master Plan has been approved by the City and shall guide permitting, development and use of the Property.
- 1.4. **Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined herein, or, if capitalized and not defined herein, as defined in the Code (hereinafter defined):

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

City Administrator or Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator and City Administrator’s designee.

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

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

Code, City’s Code of Ordinances or City of Dripping Springs Code of Ordinances: The entirety of the City’s ordinances, regulations and official policies in effect as of April 1, 2021 except as modified by the Project Approvals and variances granted under this Ordinance. This term does not include Zoning or Building Codes, Sign Ordinance, the

Water Quality Protection Ordinance or 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.

Development Review Committee: A group consisting of the city administrator or designee, the city engineer, building official, and the city planner. Also known as the site development review committee.

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.

Effective Date: The Effective Date of this Ordinance shall be the date of approval by the City Council and publication as required by law.

Homeowners Association: A community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Home Owners Association or Property Owners Association.

Impervious Cover: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration as determined by City Engineer. For purposes of compliance with this document, the term expressly excludes storage tanks for rainwater collection systems.

Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Property by the total number of acres included in the Property.

Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs Code of Ordinances.

Outdoor Lighting Ordinance: Article 24.06, Outdoor Lighting, of Chapter 24 of the City of Dripping Springs Code of Ordinances.

Owner: Meritage Homes of Texas, LLC., an Arizona limited liability company, and their successors and assigns as subsequent owners of any portion of the Property.

Project: A land use and development endeavor proposed to be performed on the Property, as provided by this Ordinance and generally depicted on the PD Master Plan on *Exhibit B*”.

Project Approvals: The approvals, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Property, as set forth on *Exhibit E*”.

Property: The land as more particularly described in *Exhibit “A”*.

TCEQ: The Texas Commission on Environmental Quality, or its successor agency.

TIA: Traffic Impact Analysis, as specified in Chapter 28, Article 28.02: Exhibit A-Subdivision Ordinance, Section 11.11 of the Dripping Springs Code of Ordinances.

TxDOT: The Texas Department of Transportation or its successor agency.

Water Quality Protection Ordinance: Article 22.05 of Chapter 22, General Regulations of the Code.

ARTICLE II. DEVELOPMENT STANDARDS

- 2.1. General Regulations.** Except as otherwise provided in this Ordinance and the PD Master Plan, the Property shall be governed by the site regulations and development standards contained in the Code of Ordinances.
- 2.2. Phasing.** The Property may be developed in phases. The Project is intended to be developed in phases as shown on *Exhibit "H"*. Owner may change the phasing of development from time to time in response to market conditions or other factors other than the roadways indicated in Phase 1 of the Phasing Plan which shall be built in the initial phase of the development. Phases may be developed concurrently. Construction Plans shall be submitted to the City for approval with each phase. Each plat filed with the City shall contain parkland required for that phase and parkland for the entire Land shall be submitted by separate exhibit with each plat application including 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. In addition, an impervious cover and LUE tracking chart shall be submitted as an exhibit with each plat filed indicating the amount of impervious cover proposed for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat.
- 2.3. Permitted Uses.**
- 2.3.1. Base Zoning:** The base zoning district for the residential portion of the Property shall be SF-3, which shall be the basis for all zoning specifications not addressed in this Ordinance or the PD Master Plan. The base zoning district for the commercial portion of the Property shall be Local Retail (LR).
- 2.3.2. Allowed Uses:** Those uses listed in the PD Uses Chart attached as *Exhibit "I"* are hereby permitted by right within the Project.
- 2.4. Design Specifications:**
- 2.4.1 Impervious Cover.** The Property may be developed with an Impervious Cover Percentage that does not exceed 50% over the entire Project. Each residential lot may be developed with an Impervious Cover not to exceed 60%. With regard to the

Commercial portion of the Project, as permitted by the City, Owners shall have the right to impervious cover limits not to exceed 70% of the entire Commercial portion. Owner may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded.

2.4.2 Minimum Lot Area: Four thousand eight hundred (4,800) square feet for residential lots. Commercial lot area shall comply with Local Retail zoning district.

2.4.3 Building Height. Buildings shall not exceed 2 ½ stories or 40 feet, whichever is less, measured from the average elevation of the existing grade of the building to the highest point of a flat or multi-level or as defined in Section 28.05.004 of the 2017 City of Dripping Springs Code of Ordinances.

2.4.4 Minimum Lot Width:

- a. **Internal Lot Width:** Forty (40) feet measured from the front set back line.
- b. **Corner Lot Width:** Fifty (50) feet measured from the front set back line.

2.4.5 Setbacks. Building setbacks shall be as follows:

a. **Minimum Front Yard:** Residential building setbacks shall be ten (10) feet from the street right of way. Commercial building setbacks shall be those required by the Local Retail zoning district.

b. **Minimum Side Yard:** Residential building setbacks shall be five (5) feet; provided, however corner lots will be set back a minimum of ten (10) feet from the street right of way. Commercial building setbacks shall be those required by the Local Retail zoning district.

c. **Minimum Rear Yard:** Residential building setbacks shall be ten (10) ten feet. Commercial building setbacks shall be those required by the Local Retail zoning district.

d. **Minimum Setback for Accessory Building:** For residential uses five (5) feet; no accessory buildings or structures are permitted in any residential front yard. Commercial building setbacks shall be those required by the Local Retail zoning district.

e. **Maximum Height of Fence:** Six (6) feet; provided, however, that the Property may have an eight (8) foot maximum height of fence where separating residential lots from adjacent arterial or collector roads. All fences shall provide a finished face to abutting streets and these fences shall not conflict with sight triangles at street intersections or obstruct views from adjacent driveways.

f. **Buffer areas and Setbacks:** The buffer along such shared boundary shall meet the requirements in City Ordinance Section 28.06.052 – Landscape Buffers.

2.4.6 Cut & Fill. Improvements requiring a site development permit will be held to no more than twelve (12) feet of cut or fill; however, fill placed under foundations with sides perpendicular to the ground need not comply with this requirement. No cut shall be greater than twelve (12) feet, except for structural excavation for building foundations, which must be approved by City Engineer. To be allowable, the City Engineer must first review and approve the structural stability, the aesthetics, and the erosion prevention techniques to be utilized for all cuts and fills exceeding six feet (6') of depth. Cut and fill requirements shall not apply to either right-of-way or residential development.

2.4.7 Parking.

a. Residential Parking: Development of the Property shall include parking at a minimum of two spaces per residence. There shall be parking along only one side of each internal local street.

b. Amenity Center Parking: Parking shall be provided for recreational sites that provide a community pool and other recreational facilities. The Amenity Center site shall include, but not be limited to, the following: A private access resort-style pool, pool restroom building, pavilion(s) and shade structure(s), a multi-age and ADA compliant playground facility, disc-golf course, circuit-training workout stations, and an open lawn for passive recreation. The quantity of parking spaces shall be determined under Section 5.6.2 (12) Commercial amusement (outdoor) of the City's Zoning Ordinances. Based on the current concept of the Amenity Center Site, this would equate to 44 parking spaces required for the entire Amenity Center site and its recreational facilities. On-street parallel parking spaces shall be permitted to count toward the determined required parking spaces to service all park(s) in the development, up to 600 feet away from the site.

2.4.8 Design of Residences: Homes shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement. Homes shall consist of 100% Masonry on all elevations. Native Stone, Brick Masonry, Stucco, and Cementitious Siding shall be deemed appropriate materials to satisfy the Masonry requirement.

(a) The front elevation of all homes shall contain wall plane articulation. No elevation shall be single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
2. Covered front porches or patio with a minimum size of 60 square feet;
3. A side-entry or swing-in garage entry (for garage doors that do not face the front street);

4. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);
5. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
6. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;
7. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction;
8. Two or more masonry finishes to compliment the architectural style of the home; and
9. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(b) Floorplans will be available in single and two-story housing plans. A minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape. Articulation on the front face should be used to ensure a nonrepetitive streetscene. Where building pads are interrupted by a street or open space lot of at least 50 feet in width, a plan may repeat. A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2), although elevations shall be different on the two houses.

2.4.9 Roofs and Overhead Structures. On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements. Pitched roofs shall be clad in 30-year minimum composition shingles or low reflectivity coated metal roofing materials.

2.4.10 Density of Development: With respect to the density of the Project, Owner will have the right to develop the Land at a density not to exceed 960 residential dwelling units.

- a. a maximum of 315 forty foot (40') lots.
- b. a maximum of 413 combined forty foot (40') and forty- five foot (45') lots.
- c. a maximum of 705 combined lots with fifty foot (50') or smaller lots.
- c. remaining lots shall be sixty foot (60') or larger.
- c. lot placement shall generally conform to the Lotting Plan shown on Exhibit D attached hereto.

2.4.11 Parkland: The Project is required to have 41.74 acres of Parkland. The Project will include approximately 59.56 net acres that will be dedicated for Parkland, the area being shown more fully shown on *Exhibit "C"* attached hereto and incorporated herein for all purposes (the "Parkland"). This dedication of the Parkland shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of the Parkland Dedication Ordinance under the City's Code of Ordinances and any applicable requirements within the Subdivision Ordinance. Owner has prepared a Master Parks and Open Space Plan

which has been approved by City.

- 2.5. Parks, Trails and Open Space.** Parkland and open space and associated improvements shall be in accordance the standards shown on *Exhibit “C”* attached hereto. A Master Parks and Trails Plan shall be submitted to the City for approval prior to approval of the first preliminary plat for the Project. The Master Parks and Trails Plan shall address all issues regarding public dedication, public access, and maintenance including finalizing the location of parks, amenities, trails, and trail connections to adjacent properties. The Parks, Trails, and Open Space shall address the Park Development Fee. A maintenance plan for the public parkland and amenities shall be submitted for approval by the City at time of application for final plat approval and the final plat shall not be approved until such maintenance plan is approved by the City Administrator.
- 2.6. Access.**
- 2.6.1 Traffic Impact Analysis.** Property Owner has provided to the City, and the City will approve the Traffic Impact Analysis upon complete submission and Owner’s clearing of all comments prior to submission of the initial preliminary plat for the development. The project shall be constructed as required by this ordinance and the traffic impact analysis.
- 2.6.2 Roadway Alignments:** The roadway alignments shown on the PD Master Plan are approved by the City. All roadways and driveways not shown on the PD Master Plan shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld.
- 2.7. Street Standards.** The standards for the various street widths and related landscaping and walkways are depicted on *Exhibit “F”*.
- 2.8. Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtunences to such underground utilities) provided, however, to the extent any above-ground utilities exist as of the date hereof, they can remain above-ground. All other issues related to utilities shall be finalized by separate agreement.
- 2.9. Lighting and Signage.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City’s Code of Ordinances (“Outdoor Lighting Ordinance”), as may be amended, from time to time. To the extent any portion of the Agreement conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control. Owner, homeowners, end users and/or a Property Owner Association will be required to operate and maintain the lighting within the Project according to the Applicable Rules. Owner agrees that the CCR’s for the Project shall reinforce this provision and be applied to all construction and builders. A Master Sign Plan shall be submitted for City approval prior to the placement of any signs that are not in compliance with either (i) the City’s Sign Ordinance or (ii) the variances described in the PD Modifications Chart attached hereto as *Exhibit “E”*.

2.10. Water Quality Buffer Zones. The Water Quality Buffer Zones are depicted on *Exhibit “G”*.

2.11. Water Quality: Owner agrees to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Ordinance or by specific variance.

2.12. Tree Preservation. Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs City Code shall apply to the project except as modified by this Agreement. Full tree survey to be submitted with each preliminary plat.

2.12.1 Tree Replacement Plan.

2.12.1.1 Subject to 2.12.1.2, the Tree Replacement Plan shall be in accordance to the City of Dripping Springs Code of Ordinances – Chapter 28, Article 28.06 Landscaping and Tree Preservation.

2.12.1.2 The cash-in-lieu fee requirements are determined to be \$1,410,000.00. There will be 235 acres of Disturbed Trees (235 acres times \$6,000 equals \$1,410,000.00). Owner shall receive credit against the cash-in-lieu fees equal to the following:

- 960 lots with two 3-inch caliper size trees at \$685.00 per tree for a total lot credit of \$1,315,200.00, plus
- 237 4-inch caliper size trees to be located in the boulevards and amenity center at \$1,000.00 per tree for a total of \$237,000.00.

The combined total credit will be \$1,552,200.00. The total cost of tree replacements in the Tree Replacement Plan exceeds the minimum the total cost per acre of disturbance in the Tree Removal Plan.



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Cynosure
Hays County, Texas

D&A Job No. 1691-004
August 18, 2020

METES & BOUNDS DESCRIPTION

BEING A 283.42 ACRE TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], SAID 291-1/3 ACRE TRACT BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.]; SAID 283.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF



1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.12 FEET;

THENCE S89°15'51"W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53"E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;
2. S14°46'26"E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
3. S20°28'59"E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
4. S09°17'53"W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
5. S21°13'11"W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;
6. S50°38'14"W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;



12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
17. N14°14'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID



ABSTRACT NUMBER 415, ALSO BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673 AND SAID 599 ACRE TRACT, AND ALSO BEING THE NORTH CORNER OF SAID PROPOSED 13.585 ACRE TRACT, FROM WHICH A 1-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.], SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°50'48"E, A DISTANCE OF 485.11 FEET;

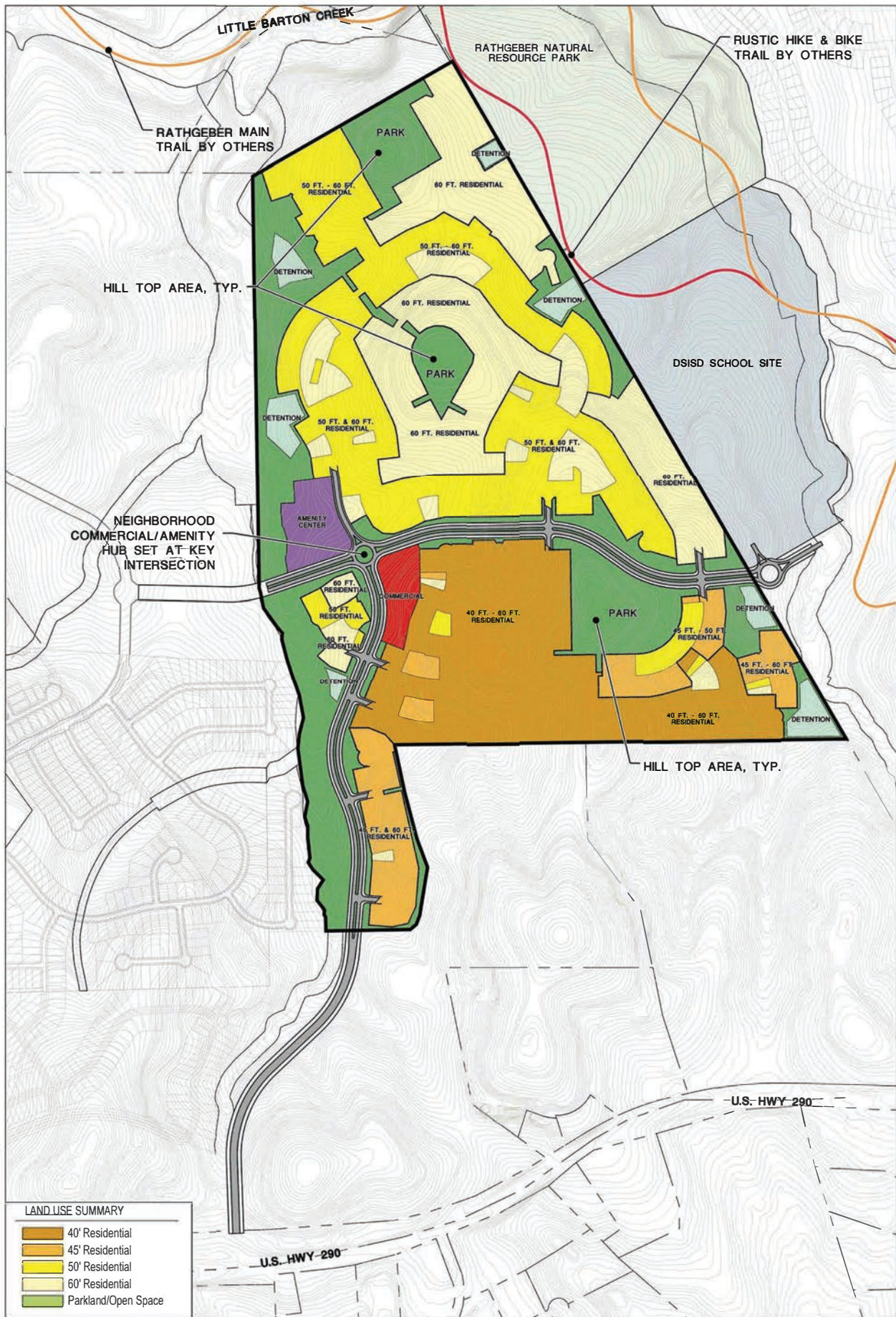
THENCE N00°50'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.38 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.42 ACRES.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description represents an actual survey performed on the ground under my supervision.

Garrett Cavaiuolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

8/18/2020
Date



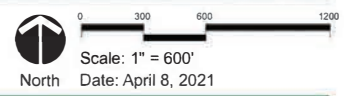


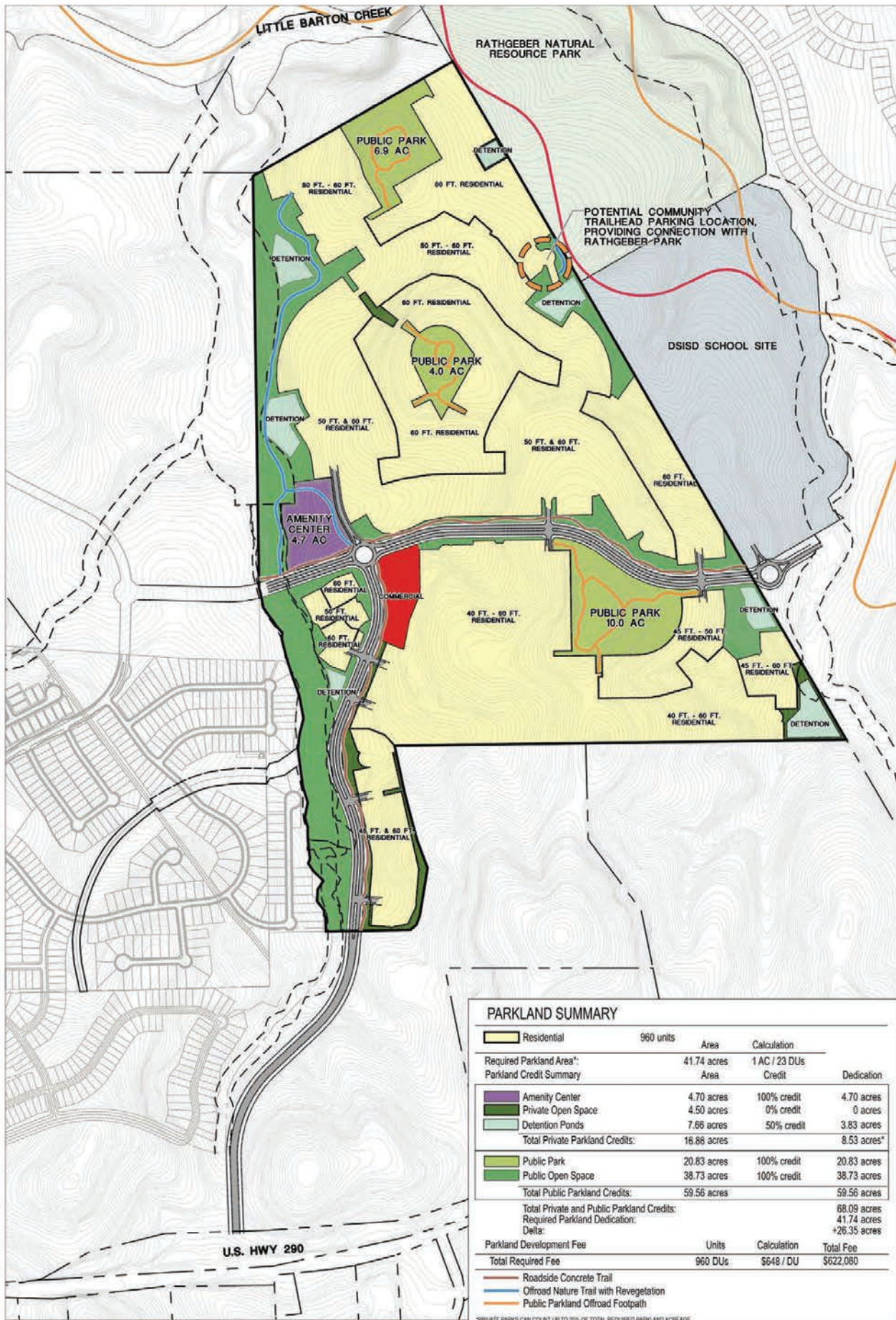
LAND USE SUMMARY

	40' Residential
	45' Residential
	50' Residential
	60' Residential
	Parkland/Open Space

**EXHIBIT B
PD MASTER PLAN
WILD RIDGE**

MERITAGE HOMES
DRIPPING SPRINGS, TEXAS

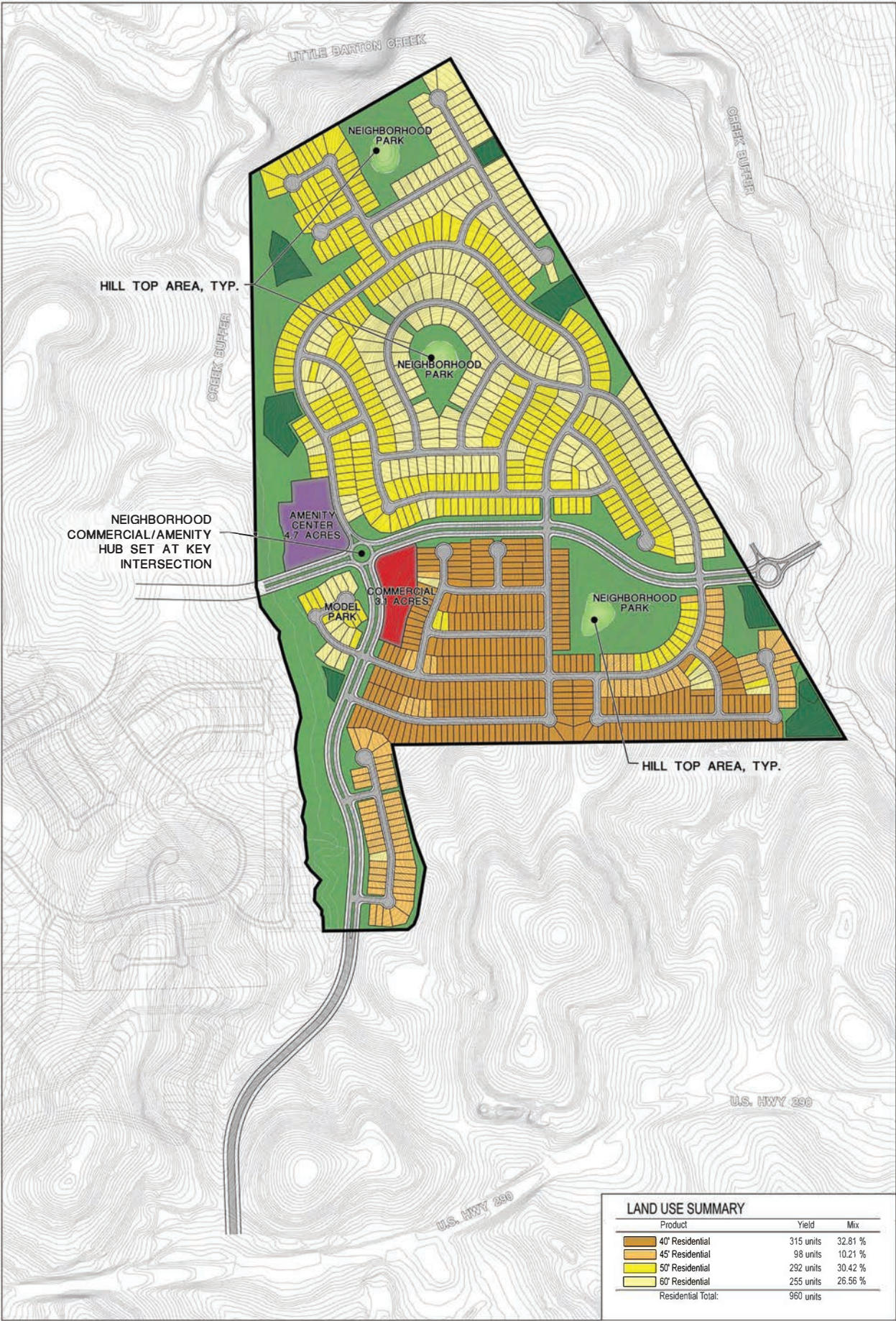




PARKLAND SUMMARY				
Residential	960 units	Area	Calculation	
		41.74 acres	1 AC / 23 DUs	
Required Parkland Area*		Area	Credit	Dedication
Amenity Center	4.70 acres	100% credit	4.70 acres	
Private Open Space	4.50 acres	0% credit	0 acres	
Detention Ponds	7.66 acres	50% credit	3.83 acres	
Total Private Parkland Credits:		16.86 acres		8.53 acres*
Public Park	20.83 acres	100% credit	20.83 acres	
Public Open Space	38.73 acres	100% credit	38.73 acres	
Total Public Parkland Credits:		59.56 acres		59.56 acres
Total Private and Public Parkland Credits:				68.09 acres
Required Parkland Dedication:				41.74 acres
Delta:				+26.35 acres
Parkland Development Fee		Units	Calculation	Total Fee
Total Required Fee		960 DUs	\$648 / DU	\$622,080
<ul style="list-style-type: none"> Roadside Concrete Trail Offroad Nature Trail with Vegetation Public Parkland Offroad Footpath 				

*PRIVATE PARKS CAN COUNT UP TO 25% OF TOTAL REQUIRED PARKLAND ACRES

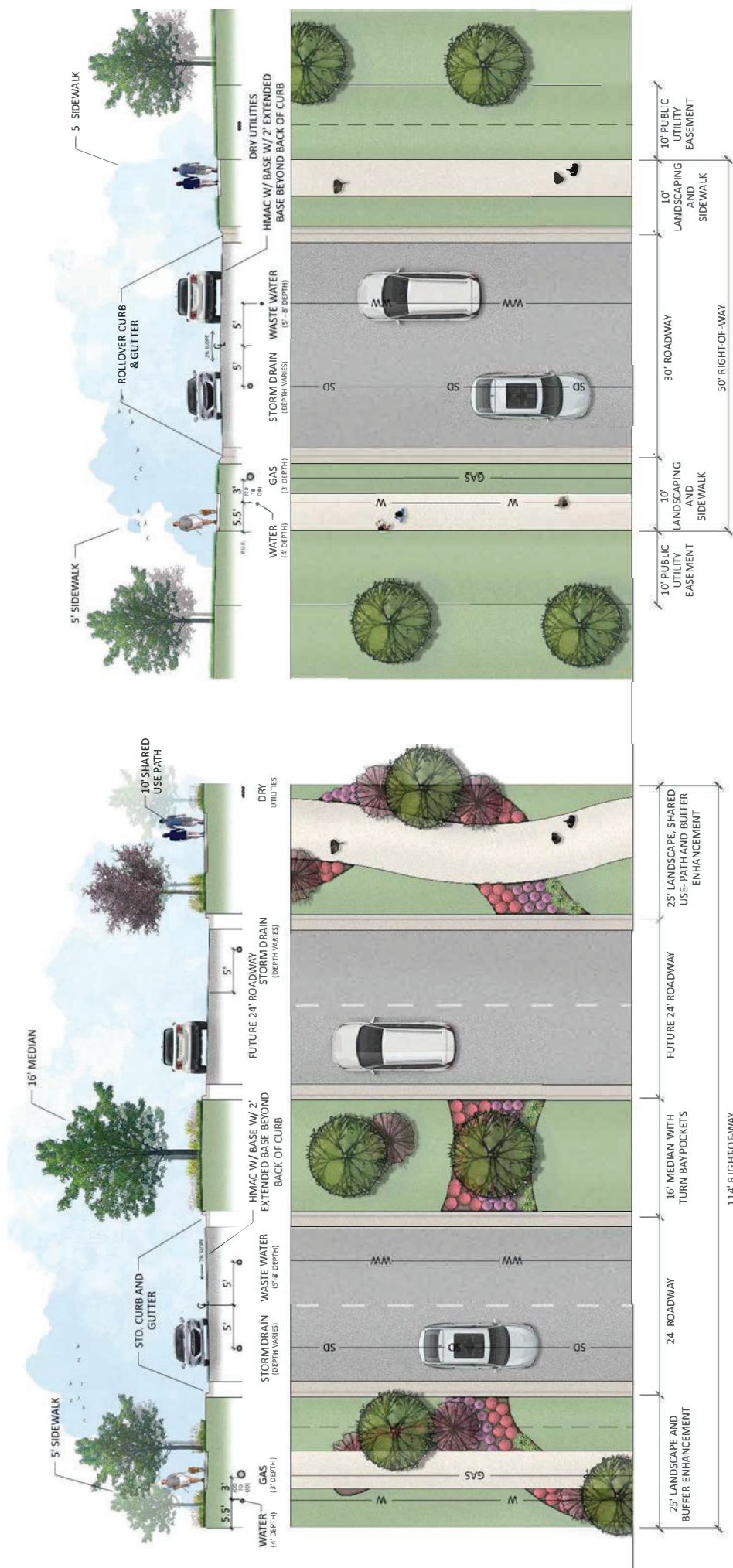
EXHIBIT C
PARKS, TRAILS, & OPEN SPACE
WILD RIDGE



LAND USE SUMMARY		
Product	Yield	Mix
40' Residential	315 units	32.81 %
45' Residential	98 units	10.21 %
50' Residential	292 units	30.42 %
60' Residential	255 units	26.56 %
Residential Total:	960 units	

LIST OF VARIANCES & ALTERNATIVE STANDARDS					
#	Ordinance	Description	Requirement	Requested Variance or Alternative	Justification
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 the Property within the Edwards Aquifer Contributing zone will be 50%	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes. In addition, to allow major transportation infrastructure and a commercial sector.
2	22.05.015(c)(3)	Performance standards	Establishes 90% removal of total suspended solids, total phosphorus, and oil and grease	Use water quality BMPs that achieve a TSS removal of 89% and comply with the TCEQ Optional Enhanced Measures (OEM) load management requirements.	Providing water quality buffer zones per the City of Dripping Springs requirements and including the LCRA Streambank Erosion Control volume in the water quality pond to protect natural waterways and habitat. Will create better use of the land, less long-term maintenance burden, more attractive water quality measures, and consistent with State standards.
4	(Exhibit A), 3.13	Lapse of plat approval	<u>Preliminary Plat:</u> All of the following shall occur within the one hundred and eighty-three (183) calendar days following Preliminary Plat approval: 1) City Engineer's approval of engineering plans for all proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction. In addition to the above, an application for approval of the final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter).	Preliminary Plat: All of the following shall occur within the one hundred and eighty-three (183) calendar days following Multi-Phased Preliminary Plat approval: 1) City Engineer's approval of engineering plans for Phase 1 proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction for Phase 1. In addition to the above, an application for approval of the Phase 1 final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter). Once conditions of Phase 1 are met the Preliminary Plat shall be valid for 10 years.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
5	(Exhibit A), 3.13	Lapse of plat approval	<u>Final plat approved by the City Council but not yet filed with Hays County</u> - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within thirty (30) calendar days of the date of final approval (The thirty-day period shall commence upon County approval of final plat if the property is in the ETJ).	<u>Final plat approved by the City Staff but not yet filed with Hays County</u> - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within three hundred and sixty five (365) calendar days of the date of final approval.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
6	(Exhibit A), 11.13.2	Frontage on Residential Collector Streets	Shall not exceed 20%	Applicable only to major collectors, minor arterials, and major arterials.	To showcase the lively neighborhood character with homes fronting streets where possible.

LIST OF VARIANCES & ALTERNATIVE STANDARDS					
#	Ordinance	Description	Requirement	Requested Variance or Alternative	Justification
7	(Exhibit A), 11.21	Residential block lengths	Min. 400'. Max 1200-1600' urban subdivisions, 2000' suburban and rural subdivisions.	Property considered a suburban subdivision with a 2000' maximum block length requirement.	This relates only to the perimeter of the property where access to neighboring property is limited by topographic conditions and adjacent land use
8	(Exhibit A), 13.2	Intersecting Streets	Blocks shall not be less than four hundred feet (400') in length	Blocks shall not be less than two hundred feet (200') in length	Considering unique topographic conditions that may reduce intersection distances.
9	(Exhibit A), 14.6	Minimum Lot Sizes	For lots using surface water and public wastewater system is 0.75 acres	No variance requested since Property will be located within city limits.	
10	(Exhibit A), 15.1	Sidewalks	Required on both sides of all streets, 5' min. width or as specified in City TMP.	5' sidewalks and 10' multi-modal use path will be provided on each side of arterial streets.	To fuse the hill country character within the community, and City TMP not yet adopted prior to approval date of this PDD
11	(Exhibit A), 20.1.3(g)	Sidewalks	Both sides of street in both residential and non-residential developments utilizing curb (not open ditch drainage). Required in conjunction with sewer line installation.	Sidewalks adjacent to residential lots constructed by the home builders at the time of home construction. Sidewalks not adjacent to residential lots will be constructed at time of roadway construction.	To fuse the hill country character within the community.
12	(Exhibit A), 30.2.5	Performance Guarantees and Security	Security shall be in an amount equal to 100 percent of the estimated cost of completion of the required public improvements and lot or unit improvements	No variance requested since Property will be located within city limits.	
13	28.04.018	Cuts and fills	No fill or cut on any building site shall exceed a maximum of six (6) feet of depth	Improvements requiring a site development permit will be held to no more than 12' of cut and/or fill.	To respond to topographic conditions.
14	28.06.051 (a&b)	Residential & Non-Residential Street Tree Requirements	Two (2) 4" street trees per residential lot; One (1) 4" street tree per 25 lf of street frontage to be planted adjacent to or near street right-of-way per associated zoning classification.	Two (2) 3-inch street trees per residential lot; 4-inch street trees along arterials, and within the Amenity Center lot to satisfy City tree replacement requirements.	Consistency with industry standards for residential lot trees. The development will provide a strong streetscape with mature trees earlier in the life of the project with this street tree planting plan.
15	CODS TCSS Section 2.2.1	Design criteria for transportation facilities	Hays County Subdivision and Development Regulations, latest version	City of Austin Transportation Criteria Manual (TCM), as currently amended, or as otherwise specified by the City TMP.	Hays County criteria based on larger lot, rural subdivisions with higher design speeds. City of Austin TCM is better suited for urban subdivisions with slower design speeds and land with significant topography similar to the Property
16	CODS TCSS Section 9.2.2(a)(1)	Side slopes on swales	No steeper than 1 vertical to 6 horizontal	No steeper than 1 vertical to 4 horizontal	Complies with City of Austin, Drainage Criteria Manual 6.4.1.D
18	Zoning 5.6.2.12	Parking Requirement for Commercial Amusement (Outdoor)	Ten (10) spaces plus one (1) space for each 500 square feet over 5,000 square feet of building or recreational area.	One (1) parking space per three-hundred (300) square feet of pool surface area.	Private Amenity Centers are meant to be walkable for the community, reducing the reliance on large parking areas. Trail connections and bike racks will be provided at the amenity to reduce the need for excessive parking.



**ROADWAY (114' R.O.W.)
4-LANE MINOR ARTERIAL**
Scale: 1" = 20'

**STREET (50' R.O.W.)
2-LANE RESIDENTIAL LOCAL**
Scale: 1" = 20'

Base mapping compiled from best available information. The user shall verify the accuracy of the data and is not subject to change. The land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT I**PD Uses Chart:**

The uses permitted in PDD – ___ are as follows:

Residential areas:

- Single-Family Dwelling, Detached;
- Garden Home/Townhome;
- Accessory Bldg/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Community Center, Private; and
- Those uses listed in the City's zoning ordinance for the SF-3 District or any less intense residential district uses are hereby permitted by right within the Project, and others are designated as requiring a Conditional Use Permit (CUP).

Commercial Area:

- Used allowed in Local Retail (LR) zone except that residential uses, including multi-family, are prohibited in the Commercial Area. Financial institutions are allowed in the Commercial Area.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), CONSENTING TO THE CREATION OF THE MUNICIPAL UTILITY DISTRICT ON THE CYNOSURE TRACT FOR THE WILD RIDGE SUBDIVISION; PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, Cynosure Corporation for the City of Drippings Springs filed a _____ “Petition for Consent to the Creation of a Municipal Utility District” requesting consent of the City of Dripping Springs (“City”) for creation of Municipal Utility District to be known as “Wild Ridge Municipal Utility District” (the “District”), to include approximately 283.427 acres of land wholly within Hays County, Texas, described by metes and bounds on **Exhibit A** attached hereto (the “Land”); and

WHEREAS, the City has annexed the Land proposed to be included in the District; and

WHEREAS, the City of Dripping Springs and Owner have negotiated an “Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District” among Owner, the City, and the District (“Creation and Operation Agreement”), attached hereto as **Exhibit B**; and

WHEREAS, following review of the Petition and the Creation and Operation Agreement, the City desires to adopt this Resolution, which consents to creation of the District, subject to the terms of the Creation and Operation Agreement, and the inclusion within the District of the Land in the event that the District is created;

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

I.

That the City, in reliance upon statements in the Petition regarding the Petitioner’s ownership of the Land within the District, hereby grants its consent to the creation of the District and the inclusion within the District of the Land described in **Exhibit A** attached hereto within the City’s extraterritorial jurisdiction, subject to the terms and condition set forth in the Creation and Operation Agreement.

2.

That the Mayor of the City is hereby authorized to execute the “Agreement concerning Creation and Operation of Wild Ridge Municipal Utility District” attached hereto as **Exhibit B**, and that the City Secretary is hereby authorized to attest such execution for and on behalf of the City in multiple counterparts. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and

purpose of this Resolution.

3.

That the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the day of , 2021, by a vote of (*ayes*) to (*nays*) to (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Exhibit "A"

Metes and Bounds

Exhibit "B"

Agreement



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

Cynosure
Hays County, Texas

D&A Job No. 1691-004
August 18, 2020

METES & BOUNDS DESCRIPTION

BEING A 283.42 ACRE TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], SAID 291-1/3 ACRE TRACT BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.]; SAID 283.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF



1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.12 FEET;

THENCE S89°15'51"W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53"E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;
2. S14°46'26"E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
3. S20°28'59"E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
4. S09°17'53"W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
5. S21°13'11"W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;
6. S50°38'14"W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;



12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
17. N14°14'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID



ABSTRACT NUMBER 415, ALSO BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673 AND SAID 599 ACRE TRACT, AND ALSO BEING THE NORTH CORNER OF SAID PROPOSED 13.585 ACRE TRACT, FROM WHICH A 1-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.], SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°50'48"E, A DISTANCE OF 485.11 FEET;

THENCE N00°50'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.38 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.42 ACRES.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description represents an actual survey performed on the ground under my supervision.

8/18/2020
Date

Garrett Cavaiuolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



STATE OF TEXAS

§

COUNTY OF HAYS

§

§

**PETITION REQUESTING CONSENT OF CITY OF DRIPPING SPRINGS TO
THE
CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS
“WILD RIDGE MUNICIPAL UTILITY DISTRICT”**

To the City of Dripping Springs:

The undersigned Petitioner (the “Petitioner”), being the person who holds title to land which represents a majority in value of the land, as indicated by the tax rolls of Hays County, Texas, hereinafter described by metes & bounds, and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, hereby petitions the City of Dripping Springs (the “City”) to consent to the creation of a municipal utility district (“the District”) as described herein:

I. Requested Action

Petitioner requests that the City consent to the creation of a municipal utility district to include approximately 283.427 acres of land currently within the extraterritorial jurisdiction of the City of Dripping Springs, Texas. The proposed District’s name is the Wild Ridge Municipal Utility District (the “District”). There is no other conservation and reclamation district in Hays County, Texas, with the same name. Petitioner further requests that the Property be annexed into the City of Dripping Springs and that the MUD be created within City Limits.

II. Description of Land to be Included

The proposed District will contain an area of approximately 283.427 acres of land, situated wholly within Hays County, Texas, and are generally described by metes and bounds in **Exhibit A**, (the “Property”). The Property is currently within the extraterritorial jurisdiction (ETJ) of the City of Dripping Springs, Texas. Petitioner formally requests the City’s consent to the creation of the District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code. The area comprising the District is contiguous and is within one or more areas covered by a Certificate of Convenience and Necessity (CCN) for water service, and one area covered by a CCN for wastewater service.

While currently within the City’s (ETJ), Petitioner wishes the property and the District to be within the City Limits.

III. Formation and Authority of District

Upon the granting of written consent by the City, Petitioner shall approach the Texas Legislature for creation of the special law district or petition the Texas Commission on Environmental Quality (“TCEQ”) to create the District. The proposed District shall be organized, created, and established, and shall exist under, and shall have the powers, rights, privileges, duties, authority and functions authorized by the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54 of the Texas Water Code.

IV. Ownership of Land to be Included

The Petitioner holds fee simple title to Property within the proposed District and is the owner of more than fifty percent (50%) in value of the land therein as shown on the tax rolls of Hays County, Texas.

The Petitioner certifies and agrees that:

- (1) there are no lien holders on the Property.
- (2) there are no persons residing on the Property.

V. Nature of Work to be Done by District

The general nature of the work to be done by the proposed District at the present time is the acquisition, construction, operation, and maintenance of water, wastewater, roads and drainage systems for domestic, industrial, and commercial purposes, and all other purchase, construction, acquisition, ownership, lease, operation, maintenance, repair, improvement, and extension of such additional improvements, facilities, plants, equipment, and appliances as shall be consonant with the purposes for which the proposed District shall be organized, including powers to construct and/or maintain roads. The project, including the proposed improvements, is practicable and feasible, in that water supply is available and the terrain of the territory to be included in the proposed District is of such a nature that a waterworks system, a drainage system, roadway systems and a wastewater system can be constructed at a reasonable cost. In addition, there is a public necessity for the project and the project would be a benefit to the land to be included in the District, in that such land will be developed for residential and commercial purposes, thereby furthering the public welfare.

VI. Estimate of Costs

It is now estimated by Petitioner, from such information as is available at this time, that the ultimate cost of the project described in paragraph V will be approximately as described in Exhibit B is \$85,000,000.

VII. Necessity of Work

The above-described work is necessary for the development of the Property. The area proposed to be within the proposed District is located currently within the extraterritorial jurisdiction of the City of Dripping Springs and is suburban in nature. However, Petitioner wishes the property to be annexed into the City Limits and that the District also be within the City Limits. It is within the growing environs of Central Texas, in proximity to populous and developing sections of Hays County, Texas, and is expected to experience substantial and sustained residential and commercial growth within the immediate future. The area is currently without an adequate waterworks system, wastewater system, road system or drainage system. The health and welfare of the present and future inhabitants of the area within the proposed District, and of territories adjacent thereto, require the acquisition, construction, maintenance and operation of an adequate waterworks system, wastewater system and drainage system. As such, a public necessity exists for the organization of the proposed District to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks system, wastewater system, road system and drainage system, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

WHEREFORE, Petitioner requests that this Petition for Consent be properly considered and granted. Pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Local Government Code, the City is required to act within 90 days of its receipt of this Petition.

RESPECTFULLY SUBMITTED this ____ day of _____, 2021.

[signature on following page]

CYNOSURE CORPORATION
A Texas Corporation

By: _____
Name: Gary K. Morris
Title: President, Cynosure Corporation

STATE OF FLORIDA §
 §
COUNTY OF _____ §

This instrument was executed by Gary K. Morris, as the in his capacity as President of Cynosure Corporation, before me on this, the __ day of _____, 2021.

Notary Public, State of Texas

Printed Name: _____
My Commission Expires: _____

EXHIBIT A



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

Cynosure
Hays County, Texas

D&A Job No. 1691-004
August 18, 2020

METES & BOUNDS DESCRIPTION

BEING A 283.42 ACRE TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], SAID 291-1/3 ACRE TRACT BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.]; SAID 283.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.12 FEET;

THENCE S89°15'51"W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53"E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;
2. S14°46'26"E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
3. S20°28'59"E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
4. S09°17'53"W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
5. S21°13'11"W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;
6. S50°38'14"W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;



12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
17. N14°14'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID



ABSTRACT NUMBER 415, ALSO BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673 AND SAID 599 ACRE TRACT, AND ALSO BEING THE NORTH CORNER OF SAID PROPOSED 13.585 ACRE TRACT, FROM WHICH A 1-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.], SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°50'48"E, A DISTANCE OF 485.11 FEET;

THENCE N00°50'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.38 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.42 ACRES.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description represents an actual survey performed on the ground under my supervision.



Garrett Cavaiuolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

8/18/2020
Date



EXHIBIT B

Exhibit B

Parcel	Site Work	Water	Wastewater	Dry Utilities	Paving	Drainage	Community	MUD Total	Section 2 Total	SUBTOTAL	20% CONTINGENCY	TOTAL HARD COSTS	15% DESIGN, ETC	TOTAL
Parcel 1	\$ 601,225	\$ 144,545	\$ 235,672	\$ 114,240	\$ 229,287	\$ 238,338	\$ 1,563,807	\$ 666,464	\$ 898,343	\$ 1,563,807	\$ 312,761	\$ 1,876,568	\$ 234,571	\$ 2,111,139
Parcel 2	\$ 587,534	\$ 243,844	\$ 332,659	\$ 195,440	\$ 386,807	\$ 251,025	\$ 1,098,663	\$ 898,646	\$ 1,098,663	\$ 1,997,308	\$ 399,462	\$ 2,396,770	\$ 299,596	\$ 2,696,366
Parcel 3	\$ 1,200,470	\$ 196,512	\$ 323,927	\$ 182,080	\$ 325,951	\$ 395,063	\$ 984,261	\$ 1,619,741	\$ 1,619,741	\$ 2,604,002	\$ 520,800	\$ 3,124,802	\$ 380,600	\$ 3,515,402
Parcel 4	\$ 645,673	\$ 196,034	\$ 246,635	\$ 107,440	\$ 219,680	\$ 305,763	\$ 823,769	\$ 897,455	\$ 897,455	\$ 1,721,224	\$ 344,245	\$ 2,065,469	\$ 258,184	\$ 2,323,652
Parcel 5	\$ 1,149,223	\$ 334,772	\$ 405,068	\$ 305,360	\$ 586,449	\$ 512,188	\$ 1,347,622	\$ 1,946,437	\$ 1,946,437	\$ 3,284,061	\$ 658,812	\$ 3,942,872	\$ 494,109	\$ 4,436,981
Parcel 6	\$ 1,340,332	\$ 205,540	\$ 219,695	\$ 192,000	\$ 392,835	\$ 276,013	\$ 771,932	\$ 1,854,483	\$ 1,854,483	\$ 2,656,614	\$ 529,283	\$ 3,185,897	\$ 393,962	\$ 3,579,859
Parcel 7	\$ 880,721	\$ 232,975	\$ 339,428	\$ 213,520	\$ 404,527	\$ 385,838	\$ 999,001	\$ 1,437,008	\$ 1,437,008	\$ 2,436,009	\$ 487,202	\$ 2,923,211	\$ 365,401	\$ 3,288,612
Parcel 9	\$ 2,179,182	\$ 406,662	\$ 543,475	\$ 385,600	\$ 701,961	\$ 676,988	\$ 1,728,923	\$ 3,145,125	\$ 3,145,125	\$ 4,874,048	\$ 974,810	\$ 5,848,858	\$ 731,107	\$ 6,579,965
Parcel 10	\$ 1,163,678	\$ 295,128	\$ 328,619	\$ 246,400	\$ 472,679	\$ 479,600	\$ 1,117,706	\$ 1,828,398	\$ 1,828,398	\$ 2,946,104	\$ 589,221	\$ 3,535,325	\$ 441,916	\$ 3,977,241
Parcel 11	\$ 755,217	\$ 153,028	\$ 205,101	\$ 125,400	\$ 258,224	\$ 209,638	\$ 620,536	\$ 1,087,071	\$ 1,087,071	\$ 1,707,607	\$ 341,521	\$ 2,049,128	\$ 256,441	\$ 2,305,569
Parcel 14	\$ 318,999	\$ 64,694	\$ 79,177	\$ 55,440	\$ 108,373	\$ 97,138	\$ 260,114	\$ 463,705	\$ 463,705	\$ 723,821	\$ 144,764	\$ 868,585	\$ 108,573	\$ 977,158
TOTAL	\$ 10,821,255	\$ 2,434,933	\$ 3,259,456	\$ 2,083,920	\$ 4,068,753	\$ 3,808,088	\$ 10,217,975	\$ 16,278,429	\$ 28,494,405	\$ 5,289,881	\$ 31,784,285	\$ 3,974,161	\$ 35,758,446	
Offsite	\$ 621,896	\$ 975,690	\$ 309,080	\$ 820,350	\$ 86,600	\$ 86,600	\$ 2,807,616	\$ 2,807,616	\$ 2,807,616	\$ 561,523	\$ 3,369,140	\$ 421,142	\$ 3,790,282	
Common	\$ 4,993,361	\$ 720,073	\$ 3,345,174	\$ 866,640	\$ 2,398,575	\$ 4,241,804	\$ 15,695,986	\$ 15,286,120	\$ 16,286,120	\$ 4,312,725	\$ 25,876,531	\$ 3,234,544	\$ 29,110,855	
Fees	\$ 5,615,257	\$ 1,695,793	\$ 3,648,254	\$ 886,640	\$ 3,216,825	\$ 4,328,404	\$ 18,504,602	\$ 22,152,780	\$ 40,687,362	\$ 4,874,248	\$ 29,245,491	\$ 3,655,688	\$ 49,187,297	
TOTAL	\$ 5,615,257	\$ 1,695,793	\$ 3,648,254	\$ 886,640	\$ 3,216,825	\$ 4,328,404	\$ 18,504,602	\$ 22,152,780	\$ 40,687,362	\$ 4,874,248	\$ 29,245,491	\$ 3,655,688	\$ 49,187,297	

Hard Costs	
Section 2	\$ 22,143,092
MUD	\$ 28,722,378
Total	\$ 50,865,470
Total Cost (Hard Cost plus Fees, Contingency, and Design)	
Section 2	\$ 46,179,263.68
MUD	\$ 38,775,479.78
Total	\$ 84,954,743.47

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(WILD RIDGE)**

This Agreement for the Provision of Nonstandard Retail Water Service (the “Agreement”) 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 Meritage Homes of Texas, LLC, an Arizona limited liability company or its successors or assigns (the “Developer”). Unless otherwise specified, the term “Parties” shall mean the City and Developer, collectively.

RECITALS

WHEREAS, Developer owns and is developing approximately 283.427 acres, as described on **Exhibit “A”** (the “Property” or the “Land”). The Property currently lies entirely within the City’s extraterritorial jurisdiction (“ETJ”). The Property is to be annexed into the city limits of the City. Developer plans to develop a residential and commercial development on the Property (the “Proposed Development”); and

WHEREAS, Developer desires to obtain retail water service to the Proposed Development pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City is a party to that certain Wholesale Water Services Agreement Between Lower Colorado River Authority and City of Dripping Springs (“Service Agreement”) dated March 11, 2003, as assigned; and

WHEREAS, it is the intent of the Parties that the City will supply water from the West Travis County Public Utility Agency (“WTCPUA”) in order to provide up to 1,050 LUEs of 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 retail water service to the Proposed Development.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

ARTICLE I
DEFINITIONS, HEADINGS, AND INTERPRETATION

Section 1.1 Definition of Terms. In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement for the Provision of Nonstandard Retail Water Service, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.

- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party's duties and responsibilities with respect to this Agreement as provided in Section 7.3 herein.
- (c) “City Rules and Policies” shall mean the City’s rules, policies, and ordinances adopted by the City Council governing the provision of retail water service to Retail Customers and related matters, as amended from time to time.
- (d) “City Service Area” means the City’s water supply service area, whether or not it is a certificated service area, as such service area now exists or may be changed hereafter.
- (e) “City Utility Standards” shall mean City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure within the extraterritorial jurisdiction of the City, as enacted and as they may be amended thereafter from time to time, City Rules and Policies, and expressly including the following chapters of the City’s Code of Ordinances and all related regulations and permits:
- (1) Utilities (Chapter 20)
 - (2) Development and Water Quality Protection (Chapter 22)
 - (3) Building Regulations (Chapter 24)
 - (4) Subdivision and Site Development (Chapter 28)
- (f) “Connection” means a single family residential or irrigation unit to which potable water is supplied by the City.
- (g) “Developer” shall mean Meritage Homes of Texas, LLC, an Arizona limited liability company, or its Assignees.
- (h) “District” means the municipal utility district (a political subdivision of the State of Texas) created with boundaries over the Land, or its successor District.
- (i) “Effective Date” shall mean the date of the last signature to this Agreement.
- (j) “Facilities” means the Onsite and Offsite Facilities as defined in this Agreement.
- (k) “LUE” or “Living Unit Equivalent” shall mean the measurement used by WTCPUA in determining LUEs.
- (l) “Master Meter” shall mean the City owned water meter to be installed at the TWCPUA elevated water storage tank.
- (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 within the Proposed Development necessary to connect to and extend water service to the Proposed Development from the City.

- (o) “Point of Delivery” means the point at which the City will deliver Water to the Proposed Development through the Master Meter.
- (p) “Retail Customer” shall mean a person or entity applying for an individual retail water service Connection located in the Proposed Development.
- (q) “Water” means potable water that meets federal and state standards for human consumption and other domestic use.
- (r) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (s) “WTCPUA Rules and Policies” shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water service to Retail Customers and related matters.
- (t) “WTCPUA System” shall mean the WTCPUA's existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, and related facilities.

Section 1.2 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **RESERVATIONS**

Section 2.1 Reservation of Capacity. The City and the Lower Colorado River Authority (“LCRA”) entered into a Service Agreement assigned to the WTCPUA. Pursuant to the Service Agreement, Pursuant to the Service Agreement, the Developer or District shall prepare and the City shall file a service extension request (“SER”) with the WTCPUA within twenty-one (21) days of the Effective Date of this Agreement for a total of 1,050 LUEs from the WTCPUA. Upon approval of the SER by the WTCPUA Board, water capacity of 1,050 LUEs for the Land is reserved, subject to compliance with all requirements set-forth in the approval of the SER 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 the SER (as it may be amended). Developer or District shall pay all fees for

submitting and processing the SER and for reserving the water directly to the WTCPUA or LCRA as required by those entities.

ARTICLE III

RETAIL WATER SERVICE COMMITMENT AND DELIVERY OF RETAIL WATER

Section 3.1 City to Provide Retail Service. The City will be the retail provider for the Proposed Development. All Retail Customers within the boundaries of the Proposed Development will be Retail Customers of the City. Absent an amendment to this Agreement, the City shall not be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 1,050 LUEs. Notwithstanding, the City may, at its sole discretion, provide retail water service in excess of that capacity.

ARTICLE IV

ONSITE AND OFFSITE FACILITIES

Section 4.1 Design, Construction, and Funding of Facilities. Developer shall design, construct, and fund, the Facilities (which includes the Offsite and Onsite Facilities), subject to the provisions of Section 4.2 below regarding oversizing of the Offsite Facilities. The Developer shall construct the Facilities in phases or stages consistent with the construction of the Proposed Development and in compliance with City Utility Standards, the WTCPUA Rules and Policies, the requirements of the Texas Commission on Environmental Quality, and any other regulatory agency or governmental body having jurisdiction. The Facilities shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of all governmental agencies having jurisdiction. The Facilities must be of sufficient size to provide continuous and adequate water service to the Proposed Development. Developer shall submit all plans and specifications for the Facilities, including any phase or portion thereof, to the City.

The City has the right to review and approve all plans and specifications for the Facilities, and to charge applicable City review and approval fees. Construction of the 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, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt of complete plans and specifications and fees.

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 the Facilities. In addition, the Developer or its Contractor shall notify the City when the Facilities are ready for final inspection and connection. 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 of notice. After such final inspection, the Developer shall correct any punch list items.

Developer shall pay all of the City Engineers' fees for review of plans, and the construction phase(s) and final inspections. Developer shall also pay all of the WTCPUA fees charged to the

City associated with the review of plans of the Master Meter assembly. The City shall pass these charges through from the WTCPUA to the Developer without mark-up.

Section 4.2 Oversizing or Sharing of Offsite Facilities. If the City requests oversizing of the Offsite Facilities, including use of the Master Meter made a part of the Offsite Facilities, as desired or required by the City, the Parties agree the City shall promptly pay its pro rata share of all costs associated with the design and construction of the Offsite Facilities as agreed to by separate agreement, namely “Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District”. Developer shall have no obligation to oversize the Offsite Facilities without an agreement in place with the City (making payment directly to the Developer) regarding payment of the City’s pro rata share of all costs associated with the design and construction of the Offsite Facilities, including but not limited to permits and easements necessary for construction of the Offsite Facilities. The City will be responsible for collecting from future developments their pro rata share of such costs to reimburse the City. To the extent that Developer utilizes Offsite facilities that have been oversized and constructed by the City or another third party, Developer will pay its pro rata share of those oversized facilities either to the City or the third party that paid for the oversizing of such facilities.

Section 4.3 Location of Offsite Facilities. The alignment of the transmission main which is a part of the Offsite Facilities will be mutually agreed upon by the Parties and will be dependent on the properties/projects, if any, that participate in the oversizing of the transmission main and the City System.

Section 4.4 Permits. Developer, at its sole cost and expense, shall be solely responsible for obtaining all permits necessary to construct the Facilities, subject to pro rata share payments under Section 4.2, if applicable.

Section 4.5 Easements and Facility Siting. Developer, at its sole cost and expense, shall negotiate and secure all real property interests necessary to construct the Offsite Facilities at locations approved by the City. The City agrees to assist and use its best efforts in obtaining easements for water mains required to serve the Proposed Development. Developer will construct the Offsite Facilities within easements approved by the City where necessary for the City’s later ownership, operation and maintenance of such Offsite Facilities. Easements shall be in a form and substance acceptable to the City’s attorney. The Developer agrees to pay its pro rata share of easement acquisition costs, including the City’s attorney’s fees and expenses and the City’s other reasonable and necessary fees and costs associated with any condemnation proceedings or disputes regarding easements for water mains required to serve the Proposed Development.

Section 4.6 Developer Warranties. With respect to the construction of the Offsite Facilities:

- (a) The Offsite Facilities shall be constructed under the terms of a construction contract or contracts pursuant to which the contractor agrees to meet the City Utility Standards and the requirements of the WTCPUA, the Texas Commission on Environmental Quality, and any other regulatory agency or governmental body having jurisdiction. The materials used in the construction of the Offsite Facilities shall be free from defects and fit for their intended purpose.

(b) Offsite Facilities shall have a contract warranty with a guarantee covering all materials and workmanship of at least 2 years, enforceable by the City as both Developer's assignee and as a third-party beneficiary. In addition, Developer's contract(s) with its Contractor for the construction of the Offsite Facilities shall: (i) state that the "DEVELOPER" includes the Developer and its permitted assigns, including the City, and (ii) include the following provision:

"Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the City Engineer and the DEVELOPER. The City Engineer and the DEVELOPER shall be given not less than 20-day 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 City Engineer and the DEVELOPER, 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."

(c) The Developer shall provide a copy of the construction contract to the City upon execution. All infrastructure constructed by the Owner shall include a maintenance bond for One Hundred Percent (100%) of the cost of the infrastructure that is valid for at least 2 years after construction and acceptance by the City.

Section 4.7 Completion of Construction of Offsite Facilities. Upon completion of the Offsite Facilities, the Developer shall provide to the City: (i) three sets of record drawings of the as-built plans, including complete and accurate locations of all Offsite Facilities (ii) autocad plans; (iii) GPS files noting location of the Offsite Facilities; and (iv) a certification sealed by a registered professional engineer stating that the Offsite Facilities are fully completed in substantial compliance with the plans and specifications approved by the City and in accordance with the as-built plans.

Section 4.8 Correction of Defects. Prior to the conveyance of the Offsite Facilities to the City, Developer shall remedy, or cause to be remedied, and pay its share of all reasonable expenses attributable to remedying, any material defects in the design or construction of the Offsite Facilities.

Section 4.9 Conveyance of Offsite Facilities. Upon completion of construction of the Offsite Facilities, payment to Developer by City of others' pro rata share in the costs of design and

construction, if any, and compliance with Section 4.7, the City will accept and Developer shall convey the Offsite Facilities to the City. Developer shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer in a form that is acceptable to the City attorney that are reasonably necessary to convey the Offsite Facilities. The Developer shall also provide a two (2) year maintenance bond in compliance with Section 4.6(b). Upon transfer, the Offsite Facilities shall become part of the City's water system and the City will operate and maintain the Offsite Facilities.

Section 4.10 Conveyance of Onsite Facilities. Developer shall construct at its own expense all Onsite Facilities. Prior to the initiation of Retail Water Service, Developer shall convey the Onsite Facilities to the City. Developer shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer in a form that is acceptable to the City attorney that are reasonably necessary to convey the Onsite Facilities. Developer shall also provide documentation to the City of any warranty in effect at the time of conveyance to the City of the Onsite Facilities.

Section 4.11 Representations by Developer. Developer represents that:

- (a) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Developer.
- (b) This Agreement and the representations and covenants contained herein, and the consummation of the transactions contemplated herein, will not violate or constitute a breach of any contract or other agreement to which Developer is a party, or any order, judgment, or decision against Developer.

ARTICLE V **COMMENCEMENT OF SERVICE, RATES, AND FEES**

Section 5.1 Impact, Reservation, and Other Fees. Developer shall pay, or cause to be paid, all rates and charges as specified in Section 20.06.004 (Water Rates and Charges) of the City's Code of Ordinances as amended from time to time and as specified with City Rules and Policies.

Section 5.2 Rates and Charges for Retail Customers of City. Upon commencement of retail water service by the City pursuant to Article IV of this Agreement, the Retail Customer in the Proposed Development shall pay rates, fees and charges for water service in accordance with City Rules and Policies.

Section 5.3 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or payment, otherwise applicable under this Agreement or the City's Rules and Policies.

Section 5.4 Restrictions on Service. Unless the prior approval of City is obtained, the Developer shall not:

- (a) construct or install additional water lines or facilities to service areas outside the Proposed Development;
- (b) add any additional lands to the Proposed Development for which water service is to be provided pursuant to this agreement; or
- (c) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

Section 5.5 Charges Related to Agreement. Within 30 days of being billed by the City, Developer shall reimburse City the following: (1) City’s reasonably necessary engineering and legal fees incurred to prepare, negotiate, interpret, and implement this Agreement (with a 20% administrative charge); and (2) any fees charged to the City by the WTCPUA for water service to the Proposed Development which has not already been paid by Developer.

ARTICLE VI **TERM; DEFAULT**

Section 6.1 Term; Termination. This Agreement shall become effective upon the latest date of execution by either the Developer or the City (the “Effective Date”). Unless otherwise earlier terminated, this Agreement shall extend from the Effective-Date for as long as the City provides retail water service to the Proposed Development.

This Agreement shall terminate and the commitment of water service to the Proposed Development will be null and void if the Developer does not maintain compliance with the requirements needed to retain the service commitment from the WTCPUA pursuant to the Service Agreement.

Section 6.2 Default. In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, the City shall give Developer thirty (30) days to cure such default or material breach after the City has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money and is not capable of being cured within thirty days, City may terminate this Agreement upon written notice to Developer. Upon such termination, City will retain all payments made, if any, by Developer to the City made under this Agreement and City shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then City may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

In the event that City defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give City thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by City, Developer may, as its sole and exclusive remedy,

either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring City and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies.. A breach is material if the City violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VII
GENERAL PROVISIONS

Section 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.

Section 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, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

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

To Developer:

Meritage Homes of Texas, LLC
 Attn: Elliot Jones
 8920 Business Park Drive, Suite 350
 Austin, Texas 78759

AND

Meritage Homes Corporation
 Attn: General Counsel
 8800 E. Raintree Drive, Suite 300
 Scottsdale, AZ 85260

Section 7.3 Assignment. Owner may assign this Agreement to another owner of the Land without the consent of City provided the assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owner's successors and assigns, including future owners of any land or structures within the Proposed Development.

Section 7.4 Amendment. This Agreement may be amended only with the written consent of the Developer and approval of the governing body of the City.

Section 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.

Section 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.

Section 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.

Section 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.

Section 7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

Section 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.

Section 7.11 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein.

Section 7.12 Obligations Fulfilled by District. Any obligation imposed on the Developer by this Agreement may be fulfilled by the District and upon the District's acceptance of the Developer's obligations contained herein, the Developer is relieved of performing such obligations.

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

Name:
City Secretary

By: _____
Bill Foulds, Mayor

Date: _____

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on _____, 2021 by Bill Foulds, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.

Notary Public, State of Texas

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 2021 by
_____, _____ of **Meritage Homes of Texas, LLC**, an Arizona
limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Exhibit "A"
Property Description



Exhibit "A"

Item 17.

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

Cynosure
Hays County, Texas

D&A Job No. 1691-004
August 18, 2020

METES & BOUNDS DESCRIPTION

BEING A 283.42 ACRE TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], SAID 291-1/3 ACRE TRACT BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.]; SAID 283.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF



1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.12 FEET;

THENCE S89°15'51"W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53"E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;
2. S14°46'26"E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
3. S20°28'59"E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
4. S09°17'53"W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
5. S21°13'11"W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;
6. S50°38'14"W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;



12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
17. N14°14'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID



ABSTRACT NUMBER 415, ALSO BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673 AND SAID 599 ACRE TRACT, AND ALSO BEING THE NORTH CORNER OF SAID PROPOSED 13.585 ACRE TRACT, FROM WHICH A 1-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.], SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°50'48"E, A DISTANCE OF 485.11 FEET;

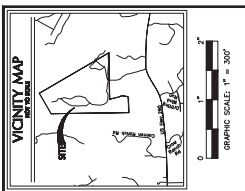
THENCE N00°50'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.38 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.42 ACRES.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description represents an actual survey performed on the ground under my supervision.

8/18/2020
Date

Garrett Cavaiuolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



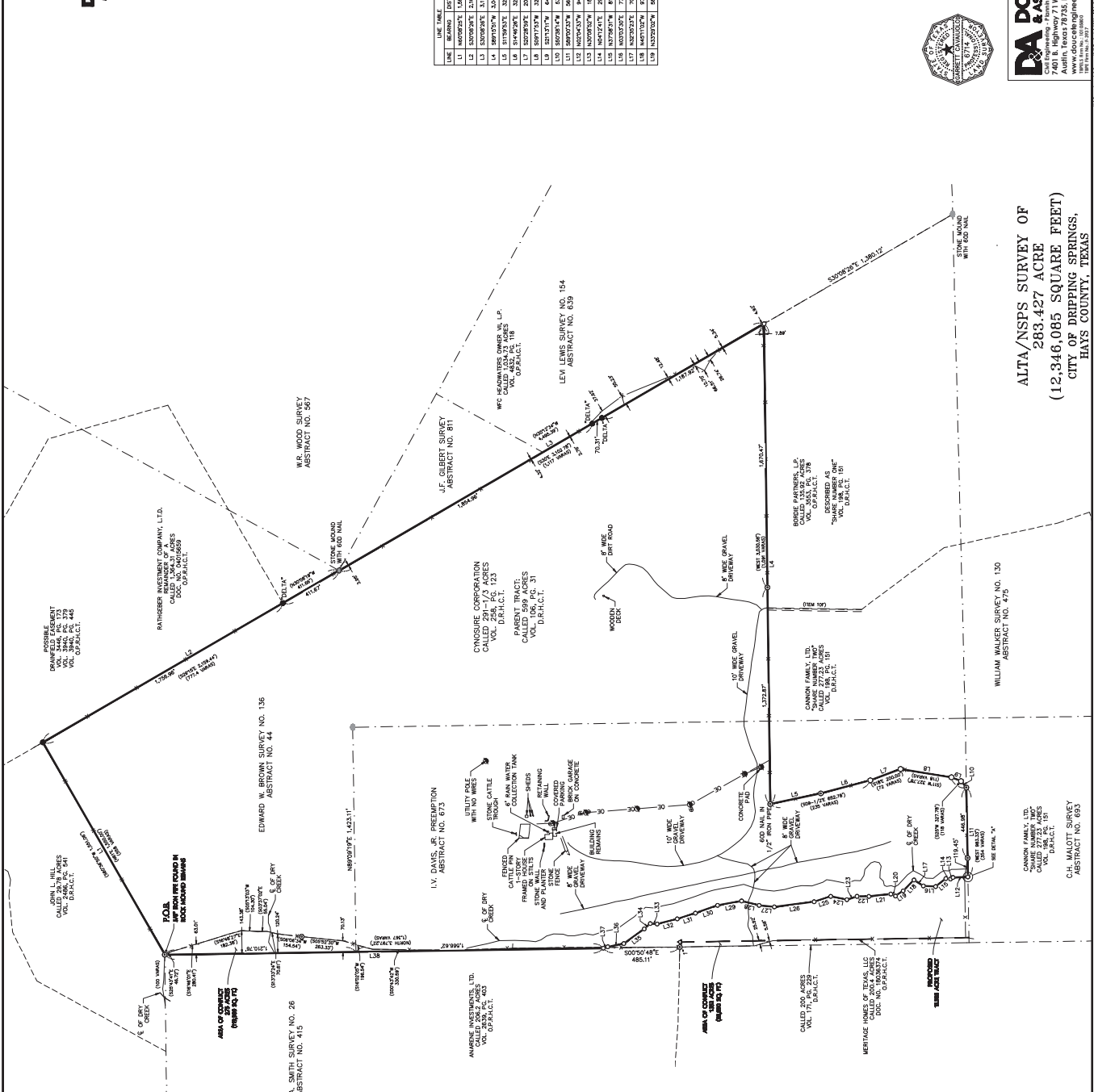


LEGEND table with symbols for various survey features like property lines, easements, and monuments.

Table with columns: LINE, BEARING, DISTANCE. Lists survey points and bearings.

EXPLANATION: (AS SHOWN HEREIN) IS LOCATED WITHIN THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS...

DA DOUCET & ASSOCIATES logo and contact information: 7401 B Highway 717W, Suite 160, Hays, TX 77731.



PHILIP L. SMITH SURVEY NO. 26 ABSTRACT NO. 414... DESCRIPTION: (AS SHOWN HEREIN) IS LOCATED WITHIN THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS... 1. A DISTANCE OF 10.00 FEET TO A 1/2-INCH IRON ROD WITH 'DOUBT' CAP SET FOR AN ANGLE POINT...

City of Dripping Springs

Monthly Maintenance Report

July 2021

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- WWTP fields and lift stations landscaping
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained

Additional Maintenance Completed

Parks

- SRP signs reinstalled – 7/1
- SRP dead fox removed – 7/1
- Founders' pool chemical pump serviced – 7/1
- Founders' pool toilet paper dispensers replaced – 7/1
- Camp water run – 7/2, 7/6, 7/9, 7/12, 7/14
- Founders' pool ADA chair lift repair – 7/6, 7/16
- VMP mowed and trimmed – 7/7, 7/14-7/15, 7/21-7/22
- DSRP low crossing mowed – 7/8
- Founders' pool pump #1 union gasket replaced – 7/8
- SRP trails mowed and trimmed – 7/12
- DSRP playground mulch installed – 7/15-7/16
- SRP playground mulch installed – 7/16, 7/19, 7/26
- Founders' pool electrical junction boxes sprayed for wasps – 7/13
- Founders' pool lights short problem – 7/13
- VMP ant treatment – 7/14

Streets

- Roger Hanks ROW mowed – 7/7, 7/15, 7/28-7/29
- Sportsplex ROW mowed – 7/7
- Roger Hanks roadkill call out – 7/7
- Rob Shelton ROW mowed – 7/15, 7/27
- RR12 and Mercer ROW trimmed – 7/23

Facilities

- City hall mowed and trimmed – 7/1, 7/12, 7/14-7/15, 7/27
- City hall water run – 7/2, 7/7, 7/12

- DSRP Shop electrical repaired – 7/6
- City hall chamber light bulbs replaced – 7/6
- City hall light fixtures cleaned – 7/6
- City hall rug reglued – 7/6
- Stephenson Bldg. mowed and trimmed - 7/7, 7/12, 7/22
- Ranch House water run – 7/7, 7/16
- City Hall building dept. shelf installed – 7/8, 7/13
- City hall sandbags removed – 7/8
- Stephenson bldg. fallen tree removed – 7/12
- Chamber/VB ramp repaired – 7/13

Equipment/Vehicles

- X-mark mower tire repaired – 7/1
- X-mark mower blades replaced – 7/1
- 72" Ferris mower pm'd – 7/1
- MD003 pm'd – 7/2, 7/6, 7/9, 7/30
- MD004 pm'd – 7/2, 7/9
- Dump trailer inspected – 7/8
- 18' Utility trailer inspected – 7/8
- AD001 inspector – 7/8
- Bleacher trailers inspected – 7/8
- X-mark mower trailer pm'd – 7/8
- MD005 hail damage repaired – 7/13
- DSRP skid steer sweeper attachment hydraulic hoses repaired – 7/20-7/21

Other

- SRP meter reading to finance 7/21
- City hall planning totes moved and stacked – 7/21
- New Facility Landscaping and Maintenance worker starts – 7/26

SRWRF

- Building trimmed – 7/27
- Building swept – 7/27
- Valve boxes trimmed and sprayed – 7/30

Project Status Report

Permits Created From 6/30/2021 to 8/1/2021
Generated 8/2/2021 3:06:26 PM

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2021-73	Closed	511 Mercer St, Dripping Springs, TX 78620	Street and ROW Maint. (Jul WO's)	No Work Orders on Project	N/A	Streets				
2021-74	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Jul WO's)	14735338	N/A	N/A	Work Planned	Completed	Jim Bass	07/30/2021
2021-75	Closed	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Jul WO's)	14802285	N/A	N/A	Work Planned	Completed	Bill Stevens	07/29/2021
2021-76	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Jul WO's)	14750083	N/A	N/A	Work Planned	New	Leonard Jones	
2021-77	Open	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Jul WO's)	14750096	N/A	Parks	Work Planned	Completed	Jim Bass	07/15/2021
				14768019	N/A	Parks	Work Planned	New	Jim Bass	
				14768021	N/A	Parks	Work Planned	New	Jim Bass	
2021-78	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Jul WO's)	No Work Orders on Project	N/A	N/A				
2021-79	Closed	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Jul WO's)	No Work Orders on Project	N/A	Parks				
2021-80	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Jul WO's)	No Work Orders on Project	N/A	N/A				Item 18.

2021-81	Open	511 Mercer St., Fleet and Equipment, TX 78620	Fleet and Equipment (Jul WO's)	14810023	N/A	N/A	Work Planned	New	Sonny Garza	
				14810044	N/A	N/A	Work Planned	New	Sonny Garza	
				14810050	N/A	N/A	Work Planned	New	Sonny Garza	
				14810051	N/A	N/A	Work Planned	New	Sonny Garza	
				14810062	N/A	N/A	Work Planned	New	Sonny Garza	
2021-82	Closed	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Jul WO's)	No Work Orders on Project	N/A	Parks				
2021-83	Open	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Jul WO's)	14803429	N/A	N/A	Work Planned	New	Johnathon Hill	
				14802299	N/A	N/A	Work Planned	Completed	Johnathon Hill	07/29/2021

TO: CITY OF DRIPPING SPRINGS
 FROM: Kim Fernea
 RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT
 DATE: August 11, 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 July 2021.

The Committee convened at City Hall on July 28th, our first in-person meeting since the onset of COVID.

Agenda:

- **Call to Order**
- **New Committee Member introduction:**
 - Tiffany Duncan, Chief Human Resource Officer for Dripping Springs Independent School District, has been appointed by Council to the Committee. She has been with the district for 8 years. The Committee feels having a voice to represent DSISD is critical to our work. We are excited to benefit from her insight and participation.
- **Business Agenda**
 - Driftwood Golf and Ranch Club Update, *David Rhoades, President Driftwood Golf and Ranch Club*
 The Committee benefited from receiving an update on the Driftwood Golf and Ranch Club. Some highlights include:
 - Community is slotted to provide 315 lots.
 - 65-70% will be primary residents
 - 60-65% are from Texas, with 85% from Austin
 - Major demographic for residents is 45ish with young children
 - The Community is providing the City with 25 million gallon storage for treated gray water
 - Using treated effluent to water the course
 - Installing 7 miles of waste water lines to connect with the Treatment Facility [and necessary lift station(s)]
 - Will also require rain water harvesting
 - Bill LeClerc joined the Committee to share a concept he is considering bringing to Hays County
- **Reports**
 - City Council Monthly Report – *Mayor Pro Tem Taline Manassian*
 - (1) We have been in multiple budget presentations as we work towards a budget to be approved in August or September.
 - (2) In June, we approved a conditional use permit for a mobile food vendor and a bar on Old Fitzhugh, specifically for the Dog n Bone, which has taken an old building and revitalized it in keeping with the historic appearance.
 - (3) In June, we accepted an annexation petition for a portion of the Cannon Tract (about 100 acres) being developed by Ashton Woods and then we approved the project as a whole, including rezoning, an offsite road agreement, and agreements for water and wastewater.
 - (4) We approved a CUP for construction of an accessory dwelling unit on Ramirez Lane, which is the subject of the Home in a Month project by Hometown Missions.

- (5) We approved various appointments to boards and commissions, including app of Sherrie Parks to the Greater San Marcos Partnership Board of Directors to represent the city.
- (6) Also in the pipeline, at P&Z last night, they recommended approval of Wild Ridge development (960 units on 283 acres) and got a preview of the Anarene/Double L development (about 2500 units, including 250 for senior living on 1677 acres), which will likely go back to P&Z for action in the near future.

Committee members present: Melanie Fenelon, Whit Hanks, Susan Kimball, Andrea Nicholas, Patrick Rose, Keenan Smith, Tiffany Duncan, Council Member April Harris-Allison, Council Member Taline Manassian, Kim Fernea

Chamber members present: Denise Schroeder and Gigi McClaskey

City representatives present: Mayor Bill Foulds, Michelle Fischer

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 Borcharding, 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 b 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