



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, January 04, 2022 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
Public Works Director Aaron Reed
Communications & Marketing Director Lisa Sullivan
Emergency Management Coordinator Roman Baligad
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Planning Assistant Warlan Rivera

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

CONSENT AGENDA

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

- 1. Approval of the December 21, 2021, City Council regular meeting minutes.**
- 2. Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Golf and Ranch Club Subdivision Phase 3 water and wastewater. Applicant: David Rhoades, Driftwood Golf and Ranch Club**
- 3. Approval of an Interlocal Agreement with the Emergency Services Districts and Hays County law enforcement agencies for use of City fuel station at the Dripping Springs Ranch Park and providing for reimbursement for fuel. Sponsor: Councilmember Allison.**

MORATORIUM WAIVERS

- 4. Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Julep Commercial Development. Applicant: Aaron Googins**
 - a. Presentation
 - b. Staff Report
 - c. Waiver Application
- 5. Discuss and consider approval of a Waiver Application from the temporary development moratorium for the 5307 Bell Springs Commercial Development. Applicant: Travis Flake**
 - a. Presentation
 - b. Staff Report
 - c. Waiver Application

BUSINESS AGENDA

- 6. Discuss and consider approval of a Resolution adopting an Amended 1445 Agreement with Hays County as it relates to subdivision and platting in the extraterritorial jurisdiction of the City of Dripping Springs in Hays County, Texas. Sponsor: Mayor Foulds, Jr.**
- 7. Discuss and consider approval of Amendments to the Wastewater Service & Fee Agreement between the City of Dripping Springs and DS Joint Venture, LP related to changes to planning and wastewater due dates. Applicant: Kim Nettles, DS Joint Venture, LP**

- 8. Discuss and consider approval of City of Dripping Springs 2021 Pandemic Influenza Plan for city staff. Sponsor: Councilmember Allison.**

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.

- 9. Transportation Committee Report**
Travis Crow, Committee Chair
- 10. Economic Development Committee Report**
Kim Fernea, Committee Chair
- 11. Moratorium Report**
Laura Mueller, City Attorney
- 12. Emergency Management Commission Report**
Roman Baligad, Emergency Management Coordinator
- 13. Mercer Street Improvements Report**
Aaron Reed, Public Works Director

EXECUTIVE SESSION AGENDA

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

- 14. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. 551.071, Consultation with City Attorney**
- 15. Consultation with City Attorney regarding legal issues related to an Amended Interlocal Agreement with Hays County as it relates to subdivision review in the extraterritorial jurisdiction. 551.071, Consultation with Attorney**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

January 11, 2022, at 5:00 p.m. (Waivers)
January 18, 2022, 6:00 p.m. (CC)
January 25, 2022, at 5:00 p.m. (Waivers)
February 1, 2022, at 6:00 p.m. (CC & BOA))
February 8, 2022, 5:00 p.m. (Waivers)

February 15, 2022, at 6:00 p.m. (CC)
February 22, 2022, at 5:00 p.m. (Waivers)

Board, Commission & Committee Meetings

January 5, 2022, Dripping Springs Ranch Park Board at 12:00 p.m.
January 10, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
January 10, 2022, Founders Day Commission at 6:30 p.m.
January 11, 2022, Planning & Zoning Commission at 6:00 p.m.
January 12, 2022, Utility Commission at 4:00 p.m.
January 13, 2022, 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 **December 30, 2021, at 1:00 p.m.***

City Secretary

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



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, December 21, 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 & Marketing Director Lisa Sullivan
 Planning Director Howard Koontz
 Senior Planner Tory Carpenter
 Planning Assistant Warlan Rivera
 Public Works Director Aaron Reed
 Planning & Zoning Commission Chair Mim James
 TIRZ No. 1 & No. 2 Board Chair Dave Edwards
 TIRZ Project Manager Keenan Smith

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manassian led the 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.

No one spoke during Presentation of Citizens.

PRESENTATIONS

1. TIRZ Priority Projects Presentation. Keenan Smith, TIRZ Project Manager.

Dave Edwards introduced the item.

Keenan Smith gave a presentation which is on file.

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.

Mayor Foulds, Jr. noted that Item 7 should regard the November 2021 report which is attached to the agenda packet.

- 2. Approval of the December 7, 2021, City Council regular meeting minutes.**
- 3. Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Caliterra Phase 4 Section 11 Wastewater Improvements and Releasing a Construction Bond.**

Filed as Resolution No. 2021-R42

- 4. Approval of a Commercial Lease Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for property located at 511 Mercer Street, Dripping Springs, Texas, and commonly known as Dear Hall. Sponsor: Mayor Pro Tem Manassian.**
- 5. Approval of a Commercial Lease Agreement between the City of Dripping Springs and the Dripping Springs Chamber of Commerce for property located at 511 Mercer Street, Dripping Springs, Texas, and commonly known as Dear Hall. Sponsor: Mayor Pro Tem Manassian.**

6. **Approval of assignment of various CMA Engineering Contracts to Burgess & Niple with current engineer Robby Callegari, P.E.**
7. **Approval of the September 2021 City Treasurer's Report.**
8. **Approval of Amendments to Task Order No. 1 regarding the East Interceptor and Task Order No. 2 regarding the West Interceptor and the related Professional Services Agreement between the City of Dripping Springs and HDR Engineering, Inc. Sponsor: Mayor Bill Foulds, Jr.**

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 1 – 8 with corrected minutes as presented. Council Member Parks seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

9. **Public hearing and consideration of approval of an Ordinance regarding ZA2021-0005: an application to consider a proposed zoning map amendment from Single Family- Low Density (SF-1) to Manufactured Home (MH) for approximately 2.279 acres out of the Phillip A. Smith Survey located at 910 Creek Road. Applicant: Jon Thompson**

a. Presentation – Jon Thompson presented the item. Property owners Michael and Sumer Scott spoke regarding the item.

b. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the zoning amendment.

c. Planning & Zoning Commission Report – Chair James presented the report. The Commission recommended approval 6 to 0.

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

e. Ordinance – A motion was made by Council Member King to approve ZA2021-0005: an application to consider a proposed zoning map amendment from Single Family- Low Density (SF-1) to Manufactured Home (MH) for approximately 2.279 acres out of the Phillip A. Smith Survey located at 910 Creek Road. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-50

10. **Public hearing and consideration of approval of an Ordinance regarding ZA2021-0010: an application to consider a proposed zoning map amendment from Manufactured Home (MH) to General Retail (GR) for an approximately 1.44 acres consisting of lots 1, 2, 3, 26, 27, and 28, block C out of the North Forty Section 2 subdivision located at the intersection of Ranch Road 12 and Timberline Drive. Applicant: Gilbert J. Guerra, P.E., Rio Delta Engineering.**

a. Presentation – Gilbert Guerra was present and available for questions from the City Council.

b. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the zoning amendment.

c. Planning & Zoning Commission Report – Chair James presented the report. The Commission recommended approval 4 to 0.

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

e. Ordinance – A motion was made by Council Member Tahuahua to approve ZA2021-0010: an application to consider a proposed zoning map amendment from Manufactured Home (MH) to General Retail (GR) for an approximately 1.44 acres consisting of lots 1, 2, 3, 26, 27, and 28, block C out of the North Forty Section 2 subdivision located at the intersection of Ranch Road 12 and Timberline Drive. Council Member Parks seconded the motion which carried 3 to 2, with Mayor Pro Tem Manassian and Council Member King opposed.

Filed as Ordinance No. 2021-51

- 11. Public hearing and consideration of approval of an Ordinance regarding ZA2021-0009: an application for an amendment to the Shops at Highpointe Conditional Overlay for an approximately 10.0 acres of land out of tract A of the Sawyer Springs Subdivision located at the corner of US 290 and Sawyer Ranch Road. Applicant: JD Dudley, QuikTrip Corporation.**

The applicant withdrew their application for amendment to the Shops at Highpointe Conditional Overlay. Mayor Foulds, Jr. held the Public Hearing to which no one spoke, and no action was taken.

- a. Presentation**
- b. Staff Report**
- c. Planning & Zoning Commission Report**
- d. Public Hearing**
- e. Ordinance**

- 12. Discuss and consider approval of an Ordinance amending the City of Dripping Springs Fee Schedule to include Water Meter and Inspection Fees.**

Aaron Reed 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 City of Dripping Springs Fee Schedule to include Water Meter and Inspection Fees. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-52

- 13. Discuss and consider an ordinance amending Article 2.04 of the Dripping Springs Code of Ordinances as it relates to the Emergency Management Commission meetings and authority. Sponsor: Councilmember Harris-Allison.**

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

A motion was made by Council Member Harris-Allison to approve an ordinance amending Article 2.04 of the Dripping Springs Code of Ordinances as it relates to the Emergency Management Commission meetings and authority. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-53

- 14. Discuss and consider approval of the Appointment of Bonnie Humphrey, Bill Little, Gordon DeWitte and Russell Paxton to the Emergency Management Commission for terms ending January 1, 2024; and Appointment of a Chair and Vice Chair to serve for a term concurrent with their respective seat expiration.**

No action was taken on this item.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney and regarding Executive Session Agenda Items 18 – 20. Council Member King seconded the motion which carried unanimously 5 to 0.

- 18. Consultation with City Attorney regarding to legal issues related to the extension of benefits under current agreements with the Visitors Bureau. 551.071, Consultation with Attorney**
- 19. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. 551.071, Consultation with City Attorney**
- 20. Consultation with City Attorney on legal issues related to an Amended Interlocal Agreement with Hays County as it relates to subdivision review in the extraterritorial jurisdiction. 551.071, Consultation with Attorney**

The City Council met in Executive Session from 7:25 p.m. – 8:05 p.m.

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

OPEN SESSION

- 15. Discuss and consider possible action regarding a Request for Resolution and Agreement related to extension of health benefits to the Dripping Springs Visitors Bureau under current City contract with Texas Municipal League Health Benefits Pool.**

A motion was made by Mayor Pro Tem Manassian to authorize staff to prepare a resolution and agreement for City Council consideration related to the extension of health benefits to the Dripping Springs Visitors Bureau under current City contract with Texas Municipal League Health Benefits Pool. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

REPORTS

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

Reports are on file and available for review upon request.

16. Parks & Community Services November 2021 Director's Report

Kelly Schmidt, PCS Director

17. Planning Report: Moratorium

EXECUTIVE SESSION AGENDA

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18. Consultation with City Attorney regarding to legal issues related to the extension of benefits under current agreements with the Visitors Bureau. 551.071, Consultation with Attorney

19. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. 551.071, Consultation with City Attorney

20. Consultation with City Attorney on legal issues related to an Amended Interlocal Agreement with Hays County as it relates to subdivision review in the extraterritorial jurisdiction. 551.071, Consultation with Attorney

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

UPCOMING MEETINGS

City Council & Board of Adjustment Meeting

December 28, 2021, at 5:00 p.m. (Exceptions & Waivers)

January 4, 2022, at 6:00 p.m. (CC & BOA)

January 11, 2022, at 5:00 p.m. (Exceptions & Waivers)

January 18, 2022, at 6:00 p.m. (CC)

January 25, 2022, at 5:00 p.m. (Exceptions & Waivers)

Board, Commission & Committee Meetings

December 28, 2021, Planning & Zoning Commission at 6:30 p.m.

January 3, 2022, Parks & Recreation Commission at 6:00 pm.

January 5, 2022, Dripping Springs Ranch Park Board at 12:00 p.m.

January 6, 2022, Historic Preservation Commission at 4:00 p.m.

January 10, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

January 10, 2022, Founders Day Commission at 6:30 p.m.
January 12, 2022, Utility Commission at 4:00 p.m.

ADJOURN

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

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

APPROVED ON: January 4, 2022

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: January 4, 2022

Agenda Item Wording: **Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Golf and Ranch Club Subdivision Phase 3 water and wastewater.**

Agenda Item Requestor: David Rhoades, Driftwood Golf and Ranch Club

Summary/Background: The Driftwood Golf and Ranch Club Phase 3 has construction plans and an Engineer’s cost estimate for construction of all public improvements. Fiscal surety is being posted to the City in the form of a construction bond in the amount of the cost of the water and wastewater infrastructure to be owned and operated by the City. All other public improvements are to be covered in a construction bond to Hays County.

**Commission
Recommendations:**

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

Attachments: Bond. Bond Checklist. Resolution. Staff Report.

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

RESOLUTION NO. _____

**APPROVING CONSTRUCTION BOND FOR
DRIFTWOOD GOLF AND RANCH CLUB SUBDIVISION PHASE 3**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR DRIFTWOOD GOLF AND RANCH CLUB SUBDIVISION PHASE 3 WATER AND WASTEWATER; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, An engineering estimate for the City of Dripping Springs (“City”) water and wastewater (“Work”) for Driftwood Golf and Ranch Club Subdivision Phase 3 has been met with a bond (“Bond”) by US Specialty Insurance Company (“Surety”) to begin such Work; and

WHEREAS, City staff has reviewed the attached Bond and found it acceptable and in compliance with the City’s code; and

WHEREAS, the City Council of the City of Dripping Springs (“Council”) deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and

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

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of water and wastewater of Driftwood Golf and Ranch Club Subdivision Phase 3, Bond number 1001136083 in the sum of \$359,123.75 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that

public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

APPROVED this, the [redacted] day of January, 2022 by a vote of ____ (ayes), ____ (nays), and ____ (abstentions) of the City of Dripping Springs City Council.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(INSERT BOND)

Bond Number: 1001136083
Initial Premium: \$5,387

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Driftwood Golf and Ranch Club _____ as Principal, and
US Specialty Insurance Company _____,
a corporation organized and existing under the laws of the State of Texas _____ and authorized to
transact a general surety business in the State of Texas _____, as Surety, are held and firmly bound
unto _____
City of Dripping Springs, Texas _____ as Obligee, in the amount of Three Hundred Fifty-Nine
Thousand, One Hundred Twenty-Three and Seventy-Five Cents _____ Dollars
(\$ 359,123.75 _____) lawful money of the United States of America, for the payment whereof, well and truly
to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these
presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of _____ (or the City Council of the
City of Dripping Springs _____), State of Texas _____, and the Principal have entered into an agreement
whereby principal agrees to install and complete certain designated public improvements described as _____
Water and Wastewater Improvements at Driftwood Golf and Ranch Club, Phase Three _____

In Tract Number / Parcel Map No. _____

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject
improvements.

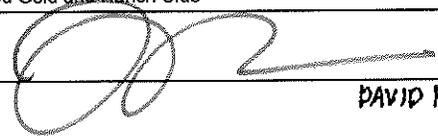
NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in
accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this 1st day of Decemeber, 2021.

Principal (s):

Driftwood Gold and Ranch Club _____

By:

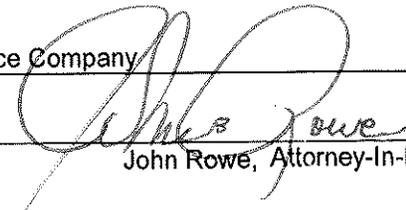


DAVID RHOADES, PRESIDENT

Surety:

US Specialty Insurance Company _____

By:



John Rowe, Attorney-In-Fact



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (***75,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or Indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

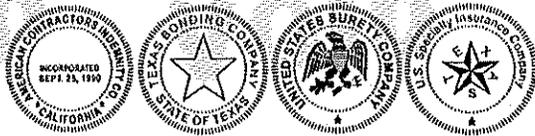
Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of DECEMBER, 2021.

Corporate Seals
Bond No. 100136083
Agency No. 16570



[Signature]
Kio Lo, Assistant Secretary



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

Submitted By: Roman Baligad, Emergency Management Coordinator

Council Meeting Date: January 04, 2022

Agenda Item Wording: **Approval of an Interlocal Agreement with the Emergency Services Districts and Hays County law enforcement agencies for use of City fuel station at the Dripping Springs Ranch Park and providing for reimbursement for fuel. Sponsor: Councilmember Allison.**

Agenda Item Requestor: Roman Baligad, Emergency Management Coordinator

Summary/Background: During significant emergency events or disasters that affect the City, it is often difficult for local emergency agencies to fuel their vehicles at the local gas stations. Either the gas stations have long lines, the power is out, or they run out of fuel. This agreement will allow local emergency agencies access to the City's 500 gallon diesel and unleaded fuel tanks at Ranch Park alleviating the need to rely on local gas stations in an emergency. This agreement does provide that these entities will reimburse the City for any use of fuel.

Commission Recommendations: Approval of the agreement.

Recommended Council Actions: City staff recommends approval of the agreement.

Attachments: Agreement. Staff Report.

Next Steps/Schedule: The entities have reviewed the agreement. If approved, the agreement will be provided to City Staff including the finance department to ensure that it is implemented and to the entities for execution.

INTERLOCAL AGREEMENT FOR USE OF CITY FUEL TANKS

Subject to enactment by the mayor of Dripping Springs, Texas (the “Mayor”), this Interlocal Agreement related to the use of fuel tanks at Ranch Park (the “Agreement”) is made and entered into between North Hays County Emergency Services District Number 1 (“ESD 1”), a political subdivision of the State of Texas organized and operating pursuant to Chapter 775 of the Health and Safety Code; Hays County Emergency Services District Number 6 (“ESD 6”), and Hays County Constable Precinct 4 (“Precinct 4”), all political subdivisions of the State of Texas, and the City of Dripping Springs, Texas (the “City”), a Texas general-law municipal corporation situated within Hays County, Texas. , . ESD 1, ESD 6, Precinct 4 (together, the “Emergency Service Providers”), and City may be referred to, collectively, as “the Parties” or “the Parties to this Agreement.”

RECITALS

WHEREAS, the City desires to provide adequate emergency response services within its service area; and,

WHEREAS, the City finds that the public interest is benefitted if the Emergency Service Providers are authorized to access the City’s fuel tanks, as described herein, especially in the case of disaster response; and

WHEREAS, the City owns fuel tanks in Dripping Springs Ranch Park with physical address at 1042 Event Center Dr., Dripping Springs, Texas 78620 (the “Park”), that are available to provide fuel to the Parties; and

WHEREAS, the Emergency Service Providers are eligible entities under the Agreement and each desires to contract with the City on the terms described herein; and

WHEREAS, in accordance with the Agreement, the Parties recognize that any payments for the performance of governmental functions or services are from available current revenues, and

WHEREAS, the Parties agree that each Emergency Service Provider will pay the market price for all fuel obtained from the City’s fuel tanks;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and obligations of the Parties in this Agreement, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions under which the City shall provide access to the fuel tanks at the Dripping Springs Ranch Park and provide fuel to the Emergency Service Providers at a market rate, year-round, on a 24-hour-a-day basis.

**ARTICLE 2
OBLIGATIONS AND FUNDING FROM THE CITY**

- 2.1 The City does not warrant the suitability, functioning, or availability of the fuel tanks at all times.
- 2.2 The City shall use best efforts to maintain the fuel tanks and necessary equipment in a manner that allows use by all Parties. The City shall promptly notify each Emergency Service Provider if an issue arises with the usability of the fuel tanks and the fuel.
- 2.3 In the event the City’s Mayor enacts this Agreement, the fuel tanks shall be open to the Emergency Service Providers at all times unless there is an issue with function of the fuel tanks, availability of fuel, or access to the Ranch Park.
- 2.4 The City shall pay all costs to operate the fuel tanks from current revenues then available to the City. The City will update the fuel costs to the Emergency Service Providers each month and shall provide the cost sheet monthly to each Emergency Service Provider.
- 2.5 The City shall mutually, alongside the Emergency Service Providers, cooperate with the process of seeking any direct services or reimbursement warranted from the Federal Emergency Management Agency of the United States (“FEMA”) and the State of Texas and State agencies where fuel use is related to a declared state of disaster.
- 2.6 The City shall maintain records to show the amount of fuel available, the cost of fuel, and all items related to use and maintenance of the fuel tanks.
- 2.7 To the extent applicable to the service, the City shall cooperate jointly with the Emergency Service Providers in good faith to provide records satisfactory to the Federal and State governments.
- 2.8 The City shall provide the minimal level of genuine liability coverage as required by State law and to name the Emergency Service Providers as additional named insureds for the purpose of this Agreement.

- 2.9 In the event of any cause of action or claim asserted against either the City or the Emergency Service Providers, the City shall provide the other Party prompt notice of such claim, dispute, or notice.
- 2.10 Thereafter, to the extent allowed by law, the City shall at its own expense, faithfully and completely defend and protect itself against any and all liabilities arising from this claim, cause of action, or notice.

ARTICLE 3
OBLIGATIONS OF THE EMERGENCY SERVICE PROVIDERS

- 3.1 The Emergency Service Providers shall pay the market rate of the fuel measured at the time the fuel is dispensed. The market rate shall be the amount of the cost of the fuel to the City, plus ten percent for maintenance costs of the fuel tanks. Payment shall be made within thirty (30) days of receipt of an invoice from the City.
- 3.2 The intent of this Agreement is to provide a place for emergency vehicles to fuel at a reasonable cost, including fire equipment, constable vehicles, and emergency medical vehicles at all times including when a disaster or other emergency prevents the obtaining of fuel from other locations.
- 3.3 The Emergency Service Providers agree to mutually, alongside the City, cooperate with the process of seeking any direct services or reimbursement warranted from FEMA and the State of Texas and State agencies.
- 3.4 The Emergency Service Providers shall provide a contact person for all communications to the City in writing prior to using the fuel tanks. The Emergency Service Providers agree that they are knowledgeable in the use of the fuel tanks or shall seek out training from the City prior to use of the fuel tanks.
- 3.5 To the extent application to the service, the Emergency Service Providers shall cooperate jointly with the City in good faith to provide records satisfactory to the Federal and State governments.
- 3.6 In the event of any cause of action or claim asserted against an Emergency Service Provider relating to or arising out of this Agreement, the Party shall provide the other Parties prompt notice of such claim, dispute, or notice.
- 3.7 Thereafter, to the extent allowed by law, the Emergency Service Provider shall at its own expense, faithfully and completely defend and protect itself against any and all liabilities arising from this claim, cause of action, or notice.

Pursuant to §791.011(d)(3) of the Texas Government Code, the Parties agree that the funds being committed by all Parties under this Agreement shall be paid from current revenues available to all Parties, respectively.

**ARTICLE 4
TERM AND TIME OF PERFORMANCE**

The effective date of this Agreement shall be the date last executed by the Parties, below (the "Effective Date"). This Agreement may be terminated at any time with thirty (30) days written notice to the other Parties.

**ARTICLE 5
SUCCESSORS AND ASSIGNS**

The Parties, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. No Party shall assign any interest in this Agreement without obtaining the prior written consent of all Parties, which shall not be unreasonably withheld.

**ARTICLE 6
NOTICE**

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to this Agreement shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the Parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the ESD 1:

If to the City:

North Hays County Emergency Services District No. 1
111 EMS Drive
Attn: _____, President
Dripping Springs, TX 78620
Telephone: (512) 829-4356

City of Dripping Springs

Copy to: John J. Carlton
The Carlton Law Firm, P.L.L.C.
4301 Westbank Drive, Suite B-130
Austin, Texas 78746

Telephone: (512) 614-0901
Fax: (512) 900-2855
Email: john@carltonlawaustin.com

Attn: Emergency Management
Coordinator
P.O. Box 384
Dripping Springs, Texas 78620

If to the ESD 6:

If to the Hays County Constable,
Precinct 4:

**ARTICLE 7
MISCELLANEOUS**

7.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the Emergency Service Providers and the City with regard to the use of fuel tanks at Ranch Park and supersedes all prior negotiations, representations or agreements regarding the use of fuel tanks at Ranch Park, either written or oral.

7.2 Lawful Authority. The execution and performance of this Agreement by the Emergency Service Providers and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Emergency Service Providers and the City in accordance with its terms.

7.3 Amendments. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the Effective Date, and duly executed by the Parties hereto.

7.4 Indemnification. It is understood and agreed between the Parties that the Parties, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE PARTIES ASSUME NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

7.5 Construction. The captions and headings contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. Should any provision in this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

7.6 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the Parties have no legal right to contract. In such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements law, ordinance or administrative, executive, or judicial regulation, order or decree, or amendment thereof.

7.7 No Waiver. Waiver of any breach of any provision of this Agreement by the Parties shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.8 Public Information Act. All Parties are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

7.9 Additional Documents. The Parties covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.10 Compliance with Laws. In performing this Agreement, the City will comply with all local, state and federal laws.

7.11 Counterparts. This Agreement may be executed by the Parties in multiple originals or counterparts and each counterpart shall have the full force and effect of the entire Agreement.

7.12 Right to Audit. The Parties shall, upon five days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, records of expenditures, and other relevant data related to this Agreement. Unless otherwise requested by City, a Party's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday.

7.13 Term and Termination: This Agreement shall be in effect for two years from the Effective Date and shall automatically be renewed for periods of one year. Any Party may terminate this agreement by giving thirty (30) days' written notice to the other party.

7.14 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7.15 Venue: Venue over any dispute arising from this Agreement shall be in Hays County, Texas.

(ACKNOWLEDGMENTS ON THE FOLLOWING PAGE)

This Agreement is hereby EXECUTED on this _____ day of January, 2022

ESD 1:

By: _____ Date: _____

ATTEST:

_____ Date: _____

The City of Dripping Springs:

By: _____ Date: _____

Bill Foulds
Mayor, City of Dripping Springs

ATTEST:

_____ Date: _____

Andrea Cunningham
City Secretary, City of Dripping Springs

ESD 1:

By: _____

Date: _____

ATTEST:

Date: _____

ESD 6:

By: _____

Date: _____

ATTEST:

Date: _____

DRAFT

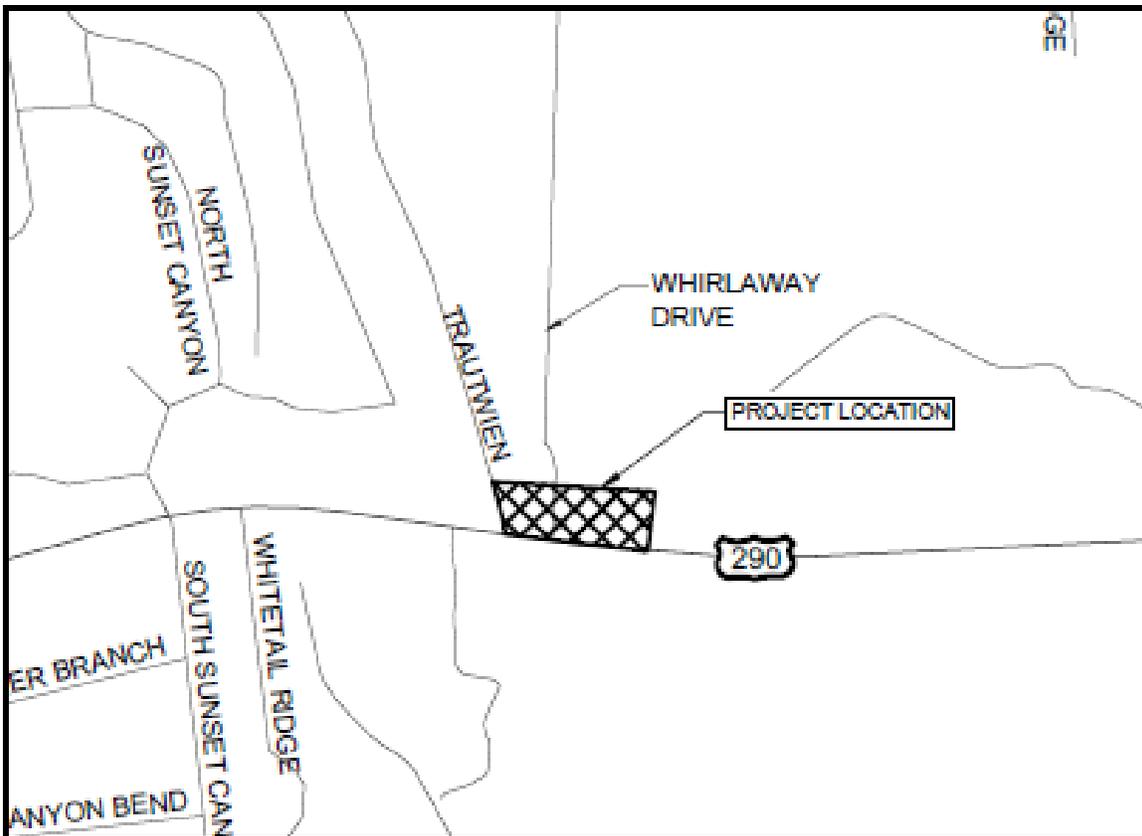


City Council Planning Department Staff Report

City Council Meeting: January 4, 2022
Project No: MORW2021-003
Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

Project Name: Julep Commercial Park
Property Location: Northeast Corner of W US 290 & Trautwein Rd
Legal Description: 11.27 acres out of the E.B. Hargraves Survey
Applicant: Aaron Googins
Property Owners: Kelly Gray Investments, LLC, C/O Aaron Googins
Request: A waiver from the temporary development moratorium.



Development Proposal

This request is associated with a site development application for the Julep Commercial Park in the ETJ. The project consists of nine buildings which include retail, office/warehouse, and commercial uses. These uses would be served by on-site septic and would not impact the City wastewater system.

Request Overview

While the applicant originally applied for the site development permit in September 2020, the application was deemed incomplete and was not filed. The applicant reapplied on December 13, 2021

The applicant requested an administrative exception to the temporary development moratorium. Given that no commercial use was established on the property, the proposed development was determined to be a “change in use” and staff denied the exception request Staff directed the applicant to apply for a waiver.

Staff Analysis

Moratorium Ordinance: Section 8 Art. B

Waivers. Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners’ sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

Wastewater:

This development will be served by on-site septic systems and will not impact the City wastewater system.

Land Use:

The majority of the site fronts onto US 290 at the entrance to the Polo Club subdivision. While staff does not know the ultimate outcome of this area in the comprehensive planning process, it can be assumed that commercial uses would be preferred along this area of US 290.

Council Action

City Council is tasked with approval or denial of the waiver. Any denial will stand until the moratorium is lifted unless there is a substantial change to the project.

Attachments

Exhibit 1: Waiver Request

Exhibit 2: Site Plan

Exhibit 3: Moratorium Ordinance

Recommended Action:	Staff recommends approval of the waiver from the temporary development moratorium because the project will have no impact on the City’s wastewater system and a commercial use is compatible with the general area.
Alternatives/Options:	Deny of the waiver
Budget/Financial Impact:	N/A
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A



City of Dripping Springs MORATORIUM WAIVER APPLICATION

Official Use Only:
Project # MOR
Date Received Dec. 27

Property/Site Address or Legal Description: 2.953 Acres of land out of the E.B. Hargraves Survey, Abstract No. 240 in Hays County, Texas, being all that certain tract of land as conveyed to Rooster Springs, LP by Deed recorded in volume 1406 Page 437 of the official public records of Hays County, Texas, and

7.155 Acres of land out of the E.B. Hargraves Survey, Abstract No. 240 in Hays County, Texas, being all that certain tract of land as conveyed to Rooster Springs, LP by Deed recorded in volume 1406 Page 437 of the official public records of Hays County, Texas.

Hays CAD Property ID (R #): 15383, 120004

Owner Name: Kelly Gray Investments, LLC c/o Aaron Googins Phone #: 512-809-5118

Owner Email: aarongoogins@outlook.com

Authorized Agent: Dan Brown, P.E. Phone #: 512-899-0601

Agent Email: danb@malonewheeler.com, Cc: anthonyv@malonewheeler.com

BASIS FOR WAIVER:

This project's application was submitted to the City on 09/08/21, prior to the enactment of the moratorium. Fees to the City were paid at that time. This project will have no impact on th City's wastewater system because the site will have an OSSF. Water will be provided to the site by WTCPUA. The SER was approved in September and associated fees have been paid. Applications to other regulatory agencies were also submitted and are either approved or under review.

Additional Information / Submittal Requirements:

This request should be submitted simultaneously with any other permit application including: (1) site development; (2) plat; (3) replat; (4) zoning application including Planned Development District; (5) application for Development Agreement; (6) Building Permit application; (7) Wastewater application; and (8) other land use applications. Waivers will be reviewed by City Council within 10 days of the City receiving: (1) this application; (2) the application for the underlying permit; and (3) all documentation related to the basis for the waiver (for example an agreement to fund and construct wastewater infrastructure). A letter on the status of this waiver will be provided to the applicant after the City Council makes a decision on the request. If denied, a waiver may not be reapplied for unless the waiver request or project substantially changes. Prior to applying for a waiver, it is recommended that you review with staff whether you will be eligible for an exception rather than a waiver.

Applicant Signature

Aaron Googins
Print Name

12-27-21
Date

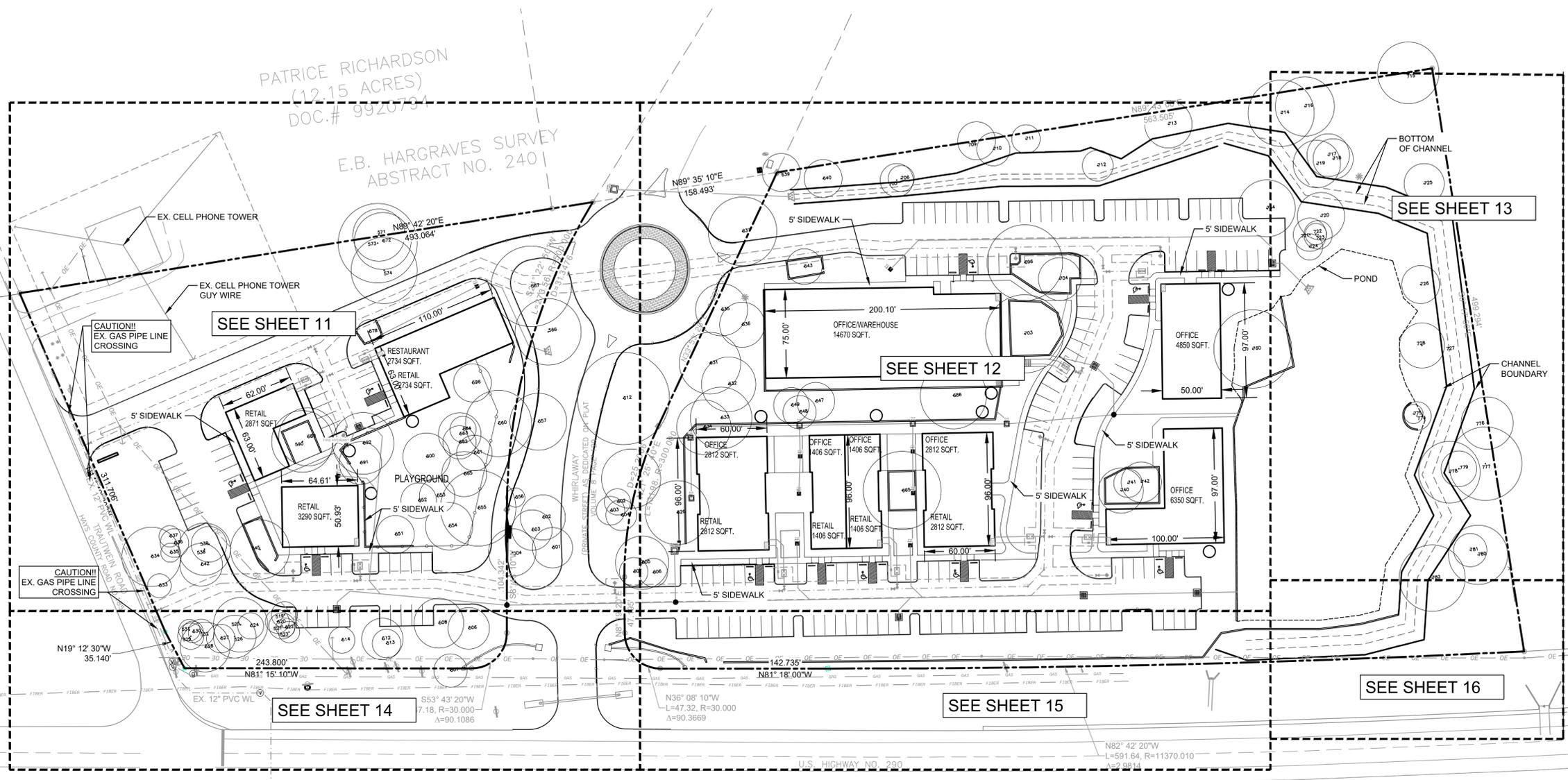
OFFICIAL USE ONLY:
Date all necessary documentation received: _____ Approved: _____ Denied: _____ Date: _____
By: _____ 11/2021



0 50'
SCALE: 1" = 50'

LEGEND

- PROP. ROW
- PROP. FACE OF CURB
- PROP. CATCH CURB
- PROP. CENTER LINE
- PROP. SIDEWALK
- ▲ PROP. CURB RAMP
- PROP. PROPERTY LINE
- PROP. BUILDING SETBACK
- PROP. DRAINAGE EASEMENT
- PROP. PUBLIC UTILITY EASEMENT
- PROP. METAL FENCE
- PROP. RETAINING WALL
- PROP. GRATE INLET
- PROP. STORM LINE
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. ADA ROUTE
- EXIST. WATER LINE
- EXIST. WASTEWATER LINE
- EXIST. STORM LINE
- EXIST. GAS LINE
- RAIN WATER HARVESTING CISTERNS
- TREE TO REMAIN



JULEP COMMERCIAL PARK
 W US 290 AUSTIN, TEXAS 78737

OVERALL SITEPLAN

MALONE WHEELER
 INC. SINCE 1975

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT
 5113 Southwest Pkwy, Suite 260
 Austin, Texas 78735
 Phone: (512) 899-0601 Fax: (512) 899-0655
 Firm Registration No. F-786



DESIGN BY: AV,J,M,V
 CHECKED BY: AV,MV
 APPROVED BY: DB
 DATE: 9/7/2021

SHEET 10
OF 42

NOTES:

1. ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB, UNLESS OTHERWISE NOTED.
2. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP. [ANSI 403.3]
3. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50. [ANSI 403.3]
4. SEE OWNER'S GEOTECHNICAL REPORT FOR PAVEMENT REQUIREMENTS.
5. ALL CURB SHALL BE STANDARD 6" SPILL CURB UNLESS MARKED OTHERWISE.



DRIPPING SPRINGS
Texas

December 22, 2021

RE Application for Exception
 Project Name: Julep Site Commercial Park
 Name of Applicant: Aaron Googins
 Address of Project: NW Corner of W US 290 & Trautwein Rd

Via E-mail: aarongoogins@outlook.com

Dear Mr. Googins:

The City of Dripping Springs has enacted a moratorium, initially for a period of 90 days. As part of enactment of this ordinance, the City provided an administrative exception process as it relates to previously approved plats and other development projects.

Staff received an exception request from you, dated December 20, 2021. It is denied for an administrative exception, because the project is considered a "change of use".

The city also accepts waiver requests which are heard and administered by the City Council. You may, at your discretion, apply for such a waiver which will be decided by the Dripping Springs City Council within 10 days of its receipt by city staff. Please note that denial of this exception request does not suggest a staff recommendation of denial of the waiver request, as the two processes are separate, and the criteria for approval are distinct.

For more information related to the city's moratorium, please visit www.cityofdrippingsprings.com/moratorium or email moratorium@cityofdrippingsprings.com.

Sincerely,

Howard Koontz
 Planning Director
 City of Dripping Springs

cc: Ginger Faught, Deputy City Administrator, City of Dripping Springs
 Sarah Cole, Building Official, City of Dripping Springs

Open spaces, friendly faces.

CITY OF DRIPPING SPRINGS

ORDINANCE 2021-

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, (“CITY”) ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FOR FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION AND APPEALS, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to adopt and enact a moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, zoning, and construction on real property in the City limits and extraterritorial jurisdiction; and

WHEREAS, the City has developed a Comprehensive Plan for development within the City and desires to protect its ability to regulate development within its jurisdiction; and

WHEREAS, the City has started the process of revisiting the Comprehensive Plan and studying land use and development in the City limits and extraterritorial jurisdiction, and has issued a Request for Qualifications for a professional land planning firm to provide comprehensive plan and development code services; and

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

WHEREAS, Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner; and

WHEREAS, the City Limits and Extraterritorial Jurisdiction (ETJ) are comprised of a combination of topographical, ecological, and drainage features that create significant development challenges; and

WHEREAS, the City will change drastically if continued growth and development should occur under the City's existing Code of Ordinances and Comprehensive Plan, which no longer adequately address concerns about the effect of responsible development in the City and ETJ; and

WHEREAS, as codified in Tex. Water Code § 26.081(a), the Legislature of the State of Texas found and declared that it is necessary to the health, safety, and welfare of the people of this state to implement the state policy to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens of the state and to prevent pollution and maintain and enhance the quality of the water in the state; and

WHEREAS, the City agrees with the Legislature of the State of Texas that it is necessary to the health, safety, and welfare of the people in the City limits and the ETJ to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens in the City limits and the ETJ to prevent pollution and maintain and enhance the quality of the water in the City limits and the Extraterritorial Jurisdiction; and

WHEREAS, the City conducted an analysis to determine the adequacy of the City's current regional wastewater facilities and the need beyond the estimated capacity that is expected to result from new property development; and

WHEREAS, upon review of the analysis by the City's Wastewater Engineer and Deputy City Administrator, the City Council has made findings contained herein as **Attachment "B"** related to the inadequacy of existing essential public facilities in accordance with Section 212.135 of the Texas Local Government Code; and

WHEREAS, the City Council finds that certain essential public and private infrastructure, being wastewater facilities and improvements and transportation facilities and improvements throughout the City Limits and ETJ, are inadequate and insufficient to adequately serve new development; and

WHEREAS, relying on the analysis provided by City Staff, the outstanding permits issued by the City prior to this moratorium, and the City's impact fee analysis, the City Council makes the following findings:

1. Taking into account all wastewater that has been committed by contract, the City's wastewater facilities are at capacity; and
2. The current wastewater collection system has bottlenecks that threaten the proper operation of the City's regional wastewater system; and
3. Based on these bottlenecks and the contractual commitments that will utilize all additional capacity of the City's regional wastewater plant, there is currently no additional capacity available to commit to development of lots; and
4. This moratorium is reasonably limited to property located in the City limits and the ETJ.

WHEREAS, until actions can be taken to increase the wastewater capacity of the City of Dripping Springs, allowing for additional wastewater service connections to the Dripping Springs Wastewater Treatment Plant(s) service area will only exacerbate the situation; and

WHEREAS, the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the City Limits and ETJ will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of capacity and to secure funds to pay for such remedial measures; and

WHEREAS, additional evaluation of the existing infrastructure and development are needed to allow for growth and development within the City Limits and ETJ while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, the City desires to study and evaluate the impact of further development; the need for additional wastewater facilities; appropriate zoning districts and district regulations; appropriate land use and wastewater regulations; and issues that will affect future growth and development of the area within its jurisdiction; and

WHEREAS, the City finds this evaluation process will require community input and will take a reasonable amount of time to complete; and

WHEREAS, the City has determined that it is necessary to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances and the goals and needs of the City's residents, and to protect the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate, and revise the City's development ordinances, and to consider the impact of the ordinances upon future growth, public health and safety, development, the natural environment, and place of architectural, and ecological importance and significance

within the City Limits and ETJ, the City wishes to maintain the *status quo* by implementing a temporary moratorium, during which certain applications for development permits and/or approvals will be suspended; and

WHEREAS, the purpose of prohibiting certain applications for development permits and/or approvals during this study period includes, within limitation, preserving the *status quo* during the planning process, eliminating incentives for hurried applications, facilitating thoughtful and consistent planning, avoiding exploitation of the delays inherent in the municipal legislative process, and preventing applications from undermining the effectiveness of the revised rules by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development regulations; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission, have been published and held in accordance with applicable statutes, laws, and regulations; and

WHEREAS, based on the findings contained herein, information provided by City staff, and the evidence submitted at public hearings, the City Council has determined that existing development ordinances and regulations and other applicable laws are inadequate to prevent existing essential public facilities from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Dripping Springs; and

WHEREAS, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health or safety.

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

SECTION 2. DEFINITIONS: As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined by the City then the common meanings in accordance with ordinary usage.

A. Commercial property: means property zoned for or otherwise authorized for use other than single-family use, multifamily use, heavy industrial use, or use as a quarry.

B. Essential public facilities: means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.

C. Permit: means a license, certificate, approval, registration, consent, permit, contract or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.

D. Project: means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.

E. Property development: means the construction, reconstruction, or other alteration or improvement of residential or commercial buildings or the subdivision or replatting of a subdivision of residential or commercial property.

F. Residential property: means property zoned for or otherwise authorized for single-family or multi-family use.

SECTION 3. APPLICABILITY: The City of Dripping Springs hereby enacts this Ordinance in order to implement a temporary moratorium on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This temporary moratorium applies to all city zoning district uses within the City Limits and the ETJ.

Unless a project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits. Permits that are affected or not affected by the Moratorium are attached as **Attachment “A”**. The applicability of the moratorium to any permit not listed shall be determined based on the purpose of the moratorium and may be added to the list by the City Administrator.

SECTION 4. PURPOSE: This temporary moratorium is being enacted to maintain the *status quo*, and to:

- A. assess the short-term and long-term comprehensive plan;
- B. review the City’s policies on the acceptance of applications for municipal permits for construction or development;
- C. update the City’s permitting and planning requirements and processes for wastewater and transportation infrastructure; and
- D. obtain and review public input and expert guidance.

SECTION 5. ENACTMENT: The City of Dripping Springs hereby enacts this Ordinance implementing a temporary moratorium on the City’s acceptance, review, approval,

and issuance of permits in the City Limits and ETJ.

SECTION 6. DURATION: The initial duration of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

SECTION 7. EXTENSION: If the City determines that the initial period is insufficient for the City to fully complete its study and planning, this Ordinance may be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the City Council.

SECTION 8. EXCEPTIONS AND EXEMPTIONS:

A. Exceptions. Any property owner who believes that they fall within the below exceptions shall provide notice of the exception at time of application for any permit with the city-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Request is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

- 1. No Impact Projects.** The temporary moratorium implemented by this Ordinance does not apply to a project that does not:
 - Impact wastewater capacity
 - Require land use modifications inconsistent with the updated comprehensive planning

To make a determination of whether a project is no impact as listed, an applicant shall apply for an exception to the moratorium.

- 2. Ongoing Projects.** The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of November 18, 2021, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to November 18, 2021. New permits applied for as part of a previously approved project may proceed once an exception is applied for and approved as described herein.

3. **Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after November 18, 2019, then a new request is not required to meet this exception. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.
 4. **Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, wastewater, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.
- B. Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners' sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

SECTION 9. DETERMINATIONS & APPEALS

- A. **Exceptions.** The Planning Director or their designee shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for projects filed within thirty (30) days of the effective date of this ordinance may be filed without a corresponding permit application. Any exception application filed within this period will be decided within ten (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, project, plat, or all area covered by a particular permit or agreement.
- B. **City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. **Waivers.** The decision to approve an Exemption (as provided for above) shall rest

solely with the City Council. Any denial will stand until the moratorium is lifted unless the project requesting the waiver has a substantial change and reapplies for a waiver.

SECTION 10. REPEALER: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 11. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstances 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 12. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

SECTION 13. EFFECTIVE DATE: This Ordinance shall be effective immediately upon passage.

SECTION 14. 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 and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

READ & ACKNOWLEDGED on First Reading on the 16th day of November 2021.

READ & APPROVED on the Second Reading on the 22nd day of November 2021.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”



Permits Subject to Moratorium¹

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Plan Review Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Development Agreement Minor Modification/Amendment
- Conditional Use Permit
- Variance Application
- Wastewater Application
- Special District Agreement/Amendment
- Accessory Dwelling Unit Permit
- Swimming Pool Permit
- Mobile/Modular Home Permit

¹ Any permit subject to the Moratorium must be accompanied by an Exception or Waiver Form which can be found at www.cityofdrippingsprings.com/moratorium.

Permits not Subject to Moratorium

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- Operational Permit/Inspection Application
- On Site Sewage Facility Permit Application
- Child Care Facility Health Inspection Application
- Food Establishment Permit/Compliance Inspection
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Master Sign Plan
- License to Encroach
- Exterior Lighting Compliance Review
- Zoning Determination Letter Request
- Residential Addition Permit
- Residential Accessory Structure Permit
- Residential Demolition Permit
- Residential Swimming Pool Permit
- Commercial Demolition Permit
- Commercial Tenant Finish Out

- Asbestos Compliance Statement
- Pyrotechnics/Fireworks Application
- Certificates of Occupancy Application (Business Move In/Change of Ownership)
- Any Fire Permits

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

November 1, 2021

Laura Mueller
 City Attorney
 City of Dripping Springs

Dripping Springs, TX 78620

Re: South Regional WWTP Capacity Summary
 CMA Job Number 1431-001

Dear Mrs. Mueller:

In October 2015, the City of Dripping Springs submitted an application to the TCEQ to convert its method of treated effluent disposal from land application to discharge into waters of the State, and to expand its wastewater treatment facilities to accommodate the aggressive growth in the Greater Dripping Springs area. The permit was contested and the case was heard at the State Office of Administrative Hearings. The City prevailed and was issued the permit on May 5, 2019 (permit WQ0014488003). However, because of pending litigation, construction of the new wastewater treatment and storage facilities are being delayed.

Based on operational information, the City's operator estimates that the existing South Regional WWTP is currently at a monthly average capacity of approximately 185,000 GPD. This is based on meters measuring flows to the drip irrigation fields and to the Caliterra Effluent Holding Pond. However, please note that in the months from April through September monthly average WWTP flows surpassed 200,000 GPD based on the flow meter in the chlorine contact chamber. This is believed to be inaccurate due to excessive backwashing of the cloth filters that has now been corrected. Below is a summary of the constructed, to be constructed, and permitted capacities for the South Regional WWTP current permit WQ0014488001.

- 189,500 GPD Current Constructed Capacity (127,500 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation at Caliterra)
- 313,500 GPD Current Permitted Capacity (127,500 GPD Drip Irrigation at WWTP + 186,000 GPD Surface Irrigation at Caliterra)
- 284,000 GPD Future Permitted Capacity with Future Drip Fields Removed for WWTP and Effluent Pond Construction (98,000 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation at Caliterra)
- 160,000 GPD Currently Constructed with Future Drip Fields Removed for WWTP and Effluent Pond Construction (98,000 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation)

Laura Mueller
 City Attorney
 City of Dripping Springs
 November 1, 2021
 Page 2 of 3

- 394,000 GPD Amendment 2 (Adding 50,000 GPD Disposal Area at Carter Ranch and at 60,000 GPD at Heritage PID)

Drip irrigation disposal capacity will be reduced from 127,5000 GPD to 98,000 GPD during construction of the new discharge WWTP and 15,000,000 million gallon effluent holding pond.

Attached is a summary of the developments the City has committed to provide service to in the near future, along with a summary of permitted capacity and capacity of different construction phases. There is enough tankage in the existing WWTP to accommodate treatment capacity, however the City is limited by storage and disposal area capacity. For the purpose of this evaluation, a wastewater production estimate of 175 GPD/LUE is used. As one will see, the capacity of the existing permitted capacity will be exceeded if the total number of committed LUEs are connected before the current pending Amendment 2 to the permit is issued by the TCEQ and/or if future irrigation phases that are needed are not constructed. There are three surface irrigation phases (each 62,000 GPD) permitted at Caliterra. Only one has been constructed. The following is a clause from the City's permit WQ0014488001:

Whenever flow measurements for any domestic sewage treatment facility reach 75 percent of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90 percent of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75 percent of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

Based on the flow data collected, the City is over 90% disposal capacity, and has obtained authorization from the Commission to commence construction of the next 62,000 GPD surface irrigation phase at Caliterra (see attached approval letter). It is recommended that the approved phase be immediately constructed and that design of the final phase begin immediately followed by construction of the improvements very soon to follow.

At this time the City does not have existing disposal capacity available to provide service to any new developments. Prior to issuance and construction of Amendment No. 2 improvements by the TCEQ (adding 50,000 GPD disposal area at Carter Ranch and at 60,000 GPD at Heritage PID), the City will not have disposal capacity to provide service to any new developments past the original committed developments.

However, the City required newer developments to produce "backup plans" in the case the City exceeds its permitted and/or constructed capacities and need to be removed from the system. These include pumping and

Laura Mueller
City Attorney
City of Dripping Springs
November 1, 2021
Page 3 of 3

hauling raw sewage to other wastewater treatment and disposal facilities, individual onsite sewage treatment facilities/septic systems, or small TCEQ permitted wastewater treatment and disposal facilities.

Please feel free to contact me at 512-432-1000 or at robby.callegari@burgessniple.com with any questions and/or comments.

Very truly yours,

Burgess & Niple



Robert P. Callegari, P.E.
Austin South Engineering Section Director



City Council Planning Department Staff Report

Item # 5.

City Council Meeting: January 4, 2022

Project No: MORW2021-004

Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

Project Name: Bell Springs Office / Warehouse

Property Location: 5307 Bell Springs

Legal Description: Lot 2, Vitolich Plaza (1.549 Acres)

Applicant: Travis Flake

Property Owners: Chad Burris

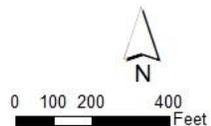
Request: A waiver from the temporary development moratorium.



Location Map

5307 Bell Springs Rd
Moratorium Waiver

- Roads
- Parcel Lines
- City Limits**
- ▭ Full Purpose
- ▭ Site



Sources: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Development Proposal

This request is associated with a site development application for 5307 Bell Springs Road in the ETJ. The project consists of a 7,200 square foot office/warehouse building. The project would be served by on-site septic and would not impact the City wastewater system. The property was platted in 2017.

Request Overview

The applicant requested an administrative exception to the temporary development moratorium. Given that no commercial use was established on the property, the proposed development was determined to be a “change in use” and staff denied the exception request. Staff directed the applicant to apply for a waiver.

Staff Analysis

Moratorium Ordinance: Section 8 Art. B

Waivers. Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners’ sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

Wastewater:

This development will be served by on-site septic systems and will not impact the City wastewater system.

Land Use:

While there are residential properties east of the subject property this proposed project is consistent with development trends in this area of Bell Springs Road and US 290. Recent developments include the Dripping Springs Distillery, and an a 16-unit office / warehouse park. Additionally, since this property is in the ETJ, staff does not anticipate imminent comprehensive planning efforts to affect land use regulations on the property.

Council Action

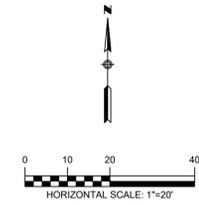
City Council is tasked with approval or denial of the waiver. Any denial will stand until the moratorium is lifted unless there is a substantial change to the project.

Attachments

- Exhibit 1: Waiver Request
- Exhibit 2: Site Plan
- Exhibit 3: Moratorium Ordinance

Recommended Action:	Staff recommends approval of the waiver from the temporary development moratorium because the project; will have no impact on the City’s wastewater system, is consistent with development trends in the area, and comprehensive planning efforts will not affect land use regulations on the property.
Alternatives/Options:	Deny of the waiver
Budget/Financial Impact:	N/A
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A

LOT 2	Acreage (ac.)	Total Bldg. (sf.)	Existing (sf)	Impervious Cover				
				Proposed (sf)			Proposed (Ac.)	Proposed (%)
				Buildings	Drives	Other		
	1.549	7,200	0	7,200	14,289	1,846	0.54	34.58%



- LEGEND**
- PROPERTY BOUNDARY
 - - - EASEMENT LINE
 - FIRE LANE
 - CURB AND GUTTER
 - LIMITS OF CONSTRUCTION SIGN
 - APPROXIMATE TREE CANOPY

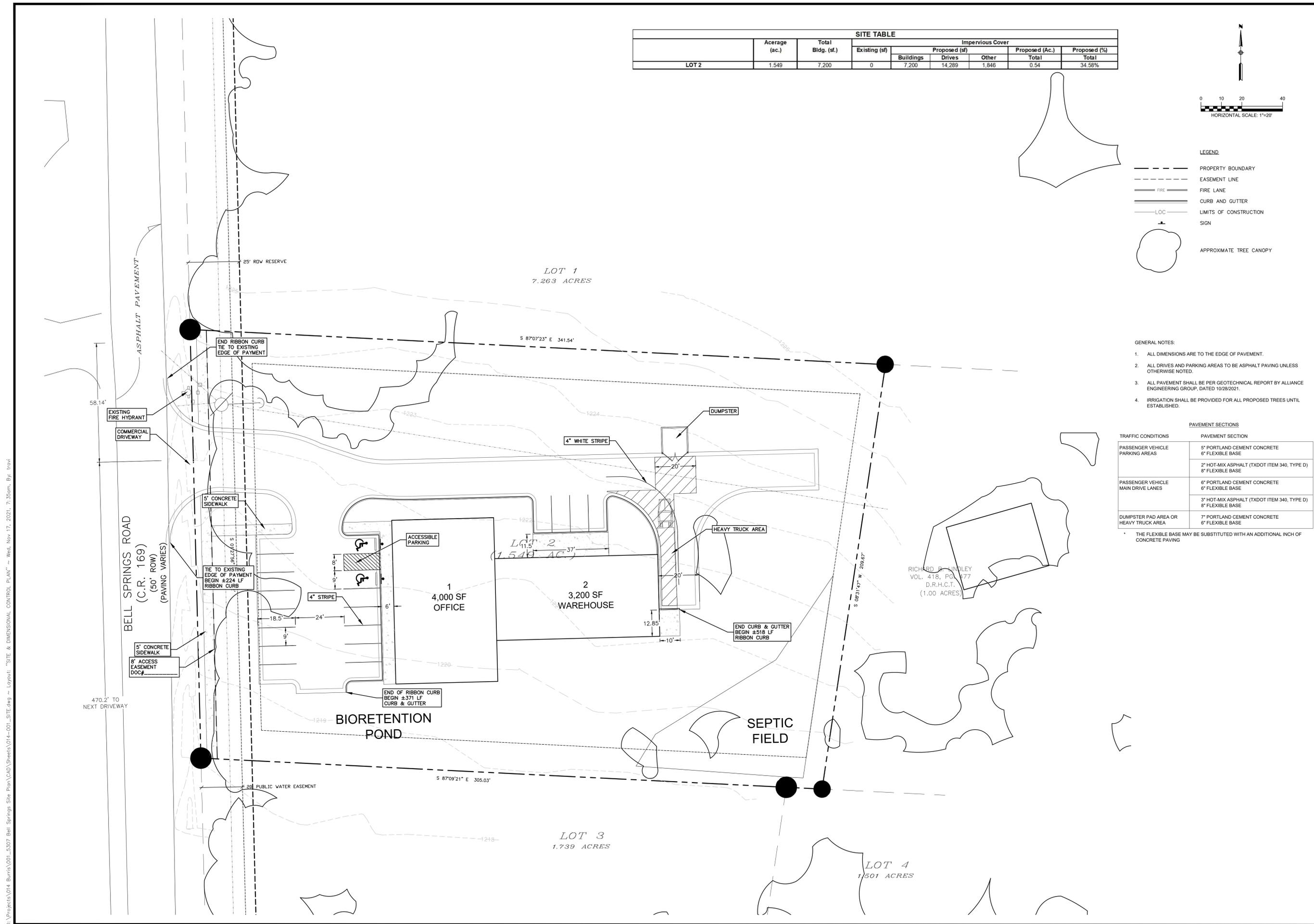
- GENERAL NOTES:**
- ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT.
 - ALL DRIVES AND PARKING AREAS TO BE ASPHALT PAVING UNLESS OTHERWISE NOTED.
 - ALL PAVEMENT SHALL BE PER GEOTECHNICAL REPORT BY ALLIANCE ENGINEERING GROUP, DATED 10/28/2021.
 - IRRIGATION SHALL BE PROVIDED FOR ALL PROPOSED TREES UNTIL ESTABLISHED.

TRAFFIC CONDITIONS	PAVEMENT SECTION
PASSENGER VEHICLE PARKING AREAS	5" PORTLAND CEMENT CONCRETE 6" FLEXIBLE BASE
PASSENGER VEHICLE MAIN DRIVE LANES	2" HOT-MIX ASPHALT (TXDOT ITEM 340, TYPE D) 8" FLEXIBLE BASE
DUMPSTER PAD AREA OR HEAVY TRUCK AREA	7" PORTLAND CEMENT CONCRETE 6" FLEXIBLE BASE

* THE FLEXIBLE BASE MAY BE SUBSTITUTED WITH AN ADDITIONAL INCH OF CONCRETE PAVING



5307 BELL SPRINGS SITE PLAN
DRIPPING SPRINGS, TEXAS 78620



D:\Projects\014_Burda\5307 Bell Springs Site Plan\CAD\Sheets\014-001_SITE.dwg ~ Wed, Nov 17, 2021, 7:35am, By: trv



City of Dripping Springs MORATORIUM WAIVER APPLICATION

Official Use Only:	
Project #	<u>MOR</u>
Date Received	_____

Property/Site Address or Legal Description: 5307 Bell Springs Rd

_____ Hays CAD Property ID (R #): 155033

Owner Name: Doolin & Laird Interior Design - Chad Burris Phone #: 512 596 5535

Owner Email: chase@triberealtyaustin.com

Authorized Agent: Travis Flake Phone #: 512 468 6248

Agent Email: travis@flakeengineering.com

BASIS FOR WAIVER:

Site is in the extra-territorial jurisdiction and therefore not subject to the Zoning Ordinance. It will also be served by private on-site septic facility and therefore will have no impact on the City wastewater capacity.

Additional Information / Submittal Requirements:

This request should be submitted simultaneously with any other permit application including: (1) site development; (2) plat; (3) replat; (4) zoning application including Planned Development District; (5) application for Development Agreement; (6) Building Permit application; (7) Wastewater application; and (8) other land use applications. Waivers will be reviewed by City Council within 10 days of the City receiving: (1) this application; (2) the application for the underlying permit; and (3) all documentation related to the basis for the waiver (for example an agreement to fund and construct wastewater infrastructure). A letter on the status of this waiver will be provided to the applicant after the City Council makes a decision on the request. If denied, a waiver may not be reapplied for unless the waiver request or project substantially changes. Prior to applying for a waiver, it is recommended that you review with staff whether you will be eligible for an exception rather than a waiver.

Travis Flake
Applicant Signature

Travis Flake
Print Name

12/29/2021
Date

OFFICIAL USE ONLY:			
Date all necessary documentation received: _____	Approved: _____	Denied: _____	Date: _____
By: _____		11/2021	

CITY OF DRIPPING SPRINGS

ORDINANCE 2021-

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, (“CITY”) ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FOR FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION AND APPEALS, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to adopt and enact a moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, zoning, and construction on real property in the City limits and extraterritorial jurisdiction; and

WHEREAS, the City has developed a Comprehensive Plan for development within the City and desires to protect its ability to regulate development within its jurisdiction; and

WHEREAS, the City has started the process of revisiting the Comprehensive Plan and studying land use and development in the City limits and extraterritorial jurisdiction, and has issued a Request for Qualifications for a professional land planning firm to provide comprehensive plan and development code services; and

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

WHEREAS, Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner; and

WHEREAS, the City Limits and Extraterritorial Jurisdiction (ETJ) are comprised of a combination of topographical, ecological, and drainage features that create significant development challenges; and

WHEREAS, the City will change drastically if continued growth and development should occur under the City's existing Code of Ordinances and Comprehensive Plan, which no longer adequately address concerns about the effect of responsible development in the City and ETJ; and

WHEREAS, as codified in Tex. Water Code § 26.081(a), the Legislature of the State of Texas found and declared that it is necessary to the health, safety, and welfare of the people of this state to implement the state policy to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens of the state and to prevent pollution and maintain and enhance the quality of the water in the state; and

WHEREAS, the City agrees with the Legislature of the State of Texas that it is necessary to the health, safety, and welfare of the people in the City limits and the ETJ to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens in the City limits and the ETJ to prevent pollution and maintain and enhance the quality of the water in the City limits and the Extraterritorial Jurisdiction; and

WHEREAS, the City conducted an analysis to determine the adequacy of the City's current regional wastewater facilities and the need beyond the estimated capacity that is expected to result from new property development; and

WHEREAS, upon review of the analysis by the City's Wastewater Engineer and Deputy City Administrator, the City Council has made findings contained herein as **Attachment "B"** related to the inadequacy of existing essential public facilities in accordance with Section 212.135 of the Texas Local Government Code; and

WHEREAS, the City Council finds that certain essential public and private infrastructure, being wastewater facilities and improvements and transportation facilities and improvements throughout the City Limits and ETJ, are inadequate and insufficient to adequately serve new development; and

WHEREAS, relying on the analysis provided by City Staff, the outstanding permits issued by the City prior to this moratorium, and the City's impact fee analysis, the City Council makes the following findings:

1. Taking into account all wastewater that has been committed by contract, the City's wastewater facilities are at capacity; and
2. The current wastewater collection system has bottlenecks that threaten the proper operation of the City's regional wastewater system; and
3. Based on these bottlenecks and the contractual commitments that will utilize all additional capacity of the City's regional wastewater plant, there is currently no additional capacity available to commit to development of lots; and
4. This moratorium is reasonably limited to property located in the City limits and the ETJ.

WHEREAS, until actions can be taken to increase the wastewater capacity of the City of Dripping Springs, allowing for additional wastewater service connections to the Dripping Springs Wastewater Treatment Plant(s) service area will only exacerbate the situation; and

WHEREAS, the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the City Limits and ETJ will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of capacity and to secure funds to pay for such remedial measures; and

WHEREAS, additional evaluation of the existing infrastructure and development are needed to allow for growth and development within the City Limits and ETJ while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, the City desires to study and evaluate the impact of further development; the need for additional wastewater facilities; appropriate zoning districts and district regulations; appropriate land use and wastewater regulations; and issues that will affect future growth and development of the area within its jurisdiction; and

WHEREAS, the City finds this evaluation process will require community input and will take a reasonable amount of time to complete; and

WHEREAS, the City has determined that it is necessary to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances and the goals and needs of the City's residents, and to protect the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate, and revise the City's development ordinances, and to consider the impact of the ordinances upon future growth, public health and safety, development, the natural environment, and place of architectural, and ecological importance and significance

within the City Limits and ETJ, the City wishes to maintain the *status quo* by implementing a temporary moratorium, during which certain applications for development permits and/or approvals will be suspended; and

WHEREAS, the purpose of prohibiting certain applications for development permits and/or approvals during this study period includes, within limitation, preserving the *status quo* during the planning process, eliminating incentives for hurried applications, facilitating thoughtful and consistent planning, avoiding exploitation of the delays inherent in the municipal legislative process, and preventing applications from undermining the effectiveness of the revised rules by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development regulations; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission, have been published and held in accordance with applicable statutes, laws, and regulations; and

WHEREAS, based on the findings contained herein, information provided by City staff, and the evidence submitted at public hearings, the City Council has determined that existing development ordinances and regulations and other applicable laws are inadequate to prevent existing essential public facilities from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Dripping Springs; and

WHEREAS, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health or safety.

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

SECTION 2. DEFINITIONS: As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined by the City then the common meanings in accordance with ordinary usage.

A. Commercial property: means property zoned for or otherwise authorized for use other than single-family use, multifamily use, heavy industrial use, or use as a quarry.

B. Essential public facilities: means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.

C. Permit: means a license, certificate, approval, registration, consent, permit, contract or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.

D. Project: means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.

E. Property development: means the construction, reconstruction, or other alteration or improvement of residential or commercial buildings or the subdivision or replatting of a subdivision of residential or commercial property.

F. Residential property: means property zoned for or otherwise authorized for single-family or multi-family use.

SECTION 3. APPLICABILITY: The City of Dripping Springs hereby enacts this Ordinance in order to implement a temporary moratorium on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This temporary moratorium applies to all city zoning district uses within the City Limits and the ETJ.

Unless a project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits. Permits that are affected or not affected by the Moratorium are attached as **Attachment “A”**. The applicability of the moratorium to any permit not listed shall be determined based on the purpose of the moratorium and may be added to the list by the City Administrator.

SECTION 4. PURPOSE: This temporary moratorium is being enacted to maintain the *status quo*, and to:

- A. assess the short-term and long-term comprehensive plan;
- B. review the City’s policies on the acceptance of applications for municipal permits for construction or development;
- C. update the City’s permitting and planning requirements and processes for wastewater and transportation infrastructure; and
- D. obtain and review public input and expert guidance.

SECTION 5. ENACTMENT: The City of Dripping Springs hereby enacts this Ordinance implementing a temporary moratorium on the City’s acceptance, review, approval,

and issuance of permits in the City Limits and ETJ.

SECTION 6. DURATION: The initial duration of this temporary moratorium shall be for a period of ninety (90) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

SECTION 7. EXTENSION: If the City determines that the initial period is insufficient for the City to fully complete its study and planning, this Ordinance may be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the City Council.

SECTION 8. EXCEPTIONS AND EXEMPTIONS:

A. Exceptions. Any property owner who believes that they fall within the below exceptions shall provide notice of the exception at time of application for any permit with the city-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Request is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

- 1. No Impact Projects.** The temporary moratorium implemented by this Ordinance does not apply to a project that does not:
 - Impact wastewater capacity
 - Require land use modifications inconsistent with the updated comprehensive planning

To make a determination of whether a project is no impact as listed, an applicant shall apply for an exception to the moratorium.

- 2. Ongoing Projects.** The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of November 18, 2021, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to November 18, 2021. New permits applied for as part of a previously approved project may proceed once an exception is applied for and approved as described herein.

- 3. Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after November 18, 2019, then a new request is not required to meet this exception. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.
- 4. Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, wastewater, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.
- B. Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners' sole expense and who do not require land use modifications inconsistent with the updated comprehensive planning, in accordance with Local Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

SECTION 9. DETERMINATIONS & APPEALS

- A. Exceptions.** The Planning Director or their designee shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for projects filed within thirty (30) days of the effective date of this ordinance may be filed without a corresponding permit application. Any exception application filed within this period will be decided within ten (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, project, plat, or all area covered by a particular permit or agreement.
- B. City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. Waivers.** The decision to approve an Exemption (as provided for above) shall rest

solely with the City Council. Any denial will stand until the moratorium is lifted unless the project requesting the waiver has a substantial change and reapplies for a waiver.

SECTION 10. REPEALER: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 11. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstances 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 12. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

SECTION 13. EFFECTIVE DATE: This Ordinance shall be effective immediately upon passage.

SECTION 14. 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 and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

READ & ACKNOWLEDGED on First Reading on the 16th day of November 2021.

READ & APPROVED on the Second Reading on the 22nd day of November 2021.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”



Permits Subject to Moratorium¹

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Plan Review Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Development Agreement Minor Modification/Amendment
- Conditional Use Permit
- Variance Application
- Wastewater Application
- Special District Agreement/Amendment
- Accessory Dwelling Unit Permit
- Swimming Pool Permit
- Mobile/Modular Home Permit

¹ Any permit subject to the Moratorium must be accompanied by an Exception or Waiver Form which can be found at www.cityofdrippingsprings.com/moratorium.

Permits not Subject to Moratorium

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- Operational Permit/Inspection Application
- On Site Sewage Facility Permit Application
- Child Care Facility Health Inspection Application
- Food Establishment Permit/Compliance Inspection
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Master Sign Plan
- License to Encroach
- Exterior Lighting Compliance Review
- Zoning Determination Letter Request
- Residential Addition Permit
- Residential Accessory Structure Permit
- Residential Demolition Permit
- Residential Swimming Pool Permit
- Commercial Demolition Permit
- Commercial Tenant Finish Out

- Asbestos Compliance Statement
- Pyrotechnics/Fireworks Application
- Certificates of Occupancy Application (Business Move In/Change of Ownership)
- Any Fire Permits

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

November 1, 2021

Laura Mueller
City Attorney
City of Dripping Springs

Dripping Springs, TX 78620

Re: South Regional WWTP Capacity Summary
CMA Job Number 1431-001

Dear Mrs. Mueller:

In October 2015, the City of Dripping Springs submitted an application to the TCEQ to convert its method of treated effluent disposal from land application to discharge into waters of the State, and to expand its wastewater treatment facilities to accommodate the aggressive growth in the Greater Dripping Springs area. The permit was contested and the case was heard at the State Office of Administrative Hearings. The City prevailed and was issued the permit on May 5, 2019 (permit WQ0014488003). However, because of pending litigation, construction of the new wastewater treatment and storage facilities are being delayed.

Based on operational information, the City's operator estimates that the existing South Regional WWTP is currently at a monthly average capacity of approximately 185,000 GPD. This is based on meters measuring flows to the drip irrigation fields and to the Caliterra Effluent Holding Pond. However, please note that in the months from April through September monthly average WWTP flows surpassed 200,000 GPD based on the flow meter in the chlorine contact chamber. This is believed to be inaccurate due to excessive backwashing of the cloth filters that has now been corrected. Below is a summary of the constructed, to be constructed, and permitted capacities for the South Regional WWTP current permit WQ0014488001.

- 189,500 GPD Current Constructed Capacity (127,500 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation at Caliterra)
- 313,500 GPD Current Permitted Capacity (127,500 GPD Drip Irrigation at WWTP + 186,000 GPD Surface Irrigation at Caliterra)
- 284,000 GPD Future Permitted Capacity with Future Drip Fields Removed for WWTP and Effluent Pond Construction (98,000 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation at Caliterra)
- 160,000 GPD Currently Constructed with Future Drip Fields Removed for WWTP and Effluent Pond Construction (98,000 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation)

Laura Mueller
 City Attorney
 City of Dripping Springs
 November 1, 2021
 Page 2 of 3

- 394,000 GPD Amendment 2 (Adding 50,000 GPD Disposal Area at Carter Ranch and at 60,000 GPD at Heritage PID)

Drip irrigation disposal capacity will be reduced from 127,5000 GPD to 98,000 GPD during construction of the new discharge WWTP and 15,000,000 million gallon effluent holding pond.

Attached is a summary of the developments the City has committed to provide service to in the near future, along with a summary of permitted capacity and capacity of different construction phases. There is enough tankage in the existing WWTP to accommodate treatment capacity, however the City is limited by storage and disposal area capacity. For the purpose of this evaluation, a wastewater production estimate of 175 GPD/LUE is used. As one will see, the capacity of the existing permitted capacity will be exceeded if the total number of committed LUEs are connected before the current pending Amendment 2 to the permit is issued by the TCEQ and/or if future irrigation phases that are needed are not constructed. There are three surface irrigation phases (each 62,000 GPD) permitted at Caliterra. Only one has been constructed. The following is a clause from the City's permit WQ0014488001:

Whenever flow measurements for any domestic sewage treatment facility reach 75 percent of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90 percent of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75 percent of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

Based on the flow data collected, the City is over 90% disposal capacity, and has obtained authorization from the Commission to commence construction of the next 62,000 GPD surface irrigation phase at Caliterra (see attached approval letter). It is recommended that the approved phase be immediately constructed and that design of the final phase begin immediately followed by construction of the improvements very soon to follow.

At this time the City does not have existing disposal capacity available to provide service to any new developments. Prior to issuance and construction of Amendment No. 2 improvements by the TCEQ (adding 50,000 GPD disposal area at Carter Ranch and at 60,000 GPD at Heritage PID), the City will not have disposal capacity to provide service to any new developments past the original committed developments.

However, the City required newer developments to produce "backup plans" in the case the City exceeds its permitted and/or constructed capacities and need to be removed from the system. These include pumping and

Laura Mueller
City Attorney
City of Dripping Springs
November 1, 2021
Page 3 of 3

hauling raw sewage to other wastewater treatment and disposal facilities, individual onsite sewage treatment facilities/septic systems, or small TCEQ permitted wastewater treatment and disposal facilities.

Please feel free to contact me at 512-432-1000 or at robby.callegari@burgessniple.com with any questions and/or comments.

Very truly yours,

Burgess & Niple



Robert P. Callegari, P.E.
Austin South Engineering Section Director



DRIPPING SPRINGS
Texas

December 27, 2021

RE Application for Exception
 Project Name: 5307 Bell Springs Office /Warehouse Park
 Name of Applicant: Travis Flake
 Address of Project: 5307 Bell Springs Road

Via E-mail: travis@flakeengineering.com

Dear Mr. Flake:

The City of Dripping Springs has enacted a moratorium, initially for a period of 90 days. As part of enactment of this ordinance, the City provided an administrative exception process as it relates to previously approved plats and other development projects.

Staff received an exception request from you, dated December 20, 2021. It is denied for an administrative exception, because the project is considered a “change of use”.

The city also accepts waiver requests which are heard and administered by the City Council. You may, at your discretion, apply for such a waiver which will be decided by the Dripping Springs City Council within 10 days of its receipt by city staff. Please note that denial of this exception request does not suggest a staff recommendation of denial of the waiver request, as the two processes are separate, and the criteria for approval are distinct.

For more information related to the city’s moratorium, please visit www.cityofdrippingsprings.com/moratorium or email moratorium@cityofdrippingsprings.com.

Sincerely,

Howard Koontz
 Planning Director
 City of Dripping Springs

cc: Ginger Faught, Deputy City Administrator, City of Dripping Springs
 Sarah Cole, Building Official, City of Dripping Springs

Open spaces, friendly faces.



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: January 4, 2022

Agenda Item Wording: **Discuss and consider approval of a Resolution adopting an Amended 1445 Agreement with Hays County as it relates to subdivision and platting in the extraterritorial jurisdiction of the City of Dripping Springs in Hays County, Texas. Sponsor: Mayor Foulds, Jr.**

Agenda Item Requestor: Laura Mueller, City Attorney

Summary/Background: In November 2021, the City of Dripping Springs adopted a moratorium on new development that affected the city limits and the ETJ. For projects in the ETJ, the County and City work together for subdivision matters under a 1445 agreement that is required by Chapter 212 of the Texas Local Government Code. After the City adopted the moratorium, the County gave the City notice that the 1445 would be terminated in 30 days. Since then, the City and the County have worked on a draft of an amended 1445 in order to provide processes for when the City has a moratorium. The changes to the agreement include allowing the County to continue its processes during the moratorium while acknowledging that projects that the City would review could be held up by the moratorium. The changes also include updating contact information and County fees for the applicants.

Commission Recommendations: N/A

Recommended Council Actions: Approval.

Attachments: Current 1445. Amended 1445. Staff Report. Resolution approving 1445.

Next Steps/Schedule: If approved, the 1445 will be executed by all parties. If disapproved, the 1445 will expire on January 12, 2022.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS
FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL
JURISDICTION OF THE CITY OF DRIPPING SPRINGS**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”), by and through its County Judge, Dr. Bert Cobb, and the City of DRIPPING SPRINGS, a municipal corporation of the State of Texas (hereinafter referred to as “CITY”), by and through its City Mayor, Bill Foulds, Jr. The City and the County are hereinafter collectively referred to as “the Parties” or “the Parties to this Agreement.”

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as “ETJ” or the “CITY’s ETJ”) within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY, pursuant to TEX. LOCAL GOV’T CODE Section 242.001, both enforced their subdivision regulations in the CITY’s ETJ and, in those situations where the CITY’s regulation conflicted with the COUNTY’s regulation, the more stringent provisions have prevailed; and

WHEREAS, the Texas Legislature revised TEX. LOCAL GOV’T CODE Chapter 242 to

limit subdivision regulation within the ETJ to one entity (or two entities working jointly); and

WHEREAS, to the extent that the CITY's execution of this Agreement and related agreements with other counties in other areas of the CITY's ETJ, or the CITY's adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions that are not identical throughout the CITY's entire ETJ, the Parties jointly acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of TEX. GOV'T CODE Section 2007.003(b)(4), and are therefore not subject to TEX. GOV'T CODE Chapter 2007; and

WHEREAS, both the COUNTY and the CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to TEX. GOV'T CODE Section 791.011(a), and as authorized by TEX. LOC. GOV'T CODE Section 242.001(c), whereby the COUNTY and the CITY shall agree upon the terms of said written agreement.

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

- A.** The COUNTY and the CITY mutually agree that the term of this Agreement shall be from the date it is finally and duly executed by both the COUNTY and the CITY until December 1, 2025, unless otherwise amended in writing by the Parties. This Agreement shall automatically renew annually on the anniversary date, unless earlier terminated by mutual agreement of the Parties.
- B.** Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party

at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

- C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

II. COUNTY RESPONSIBILITIES

- A. The COUNTY assigns and delegates to the CITY the COUNTY's authority to approve subdivision plats within the ETJ of the CITY, pursuant to Tex. LOC. GOV'T CODE Section 242.001(d), so that the CITY has exclusive jurisdiction to regulate subdivision plats in the CITY's ETJ.
- B. The COUNTY Development Services Director shall, within 15 working days prior to the CITY'S anticipated final approval date, provide the City's staff with written recommendation for approval or disapproval of all plats for inclusion in the agenda backup prior to preliminary and final plat approval.
- C. Once the COUNTY has been informed that the CITY is entering into a moratorium, it shall ensure that all applicants in the CITY's ETJ are informed that their applications may be affected. The COUNTY may choose to do its own review of a subdivision application in the ETJ and may make approvals under its own regulations contingent upon subsequent approval by the CITY; but any application subject to a CITY moratorium may be delayed by the CITY.

III. CITY RESPONSIBILITIES

- A. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.

- B.** The CITY shall enforce in the ETJ the following Hays County Subdivision and Development Regulations attached hereto and incorporated as Attachment “A” (Chapter 701.9, Chapter 701.16, Chapter 715.3, Chapter 721, Chapter 735.5.03 and Hays County Rules for On-site Sewage Facilities Section 10-A, D, and G). As the development regulations in Exhibit “A” are amended from time to time, the County shall provide copies of such amended regulations to the City. These amended regulations shall be incorporated into and made a part of this Agreement for all purposes and shall supersede the conflicting provisions in the attached Exhibit “A.”
- C.** If the CITY has existing ordinances establishing substantially similar standards for the subject areas of such COUNTY subdivision regulations, then the City may opt to apply the City ordinance in lieu of the corresponding COUNTY Subdivision Regulation. All City subdivision regulations not in conflict with Attachment “A” may be enforced. If either Party wishes to propose revisions in the future to subdivision regulations that apply in the ETJ, the Party will notify the other Party of the proposed change. The Parties will cooperate in determining the need for the change and its effect on this Agreement, and will adopt any change agreed to by official action of their respective governing bodies.
- D.** The CITY agrees to require developers to dedicate public right-of-way pursuant to the Hays County Transportation Plan as currently revised or amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to

determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed

right-of-way. When enforcing subdivision regulations in the City's ETJ, the City shall facilitate the County's road maintenance program by requiring a road standard no less than the standards set out in Attachment "A."

- E.** The COUNTY expressly delegates to the CITY the authority to require the preparation of a subdivision plat for the division of any property into two or more lots as required in TEX. LOCAL GOV'T CODE section 232.001, including lots larger than five acres.
- F.** The CITY shall deliver six copies of all plat submittals to the COUNTY for review, within five working days from the date of receipt. The CITY shall require applicants make a check payable to Hays County Treasurer for any applicable review fees for each project.
- G.** The COUNTY staff shall do a completeness check and notify the CITY of completeness of the submittal.
- H.** The COUNTY shall provide the CITY with written comments regarding subdivision plats within five working days from the date of receipt by the COUNTY, and written comments regarding construction plans within ten days from the date of receipt.
- I.** The CITY shall include written recommendation from COUNTY Development Services Director in agenda backup for preliminary and final plat approval.
- J.** The CITY shall require a signature block for the current COUNTY Development Services Department Director authorizing the filing of the plat under this agreement.

- K.** The CITY shall deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within five working days of the recording of the subdivision plat.
- L.** The CITY shall also provide to the COUNTY a digital file of each subdivision plat compliant with the currently adopted Hays County Digital Data Submission Standards.
- M.** The CITY shall confer and come to agreement with the Hays County 911 Addressing Division concerning street names prior to final plat approval.
- N.** The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors shall have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right- of-way and easements The COUNTY may request that the CITY issue a stop- work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.
- O.** Prior to acceptance of new streets or other improvements in a subdivision, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter of Credit, or a warranty or cash bond as required by the Subdivision and Development Regulations of Hays County, payable to Hays County, which shall be binding and in effect for two (2) years from the date of acceptance of the streets and improvements. The CITY shall require the applicant/developer to be responsible for maintenance of the streets and improvements as also required

by the Hay County Subdivision and Development Regulations. The CITY may also require the applicant/developer to post a utility bond or other improvements bond, payable to the CITY, if required by the subdivision regulations of the CITY.

- P.** The CITY shall collect and forward to the COUNTY all COUNTY subdivision fees as presently authorized or amended by the COUNTY, for services to be performed by the COUNTY. The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. In addition to the City's fees and in consideration of the County's performance under this Agreement, the City shall collect a \$370.00 per-lot fee for every subdivision subject to this Agreement. Subject to other taxes, fees, fines and penalties permitted by law, said \$370.00 per-lot fee shall be forwarded to the County and shall constitute full and complete compensation for County services under this Agreement.
- Q.** If a fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Hays County in accordance with this Agreement, the City shall promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to Mr. Marcus Pacheco (or his successor), Hays County Development Services Department, P.O. Box 1006, San Marcos, Texas 78667-1006. Physical address 2171 Yarrington Road.
- R.** The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the granting of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation without the

consent of the COUNTY. For the purposes of this agreement, consent shall be included in the written recommendation by the COUNTY Development Services Director as required by COUNTY responsibilities defined in this agreement.

- S. As an attachment to this Agreement, the CITY shall provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within 10 days of the effective date of the change and provide an updated digital drawing file. Notice shall be provided by letter according to Section IV. C, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX. LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.
- T. As a part of the submittal documents the CITY shall require the applicant submit for review by the COUNTY facility planning reports supporting the proposed subdivision as required in 30 TAC Chapter 285.
- U. If the CITY is considering any type of moratorium that would affect review of subdivisions in the ETJ, the CITY shall inform the COUNTY at or before submitting notice to the newspaper as required by law.

IV. GENERAL PROVISIONS

- A. **General Administration:** Administering this Agreement and the contact person for the COUNTY shall be the Hays County Director of Development Services, or his/her representative. Administering this Agreement and the contact person and representative for the CITY shall be the CITY Planning Director, or in the alternative the Deputy City Administrator.

- B. **Alteration, Amendment or Modification:** This Agreement may not be altered,

amended, or modified except in a subsequent writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the CITY.

C. Notice: All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

(a) Notices sent pursuant to this Agreement shall be sent to the Hays County Subdivision Coordinator's Office at the following address:

Mr. Marcus Pacheco (or his successors)
Hays County Development Services,
P.O. Box 1006
San Marcos, Texas 78667-1006

(b) Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. Bill Foulds, Jr. (or his successor)
City Mayor
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

(c) To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successor)
 A.D.A. -- Chief – Civil Division
 Hays County, Texas
 111 E. San Antonio, Suite 204 San
 Marcos, TX 78666

- (d) To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

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

- (e) When notices sent pursuant to this Agreement are mailed by registered or certified mail, delivery of notice shall be deemed effective three (3) working days after deposit in a U.S. mailbox or at a U.S. post office.

D. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

E. Breach: The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.

F. Non-Waiver: The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement; Third Parties: This Agreement constitutes the entire

agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

H. Terms used in Document: As used in this document, the terms “Interlocal Cooperation Agreement”, “Interlocal Agreement”, “Agreement”, and “Contract” are synonymous.

I. Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

EXECUTED THIS _____ day of _____, 2022.

HAYS COUNTY

By: _____
HONORABLE JUDGE Ruben Becerra
HAYS COUNTY JUDGE

ATTEST:

Elaine Cárdenas, HAYS COUNTY CLERK

DATE: _____

EXECUTED THIS _____ day of _____, 2022.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. R2022-____

**A RESOLUTION OF THE CITY OF DRIPPING SPRINGS APPROVING
AN AMENDED INTERLOCAL AGREEMENT WITH HAYS COUNTY
RELATED TO PLANNING MATTERS**

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as “ETJ” or the “CITY’s ETJ”) within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY, pursuant to Texas Local Government Code Section 242.001, both enforced their subdivision regulations in the CITY’s ETJ and, in those situations where the CITY’s regulation conflicted with the COUNTY’s regulation, the more stringent provisions have prevailed; and

WHEREAS, the Texas Legislature revised Texas Local Government Code Chapter 242 to limit subdivision regulation within the ETJ to one entity (or two entities working jointly) requiring that the CITY and COUNTY to enter into an interlocal agreement; and

WHEREAS, to the extent that the CITY’s execution of this Agreement and related agreements with other counties in other areas of the CITY’s ETJ, or the CITY’s adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions that are not identical throughout the CITY’s entire ETJ, the Parties jointly acknowledge that the actions of the CITY are “reasonably taken to fulfill an obligation mandated by state law” within the meaning of Texas Government Code Section 2007.003(b)(4), and are therefore not subject to Texas Government Code Chapter 2007; and

WHEREAS, both the COUNTY and the CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to Texas Government Code Section 791.011(a), and as required by Texas Local Government Code Section 242.001(c), whereby the COUNTY and the CITY shall agree upon the terms of said written agreement.

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

Section 1. The facts and opinions in the preamble of this Resolution are true and correct.

Section 2. The City agrees to the terms of the Agreement as attached as Attachment “A”.

Section 3. The City Council authorizes the mayor to execute the Interlocal Agreement attached as Attachment "A".

Section 4. This Resolution shall become effective from and after the date of its passage.

PASSED AND APPROVED ON this 4th of January, 2022.

Bill Foulds, Jr., Mayor

ATTEST

Andrea Cunningham, City Secretary

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS
FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL
JURISDICTION OF THE CITY OF DRIPPING SPRINGS**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”), by and through its County Judge, Dr. Bert Cobb, and the City of DRIPPING SPRINGS, a municipal corporation of the State of Texas (hereinafter referred to as “CITY”), by and through its City Mayor, Todd Purcell. The City and the County are hereinafter collectively referred to as “the Parties” or “the Parties to this Agreement.”

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as “ETJ” or the “CITY’s ETJ”) within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY, pursuant to TEX. LOCAL GOV’T CODE Section 242.001, both enforced their subdivision regulations in the CITY’s ETJ and, in those situations where the CITY’s regulation conflicted with the COUNTY’s regulation, the more stringent provisions have prevailed; and

WHEREAS, the Texas Legislature revised TEX. LOCAL GOV'T CODE Chapter 242 to limit subdivision regulation within the ETJ to one entity (or two entities working jointly); and

WHEREAS, to the extent that the CITY's execution of this Agreement and related agreements with other counties in other areas of the CITY's ETJ, or the CITY's adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions that are not identical throughout the CITY's entire ETJ, the Parties jointly acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of TEX. GOV'T CODE Section 2007.003(b)(4), and are therefore not subject to TEX. GOV'T CODE Chapter 2007; and

WHEREAS, both the COUNTY and the CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to TEX. GOV'T CODE Section 791.011(a), and as authorized by TEX. LOC. GOV'T CODE Section 242.001(c), whereby the COUNTY and the CITY shall agree upon the terms of said written agreement.

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

- A. The COUNTY and the CITY mutually agree that the term of this Agreement shall be from the date it is finally and duly executed by both the COUNTY and the CITY until August 1, 2015. This Agreement shall automatically renew annually on the anniversary date, unless earlier terminated by mutual agreement of the Parties.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving thirty (30) days' written notice of intent to terminate this

Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

- C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

II. COUNTY RESPONSIBILITIES

- A. The COUNTY assigns and delegates to the CITY the COUNTY's authority to approve subdivision plats within the ETJ of the CITY, pursuant to TEX. LOCAL GOV'T CODE Section 242.001(d), so that the CITY has exclusive jurisdiction to regulate subdivision plats in the CITY's ETJ.
- B. The COUNTY Development Services Director shall, within 15 working days prior to the CITY'S anticipated final approval date, provide the City's staff with written recommendation for approval or disapproval of all plats for inclusion in the agenda backup prior to final plat approval.

III. CITY RESPONSIBILITIES

- A. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.
- B. The CITY shall enforce in the ETJ the following Hays County Subdivision and Development Regulations attached hereto and incorporated as Attachment "A" (Chapter 701.9, Chapter 701.16, Chapter 715.3, Chapter 721, Chapter 735.5.03 and Hays County Rules for On-site Sewage Facilities Section 10-A,

D, and G). As the development regulations in Exhibit "A" are amended from time to time, the County shall provide copies of such amended regulations to the City. These amended regulations shall be incorporated into and made a part of this Agreement for all purposes and shall supersede the conflicting provisions in the attached Exhibit "A."

- C. If the CITY has existing ordinances establishing substantially similar standards for the subject areas of such COUNTY subdivision regulations, then the City may opt to apply the City ordinance in lieu of the corresponding COUNTY Subdivision Regulation. All City subdivision regulations not in conflict with Attachment "A" may be enforced. If either Party wishes to propose revisions in the future to subdivision regulations that apply in the ETJ, the Party will notify the other Party of the proposed change. The Parties will cooperate in determining the need for the change and its effect on this Agreement, and will adopt any change agreed to by official action of their respective governing bodies.
- D. The CITY agrees to require developers to dedicate public right-of-way pursuant to the Hays County Transportation Plan as currently revised or amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed

right-of-way. When enforcing subdivision regulations in the City's ETJ, the City shall facilitate the County's road maintenance program by requiring a road standard no less than the standards set out in Attachment "A."

- E. The COUNTY expressly delegates to the CITY the authority to require the preparation of a subdivision plat for the division of any property into two or more lots as required in TEX. LOCAL GOV'T CODE section 232.001, including lots larger than five acres.
- F. The CITY shall deliver six copies of all plat submittals to the COUNTY for review, within five working days from the date of receipt. The CITY shall require applicants make a check payable to Hays County Treasurer for any applicable review fees for each project.
- G. The COUNTY staff shall do a completeness check and notify the CITY of completeness of the submittal.
- H. The COUNTY shall provide the CITY with written comments regarding subdivision plats within five working days from the date of receipt by the COUNTY, and written comments regarding construction plans within ten days from the date of receipt.
- I. The CITY shall include written recommendation from COUNTY Development Services Director in agenda backup for final plat approval.
- J. The CITY shall require a signature block for the current COUNTY Development Services Department Director authorizing the filing of the plat under this agreement.

- K. The CITY shall deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within five working days of the recording of the subdivision plat.
- L. The CITY shall also provide to the COUNTY a digital file of each subdivision plat compliant with the currently adopted Hays County Digital Data Submission Standards.
- M. The CITY shall confer and come to agreement with the Hays County 911 Addressing Division concerning street names prior to final plat approval.
- N. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors shall have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right-of-way and easements. The COUNTY may request that the CITY issue a stop-work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.
- O. Prior to acceptance of new streets or other improvements in a subdivision, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter of Credit, or a warranty or cash bond as required by the Subdivision and Development Regulations of Hays County, payable to Hays County, which shall be binding and in effect for two (2) years from the date of acceptance of the streets and improvements. The CITY shall require the applicant/developer

to be responsible for maintenance of the streets and improvements as also required by the Hay County Subdivision and Development Regulations. The CITY may also require the applicant/developer to post a utility bond or other improvements bond, payable to the CITY, if required by the subdivision regulations of the CITY.

- P. The CITY shall collect and forward to the COUNTY all COUNTY subdivision fees as presently authorized or amended by the COUNTY, for services to be performed by the COUNTY. The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. In addition to the City's fees and in consideration of the County's performance under this Agreement, the City shall collect a \$320.00 per-lot fee for every subdivision subject to this Agreement. Subject to other taxes, fees, fines and penalties permitted by law, said \$320.00 per-lot fee shall be forwarded to the County and shall constitute full and complete compensation for County services under this Agreement.
- Q. If a fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Hays County in accordance with this Agreement, the City shall promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to Ms. Roxie Botkin (or her successor), Hays County Development Services Department, P.O. Box 1006 , San Marcos, Texas 78667-1006. Physical address 2171 Yarrington Road.

- R. The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the granting of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation without the consent of the COUNTY. For the purposes of this agreement, consent shall be included in the written recommendation by the COUNTY Development Services Director as required by COUNTY responsibilities defined in this agreement.
- S. As an attachment to this Agreement, the CITY shall provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within 10 days of the effective date of the change and provide an updated digital drawing file. Notice shall be provided by letter according to Section IV. C, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX. LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.
- T. As a part of the submittal documents the CITY shall require the applicant submit for review by the COUNTY facility planning reports supporting the proposed subdivision as required in 30 TAC Chapter 285.

IV. GENERAL PROVISIONS

- A. General Administration:** Administering this Agreement and the contact person for the COUNTY shall be the Hays County Director of Development Services, or his/her representative. Administering this Agreement and the

contact person and representative for the CITY shall be the CITY Planning Director, or in the alternative the Deputy City Administrator.

B. Alteration, Amendment or Modification: This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the CITY.

C. Notice: All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

(a) Notices sent pursuant to this Agreement shall be sent to the Hays County Subdivision Coordinator's Office at the following address:

Ms. Roxie McInnis (or her successors)
Hays County Development Services,
P.O. Box 1006
San Marcos, Texas 78667-1006

(b) Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. Todd Purcell(or his successor)
City Mayor
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

(c) To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successor)
 A.D.A. -- Chief – Civil Division
 Hays County, Texas
 111 E. San Antonio, Suite 204
 San Marcos, TX 78666

(d) To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

Alan Bojorquez
 City Attorney of Dripping Springs
 12325 Hymeadow Drive, Suite 2-100
 Austin, Texas 78750

(e) When notices sent pursuant to this Agreement are mailed by registered or certified mail, delivery of notice shall be deemed effective three (3) working days after deposit in a U.S. mail box or at a U.S. post office.

D. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

E. Breach: The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.

F. Non-Waiver: The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement; Third Parties: This Agreement constitutes the entire

agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

H. Terms used in Document: As used in this document, the terms “Interlocal Cooperation Agreement”, “Interlocal Agreement”, “Agreement”, and “Contract” are synonymous.

I. Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

EXECUTED THIS 15th day of July, 2014.

HAYS COUNTY

By: Bert Cobb
HONORABLE JUDGE BERT COBB, M.D.
HAYS COUNTY JUDGE



ATTEST:
Liz Q. Gonzalez
LIZ Q. GONZALEZ, HAYS COUNTY CLERK

DATE: 7/15/14

EXECUTED THIS 31st day of July, 2014.

CITY OF DRIPPING SPRINGS

By: Bill Foulds
TODD PURCELL, CITY MAYOR

ATTEST:
Jo Ann Touchstone
JO ANN TOUCHSTONE, CITY SECRETARY

DATE: 7/31/14

ATTACHMENT "A"**CHAPTER 701 - DEVELOPMENT REGULATIONS IN GENERAL*****Sub-Chapter 9 - General Public Notice Requirements*****§9.01. Communication with Precinct Commissioner**

Where individual Chapters of these Regulations require communication or contact with the Precinct Commissioner, the Applicant or the Applicant's authorized agent is required to contact the Commissioner(s) in whose precinct(s) the proposed development is located prior to the submission of the Application. This contact or communication shall consist of either written communication or a personal visit by the Applicant or the Applicant's authorized agent. The Commissioner shall establish and make available to the public a copy of contact procedures for this purpose. Commissioners may delegate contact and communication responsibilities to one or more members of their staff. If the Commissioner requests a personal visit in response to receiving written communication, the Applicant or the Applicant's authorized agent shall arrange a personal visit with the Commissioner or the Commissioner's designee at a mutually agreeable time and place. The purpose of this personal visit shall be for the Applicant to inform the Commissioner about the project and for the Commissioner to present to the Applicant any constraints or concerns associated with the project. Documentation of contact or communication with the Commissioner, including the personal visit, if requested, shall be furnished to the County in conjunction with an Application.

§9.02. Notice Required

Where individual Chapters of these Regulations require notice, the Applicant is responsible for accomplishing such notice regarding the Application or any action thereon, including any costs associated with such notice. Where the requirements of state or federal law dictate that the County actually accomplish such notice associated with an Application or any action thereon, the Applicant shall be responsible for the payment of fees and charges established by the Commissioners Court to cover the cost of such notice.

§9.03. Documentation

Where individual Chapters of these Regulations require notice, the Applicant is responsible for furnishing documentation to the County confirming that such notice was accomplished. Specific documentation requirements shall be established by the Department for each type of notice required under these Regulations.

§9.04. Posted Notice

Where individual Chapters of these Regulations require posted notice, the Applicant shall be required to notify the public upon the determination by the Department that an Application for a Development Authorization is Administratively Complete. This notice shall be accomplished through posting signs at the Subject Property. Where Posted Notice is required, no exemptions from these requirements shall be allowed. The following requirements apply to Posted Notice, where required:

- (A) Within two (2) working days of receipt of notice from the Department that an Application filed with the County has been determined to be Administratively Complete, the Applicant shall install public notice signs on the Subject Property. Signs shall remain in place on the Subject Property until a final decision is rendered on the Application by the

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Commissioners Court or until such time as the Application is withdrawn, if the application is withdrawn.

- (B) Signs shall be placed within twenty (20) feet of all property boundaries fronting on a public roadway. Where the length of the boundary fronting on a public roadway exceeds one thousand feet, the signs shall be spaced no further than one-thousand feet apart. At least one sign shall be placed along each public roadway fronting the property. The Applicant shall ensure that the view of the signs is not obstructed by objects on the Subject Property and that the signs are placed where there is an unobstructed view of the signs from the public roadway. Signs are not required to be placed along property boundaries that do not front on a public roadway.
- (C) The signs shall contain the specific text required by the individual Chapter that includes the posted notice requirement. The Department shall develop and make available to the public standard language to be used for each type of posted notice required under these Regulations.
- (D) The signs shall be a minimum size of four feet by four feet, with the bottom of the sign placed at least two feet above ground level. The background of the sign shall be white. The heading on the sign shall be red letters at least three inches high, with the remaining text black letters at least 1-1/2 inches high. The sign shall also contain the reference number that is used by the Department to track the Application for which the posted notice is required. The Department shall develop and make available to the public specific signage criteria and shall make available examples of signs for each type of posted notice required under these Regulations.
- (E) The signs shall be constructed of materials that are sufficiently durable to ensure the sign remains in place and legible during the entire period that posting is required.
- (F) The Department may also, utilizing any procurement process authorized under State law, designate one or more approved vendors from whom Applicants may purchase signage to comply with these Regulations.
- (G) Signs may also be supplied by Applicants. The Department is authorized to require review by the Department of any signs supplied by the Applicant. The Department may require that such signs supplied by the Applicant be replaced, at the Applicant's expense, if the Department determines that the signs supplied by the Applicant do not strictly conform to the requirements of these Regulations and published Department criteria.
- (H) It shall be the responsibility of the Applicant to submit documentation to the Department that the signs have been properly installed and to periodically check sign locations to verify that signs remain in place and have not been vandalized or removed. The Applicant shall immediately notify the County of any missing or defective signs. It is unlawful for a person to alter any notification sign or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the Applicant shall not constitute a failure to meet notification requirements. If signs are removed, damaged or become illegible, the Applicant shall replace the signs within three (3) working days.

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§9.05. Written Notice for Political Subdivisions and Contiguous Properties

Where individual Chapters of these Regulations require written notice, the Applicant shall be required to notify affected political subdivisions and the owners of Contiguous Properties through written notice. The following provisions apply to Written Notice, where required:

- (A) The written notice must include a map clearly showing the boundaries and general location of the proposed development and major roadways in the vicinity.
- (B) The written notice must include a general description of the nature of the proposed development, including identification of the Applicant and the Permittee and a general description of the nature of the activities for which approval is being requested.
- (C) The written notice must also include any additional information required by the individual Chapter that includes the written notice requirement.
- (D) The Applicant shall forward copies of any written notice to any other parties to the application, including the Permittee and/or the owners of the Subject Property.

§9.06. Identification of Affected Political Subdivisions

Where written notice is required to be submitted to an affected political subdivision, as part of its technical review of a completed application the Department shall identify all political subdivisions affected by the Application for which it has available records. The list of affected political subdivisions shall at a minimum include any political subdivision within whose boundaries the Subject Property is located. If the Subject Property is not located within the boundaries of an emergency services or management district, a school district, a water utility district, or a wastewater utility district, the nearest such district shall be included in the list of affected political subdivisions. The address for notice purposes for each affected political subdivision shall be the address furnished by the Department to the Applicant.

§9.07. Identification of Contiguous Property Owners

Where written notice is required to be submitted to owners of Contiguous Property, the applicant shall identify all owners of Contiguous Property that are not parties to the Application. The identified owners for the Contiguous Properties shall be those owners on file with the Hays Central Appraisal District (HCAD) within thirty (30) days prior to the date the Application is filed. The address of the identified owners for notice purposes shall be the address on file with the HCAD.

§9.08. Delivery of Written Notice

The following requirements apply to the delivery of Written Notice, where required:

- (A) The person may deliver the written notice in person, by express courier or by depositing the notice with the United States Postal Service (USPS), postage paid. Personal delivery and delivery by express courier shall be confirmed by a written acknowledgement of receipt by the party to whom the written notice was delivered or their authorized agent. Mailed notice deposited with the USPS shall be sent certified with return receipt requested. Mailed notice may be confirmed by the receipt returned by the USPS. In instances where the person to receive Written Notice has requested that the person making the Written Notice submit such Written Notice via electronic media, the person making such Written Notice may deliver that notice via electronic media. All instances

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of Written Notice delivered via electronic media must be confirmed in writing or by receipt of an affirmative reply from the recipient via electronic media. Nothing in this section shall be construed to require the issuance of Written Notice via electronic media.

- (B) Where written notice is required to affected political subdivisions, within ten (10) working days of receipt of notice from the Department that the Application has been determined to be Administratively Complete and the Department's providing the Applicant with a list of affected political subdivisions, the Applicant shall provide written notice of the proposed development to each of the affected political subdivisions.
- (C) Where written notice is required to owners of Contiguous Properties, within ten (10) working days of the filing of the application, the Applicant shall provide written notice of the Application to each of the owners of Contiguous Property that are not parties to the Application.
- (D) Within ten days of providing such written notice under these Regulations, the Applicant shall provide copies of the notification and proof of notice delivery to the Department.

§9.09. Published Notice

Unless otherwise required under individual chapters, where published notice is required, it shall be accomplished in a newspaper of general circulation in the County at least two (2) times. For published notice of Applications, such notice shall be published within thirty (30) calendar days of filing the Application. For published notice of the consideration of action on any aspect of an Application, such notice shall be published during the period beginning on the 30th calendar day and ending on the 7th calendar day prior to such consideration. To document publication of the required notice, the person having such notice published shall submit an original, signed publisher's affidavit demonstrating actual publication.

§9.10. Review of Public Notice by the County

The County may review any and all procedures used by the Applicant or others to accomplish public notice under these Regulations. The County shall require additional public notice for any public notice deemed by the County as not in compliance with these Regulations. The County may suspend the processing of any application for which the County determines that public notice was not accomplished in substantial compliance with these Regulations. The Applicant or Permittee shall be responsible for the costs of such additional public notice required as a result of failing to publish notice in substantial compliance with these Regulations.

§9.11. Additional Public Notice by the County

Where these regulations require notice, the County may accomplish additional public notice of any Application or pending action on such Application using whatever means it may deem appropriate and as required by federal, state or local law. Any such costs for this additional public notice shall be the responsibility of the County. Additional public notice by the County may include, but is not limited to, posting notice on the Commissioners Court agenda, posting notice in conjunction with other posted notices at County facilities, posting on any electronic medium maintained or used by the County, or inclusion of such notice in any announcement or communication performed by the County. Except where required by law, such additional public notice by the County will be at the discretion of the Commissioners Court. The Department shall also distribute all written and published public notice required under these Regulations to those

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persons on the Department maintained public distribution list in accordance with Subchapter 10 of this Chapter.

Sub-Chapter 16 - Coordination with “911” Addressing System

This subchapter shall govern the coordination required with the “911” Addressing System prior to issuance of a Development Authorization by the County.

§16.01. Communication with County “911” Coordinator

Prior to submitting an Application, the Applicant or the Applicant’s authorized agent is required to contact the County “911” Coordinator to confirm the suitability of the naming and designation of proposed roadways and to establish procedures for identifying the “911” addresses for the subdivision. Applications for subdivisions must confirm the suitability of the name and designations in conjunction with the Preliminary Plan.

§16.02. Additional Coordination

The County “911” Coordinator may require the Applicant to coordinate “911” addressing information with the Hays County Sheriff, municipal police and fire departments, emergency services districts (ESDs) and any other emergency response agencies authorized to operate in the County whose response might be requested during an emergency.

§16.03. Approval Required

Prior to the issuance of a Development Authorization by the County, the Applicant shall submit evidence of approval by the County “911” Coordinator for the following:

- (A) The proposed names or designations for new roadways, shared access easements or shared access driveways associated with any Application to the County for a Development Authorization. The County “911” Coordinator is hereby authorized to withhold approval of names or designations that the coordinator determines are very similar to existing names or designations or which may otherwise contribute to confusion in names or designations in a way that may hinder emergency response.
 - (1) When names or designations are allowed to change on a continuous street, street signs must be placed in a clear and unambiguous manner, so as not to hinder emergency response.

- (B) If “911” addresses have not previously been established for the proposed development, in conjunction with the final Development Authorization, the County shall establish a “911” address for each lot or component of the development served by a Regulated Roadway, shared access easement or shared access driveway associated with that development. If the development plan includes multiple habitable structures located on the same lot (e.g. a multi-unit residential housing unit, a Manufactured Home Rental Community, a multi-unit commercial development, etc.), a “911” address shall be established for each habitable structure. The “911” addresses shall be established by the County “911” Coordinator.

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CHAPTER 715 - WATER AND WASTEWATER AVAILABILITY

Sub-Chapter 3 - Water Availability

§3.01. Applicability

The following developments are exempted from the requirements to certify water availability under these Regulations. The County encourages exempted developments to comply with these Regulations.

- (A) Exempted subdivisions as defined under §701.3.01.
- (B) Exempted Manufactured Home Rental Communities as defined under §745.2.01.
- (C) The following categories of non-exempt subdivisions are not required to demonstrate water availability, subject to the inclusion of a plat note prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the Final Plat:
 - (1) All non-exempt subdivisions of five (5) lots or less in which all lots average at least two (2) acres.
 - (2) All subdivisions of ten (10) lots or less in which all lots are larger than ten (10) acres.

§3.02. Items Common to All Water Availability Demonstrations

The following items shall be addressed in all water availability demonstrations prepared under these regulations, regardless of the source(s) utilized:

- (A) An estimate of the amount of water demand throughout all phases of development supported by engineering calculations based on the anticipated timetable for full build-out, including a statement describing the level of fire protection afforded to the proposed phase(s) of the development;
- (B) A statement as to whether there are plans for alternative or backup water service; if so, an identification of the alternative or backup water source;
- (C) A description of any anticipated new water facility improvements required to serve the development;
- (D) A map showing the proposed location of all water facilities throughout all phases of development as well as the proposed water service area, including any TCEQ-approved service area boundaries of a water service provider operating under a Certificate of Convenience and Necessity (CCN) within the boundaries of the proposed subdivision;
- (E) An estimated timetable for completion of all facilities; and,
- (F) Based on the information available at the time the application is submitted, the anticipated owner(s) and operator(s) of all water facilities throughout all phases of development shall be identified and included in the application.

§3.03. Notification for All Developments Utilizing Local Groundwater

This Subchapter addresses the requirements that Subdivisions and Manufactured Home Rental Communities must meet to demonstrate water availability using Local Groundwater for the purposes of obtaining a Development Authorization from the County. These Regulations do not

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include the details for requirements on the withdrawal and use of groundwater that may originate from the regulations other entities. The public is hereby notified that portions of Hays County are within the jurisdiction of other governmental entities, including Groundwater Conservation Districts and the Edwards Aquifer Authority, which regulate the withdrawal and use of groundwater under direct authority from the State of Texas, independent from the authority of Hays County. Within their statutory authority, these other governmental entities may impose requirements in addition to those contained in these Regulations. The Department shall cause to be included in any Development Authorizations issued under these Regulations a notice that valid limitations imposed by these other authorized entities are incorporated as a special provision into the terms of the County's Development Authorization and may be enforced as such by the County. The Department shall also develop and publish requirements for incorporating into the Record Documents notice of the requirements of these other governmental entities.

Where applicable federal, state or local statutes require Applicants to submit water availability certifications to other governmental entities, the Applicant shall document compliance with these requirements. Where the Department is made aware of applicable regulations of other entities, the Department shall process any Application as requesting a variance where that Application is determined to not be in compliance with such other regulations. It is the intention of these Regulations that all Applications be processed, to the extent authorized under State law, to not conflict with Groundwater Management Area planning efforts, established sustainable yields, desired future conditions, and managed available groundwater volumes.

§3.04. Procedures for Department Coordination with the Applicable Groundwater Conservation District

For all water availability demonstrations which rely in whole or in part on Local Groundwater, the Department shall ensure that a copy of the water availability demonstration is submitted to the applicable groundwater conservation district(s) [GCD] for review and comment. Where the Applicant is required to make such a submittal under §715.3.03, the Department shall forward to the GCD within ten (10) working days of receipt, a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater. Where such submittal to the GCD is not otherwise required by the Applicant, the Department shall forward the information to the GCD within ten (10) working days of receipt, with a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater. If the Department has not received written comments from the GCD within fifteen (15) working days, the GCD shall be considered as having waived the opportunity for review and comment on the availability demonstration. The Department shall consider all comments received from the GCD and may request such additional information from the Applicant as the Department deems appropriate in response to these comments. The Department shall include a summary of any comments timely received from the applicable GCD in any report made to the Commissioners Court on an Application. If the County has adopted a Memorandum of Understanding (MOU) with any GCD, the Department shall follow the procedures outlined in the MOU.

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§3.05. Water Availability Demonstrations Using Individual Private Water Wells Producing Local Groundwater

In addition to the requirements outlined in §715.3.02, Applicants requesting approval to utilize one or more individual private water wells using Local Groundwater to serve the proposed development shall construct at least two wells (one test well and one monitor well). Use of existing wells will be permitted if the wells fully meet these regulations. Well analyses shall be performed by a Texas licensed professional engineer or Texas licensed professional geoscientist, qualified to perform the hydrogeological testing, geophysical well logging and aquifer pump testing. The following information shall be provided to Commissioners Court for each well tested.

- (A) Identify the hydrogeologic formation by well driller’s log and approved geophysical logging methods. Provide a map and list of all known wells within 1,000 feet of the proposed subdivision boundaries (or a distance where measurable drawdown effects from the proposed subdivision well are expected). Each well is to be located by latitude and longitude.
- (B) The Certification of Groundwater Availability For Platting Form as required by the TCEQ rules on Groundwater Availability Certification for Platting at 30 Tex. Admin. Code Section 230.3. The Department shall require an applicant to submit any engineering calculations, studies or other data supporting the statements contained in the Certification of Groundwater Availability For Platting Form.

Individuals marketing the development shall provide each purchaser or renter with a statement describing the extent to which water and wastewater service will be made available, and how and when such service will be made available.

§3.06. Additional Requirements for Subdivisions Served by Individual Water Wells Producing Local Groundwater in Priority Groundwater Management Areas

Applicants requesting approval to utilize individual private water wells producing Local Groundwater to serve proposed new development in a Priority Groundwater Management Area, as that term is defined by the Texas Commission on Environmental Quality, shall be subject to the following additional requirements:

- (A) The person preparing the groundwater availability certification shall document that they obtained available information on historical water levels and known water wells from the applicable Groundwater Conservation District.
- (B) The person preparing the groundwater availability certification shall perform a walking receptor survey around the perimeter of the Subject Property to identify the visual location of apparent undocumented water wells and to visually confirm the presence of documented water wells within five hundred (500) feet of the boundaries of the subject property.
- (C) The person preparing the groundwater availability certification shall estimate the average annual recharge (per acre) in the vicinity of the Subject Property using a Groundwater Availability Model (GAM) reviewed and approved by the Texas Water Development Board.

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- (D) The person preparing the groundwater availability certification shall utilize the estimated annual average recharge rates (developed under §715.3.06.C) to determine the total estimated annual recharge for the footprint area of the Subject Property. The estimated annual recharge for the Subject property shall be compared to the projected annual groundwater withdrawal, to assess whether the projected withdrawal exceeds the estimated recharge. For developments where the projected withdrawal exceeds estimated recharge, the Applicant shall take one or more of the following steps:
- (3) Comply with the minimum lot size requirement of 6.00 acres, as presented in Table 705.05.01;
 - (4) Provide a supplemental demonstration of water availability based on an Other Water Supply System and prorate the minimum lot size requirement using 6.00 acres for the percentage provided by Local Groundwater and the otherwise applicable value from Table 705.05.01 for the Other Water Supply System; or,
 - (5) Subject to the requirements of §715.3.06(F), secure the future development rights for currently undeveloped property in a quantity sufficient to balance the groundwater withdrawal for the Subject Property with overall recharge from the Subject Property and other property, and provide Written Notice, as outlined in Chapter 701, to the owners of all proximate property for which a groundwater well is documented or discovered during the walking receptor survey and the owners of any other documented well within one-quarter mile of the Subject Property, that the projected groundwater use for the proposed development is being offset through the acquisition of additional property. The Department shall make available to the public standardized notice language for this purpose.
- (E) For developments where the availability of groundwater is limited to less than the flow required to support fully developed conditions, the Applicant shall include in the Water and Wastewater Service Plan the procedures to be utilized to limit groundwater withdrawal to the certified available quantity.
- (F) Property outside the Subject Property that is used for the purpose of balancing the groundwater withdrawal for the Subject Property shall comply with the following conditions:
- (6) Eligible additional property must recharge to the same aquifer zone as the Subject Property and be within the same PGMA.
 - (7) All such additional property shall be subject to a conservation easement or equivalent legal mechanism structured to prohibit in perpetuity its future subdivision or development. The easement or instrument shall be granted to the public and shall be held by the County or other non-profit legal entity recognized by the County as custodian for the County. Such easement or instrument shall be in such form and under such conditions as are acceptable to the County.
 - (8) For properties located within the jurisdiction of public entities having zoning authority, the Applicant shall provide documentation that the zoning for the additional property is "agricultural", "open space" or other equivalent zoning that allows little to no development of the additional property.

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- (9) The additional property shall either be contiguous to the Subject Property or located within five (5) miles of the Subject Property.
- (10) Additional property that is contiguous to the Subject Property may be considered as providing the same recharge as the Subject Property.
- (11) Additional property that is not contiguous but is located within five (5) miles of the Subject Property shall be considered as providing seventy five percent (75%) of the recharge provided by the Subject Property.
- (12) In instances where the Applicant proposes to secure the development rights from a property (the originating property) that is outside the jurisdiction of the County and within the jurisdiction of one or more local governmental entities, the Applicant must provide documentation of the written approval of the transfer from each such local governmental entity with jurisdiction over the originating property.

§3.07. Water Availability Demonstrations Utilizing a new TCEQ public water supply system:

In addition to the requirements outlined in §715.3.02, Applicants proposing to serve a development through a new public water supply system shall include the following information in the Water and Wastewater Service Plan:

- (A) If water service is to be provided by a municipal utility district or other special purpose district that has not been created as of the filing of the Preliminary Plan, a detailed description of the proposed district boundaries, a timetable for creation of the district, and identification of the proposed organization of the district.
- (B) Prior to the final approval of the development (e.g. the final plat or the Infrastructure Development Plan), the Applicant shall supply a letter to the Department from the water service provider certifying that they have the authority to provide water service; that there will be sufficient capacity to serve all phases of the proposed development; and that all required agreements have been executed.
- (C) Within ten (10) working days of receiving this supply letter, the Department shall notify in writing all governmental entities which the Department has record of having jurisdiction over any aspect of water supply to the proposed development requesting their comments on the letter. In instances where the water service provider does not own or otherwise control the source(s) of supply, the Department may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s) in addition to the information required to be provided by the water service provider. The Department shall include in any Development Authorization a Special Provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed development. Any disputes between the Applicant, water service provider and other governmental jurisdictions shall be heard by the Commissioners Court.
- (D) For developments within the jurisdiction of a Groundwater Conservation District that utilize groundwater in their demonstration, a formal groundwater availability analysis, in accordance with 30 TAC 230, shall be completed, along with a statement acknowledging that all applicable requirements of the GCD will be met.

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§3.08. Water Availability Demonstrations Utilizing an existing TCEQ-permitted public water supply:

If wholesale or retail water service is to be provided by an existing water utility or other existing water service provider, an applicant shall submit a written statement from the existing provider containing the following:

- (A) A description of the authority of the existing provider to serve the proposed phase of development.
- (B) A statement as to whether the existing provider has available capacity to serve the proposed phase of development, including a statement describing the level of fire protection afforded to the proposed phase(s) of the development.
- (C) A description of the type of water service to be provided (wholesale or retail) and a timetable for the providing of such service to the proposed development.
- (D) Identification of any anticipated water supply or service agreements that will need to be executed prior to the provision of service.
- (E) Prior to the final approval of the development (e.g. the final plat or the Infrastructure Development Plan), the applicant shall supply a letter to the Department from the utility provider certifying that they have the authority to provide water service; that there will be sufficient capacity to serve all phases of the proposed development; and that all required agreements have been executed.
- (F) Within ten (10) working days of receiving this supply letter, the Department shall notify in writing all governmental entities which the Department has record of having jurisdiction over any aspect of water supply to the proposed development requesting their comments on the letter. In instances where the water service provider does not own or otherwise control the source(s) of supply, the Department may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s) in addition to the information required to be provided by the water service provider. The Department shall include in any Development Authorization a Special Provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed development. Any disputes between the Applicant, water service provider and other governmental jurisdictions shall be heard by the Commissioners Court.

§3.09. Water Availability Demonstrations Utilizing Rainwater Harvesting

In addition to the requirements outlined in §715.3.02, Applicants proposing to serve a development through rainwater harvesting shall include the following information in the Water and Wastewater Service Plan:

- (A) Estimates of the water availability from rainwater harvesting shall be based upon the "The Texas Manual on Rainwater Harvesting", published by the Texas Water Development Board, or other industry standard sources acceptable to the Department.
- (B) Water demand estimates for demonstrations involving rainwater harvesting, including demonstrations utilizing multiple water sources, may not be lower than the largest value of the following:

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- (13) The maximum water usage rates for "water conserving households" identified by the American Water Works Association, "Residential End Uses of Water";
 - (14) A total of forty five (45) gallons per person per day;
 - (15) A total of one hundred fifty (150) gallons per dwelling unit per day.
- (C) The Water and Wastewater Service Plan shall include a standardized design for a rainwater harvesting system, prepared by a Texas licensed professional engineer, using design parameters applicable to the location of the Subject Property. This standardized design shall be based on a prototype representative of actual conditions anticipated to be present in the proposed development, including typical structure sizes and materials of construction. The standardized design shall include schematic plans, drawings and descriptions for the various component parts of the prototype system, and shall include any minimum requirements (e.g. minimum storage tank sizes) and appropriate adjustment factors to be used for each component to account for the range of differing sizes and configurations of structures anticipated to be present in the proposed development.
 - (D) The Water and Wastewater Service Plan shall include a standardized operations and maintenance plan for a rainwater harvesting system, prepared by a Texas licensed professional engineer. This operating and maintenance plan shall be based on the prototypical design and shall describe in detail the operating and maintenance requirements for each component of the prototypical rainwater harvesting system.
 - (E) The Water and Wastewater Service Plan shall clearly identify any water conservation measures and use limitations used in estimating the water demand and shall include the provisions to be utilized to ensure that the end users of the rainwater harvesting systems are aware of the need to follow these restrictions.
 - (F) Where rainwater harvesting constitutes the sole source of water supply for the development, the Applicant shall incorporate sufficient restrictions (including deed restrictions and plat notes) into the development documents to ensure that subsequent owners or users of the property do not install or utilize groundwater wells, until an updated water availability demonstration is approved documenting sufficient groundwater is available.

ATTACHMENT "A"**CHAPTER 721 - ROADWAY STANDARDS*****Sub-Chapter 1 - Applicability*****§1.01. Applicability**

This Chapter shall govern the following items related to Regulated Roadways within the County:

- (A) The design and construction of all Regulated Roadways as defined in Chapter 701.
- (B) The minimum roadway widths and building set back lines for Regulated Roadways.

§1.02. Legal Authority

Legal Authority for adopting and enforcing the regulations in this Chapter is granted to the County under TLGC in Chapters 231, 232 and 234, and under the Texas Transportation Code (TTC) Chapters 251, 286 and 545.

§1.03. Approval Required

Approval of the Commissioners Court is required prior acceptance by the County of Regulated Roadways. Separate approval is required under Chapter 751 for any use of existing County facilities, including roadway rights-of-way, which are not part of the Application for a Development Authorization.

Sub-Chapter 2 - Roadway Classifications**§2.01. Basis for Classification**

Regulated Roadways shall be classified based on the criteria established in "A Policy on Geometric Design of Highways and Streets", latest edition, as developed by the American Association of State Highway and Transportation Officials (AASHTO). For the purposes of these Regulations, regulated roadways shall be designed to handle the average daily traffic (ADT) estimated to occur for a period of twenty (20) years following completion of construction of the roadway, with the pavement sections and widths required to accommodate the design ADT at the applicable speed limits adopted by the County. At a minimum, pavement sections and widths shall conform to the suggested minimum requirements established by AASHTO for the specified classification of roadway. Roadways shall also be classified under TTC Chapter 251. Roadway classification information is included in Table 721.02.

§2.02. Country Lane

A Country Lane shall be a one or two lane paved roadway, without improved shoulders, and considered a Special Purpose Road with a design capacity of up to 100 ADT in accordance with AASHTO design standards, and third-class roadways in accordance with TTC Chapter 251.

§2.03. Local Roadway

A Local Roadway shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Local Rural Road with a design capacity of between 101 and 1,000 ADT in accordance with AASHTO design standards, and third-class roadways in accordance with TTC Chapter 251.

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§2.04. Urbanized Local Roadway

An Urbanized Local Roadway shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Special Purpose Road with a design capacity of up to 1,000 ADT in accordance with AASHTO design standards and third-class roadways in accordance with TTC Chapter 251.

§2.05. Minor Collector

A Minor Collector shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Rural Collector with a design capacity of 1,001 to 2,500 ADT in accordance with AASHTO design standards, and may be either second-class or third-class roadways in accordance with TTC Chapter 251.

§2.06. Major Collector

A Major Collector shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Collector with a design capacity of 2,501 to 5,000 ADT in accordance with AASHTO design standards, and may be either first-class or second-class roadways in accordance with TTC Chapter 251.

§2.07. Minor Arterial

A Minor Arterial shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Arterial with a design capacity of 5,001 to 15,000 ADT in accordance with AASHTO design standards, and may be either second-class or third-class roadways in accordance with TTC Chapter 251.

§2.08. Major Arterial

A Major Arterial shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Arterial with a design capacity of greater than 15,000 ADT in accordance with AASHTO design standards, and may be either first-class or second-class roadways in accordance with TTC Chapter 251.

Sub-Chapter 3 - Public Roadways

§3.01. Dedication to Public

Any dedication of a roadway to the County for public use shall be accomplished using one of the methods allowed under Chapter 701, Subchapter 11. No dedication shall be effective until the record document is recorded. In no event shall any private lot extend into a dedicated public roadway.

§3.02. Publicly Maintained and Dedicated Roadways

Roadways dedicated to the public (Public Roadways) shall be required in all developments approved under these Regulations, except those satisfying the criteria for private roadways, as set forth below. All such Public Roadways shall be paved and shall be Regulated Roadways designed and constructed in accordance with the specifications set forth in Chapter 721, Subchapter 5. The boundary lines of all subdivision Lots fronting onto a publicly dedicated right-of-way shall be contiguous with the boundary of the right-of-way.

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§3.03. Construction of Public Roadways

Public Roadways shall be considered public infrastructure, subject to the requirements of Chapter 731. Unless interim authorization for construction is obtained under Chapter 731, construction of public roadways shall not commence until such time as a Development Authorization has been issued by the County on an Application filed under these Regulations.

§3.04. Connections to Public Roadways under the Jurisdiction of Other Entities

Certain Regulated Roadways and appurtenances governed by these Regulations may require connection to or construction on or within the right-of-way of public roadways under the jurisdiction of other public entities, including the Texas Department of Transportation (TXDOT), or any other authorized state or federal government entity. All construction and access to these roadways conducted in conjunction with a development authorized under these Regulations shall comply with the requirements of the entity having jurisdiction over the affected public roadway.

Sub-Chapter 4 - Private Roadways

§4.01. General Requirements for Private Roadways

All private roadways qualifying as Regulated Roadways (Regulated Private Roadways) shall be designed and constructed in accordance with the standards in Chapter 721, Subchapter 5 for Public Roadways. All Regulated Private Roadways shall have a surface suitable for all-weather access to all portions of the proposed development served by such Regulated Private Roadway.

§4.02. Criteria for Determining Private Roadway Status

Regulated Private Roadways shall be permitted only in conjunction with a development approved under these Regulations if they satisfy each of the following criteria:

- (A) The person(s) responsible for the operation and maintenance of the Regulated Private Roadway has executed an agreement with the Commissioners Court acknowledging responsibility for such operation and maintenance;
- (B) The executed agreement includes financial assurance, as required by the Commissioners Court; and,
- (C) Lots within the development served by the Regulated Private Roadway shall have an average size greater than 5 acres; or.

The Commissioners Court has entered into an approved Development Agreement with the Owner or Permittee regarding the development of a master-planned community of no fewer than fifty (50) residential Lots.

§4.03. General Requirements for Maintenance of Private Roadways

Development Authorizations that include the use of Regulated Private Roadways shall be subject to a maintenance agreement with the County. The person(s) responsible for maintenance under the agreement may be the Owner of the Subject Property, the Permittee, or another person or entity acceptable to the County. The following provisions apply to Regulated Private Roadways:

- (A) The following note shall be conspicuously displayed on the Record Documents filed in conjunction with the Development Authorization:

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[Owner], by filing this Record Document, and all future owners of this property, by purchasing such property, acknowledge and agree that Hays County shall have no obligation whatsoever to repair or accept maintenance of the roadways shown on this approved development plan until and unless [Owner] and/or the property occupants or tenants have improved the roadways to the then current standards required by Hays County and the roadways have been accepted for maintenance by formal, written action of the County Commissioners Court and the roadways, with all required right-of-way and building setbacks, have been dedicated by the owners thereof, and accepted by the County, as public roadways. [Owner] and all future owners of property within the limits of the approved development plan shall look solely to the [Owner or Entity entering into Maintenance Agreement with the County] for future maintenance and repair of the roadways included in this development plan; and

- (B) Any restrictive covenants establishing a responsibility for roadway operation and maintenance shall be placed on record concurrently with the recording of the Record Documents.
- (C) Regulated Private Roadways shall be operated and maintained to allow unrestricted ingress/egress by the occupants of the property and service providers, including emergency services. The maintenance agreement with the County shall include enforcement provisions for Regulated Private Roadways that are not properly operated and maintained.

§4.04. Additional Requirements for Private Roadways to be Maintained by an Association

Concurrently with the filing of an Application for a Development Authorization that will include Regulated Private Roadways, the Applicant shall submit the following:

- (A) Ready-for-execution copies of the articles of incorporation and bylaws of the homeowners or property owners association; and,
- (B) The minimum annual assessments that will be imposed upon members of the association.

Sub-Chapter 5 - Standards for Regulated Roadways

§5.01. Applicability

Regulated Roadways are defined in Chapter 701, and include all roadways associated with an Application for a Development Authorization under these Regulations, including existing public roadways that are being connected or modified to accommodate the effects of a proposed development, new roadways dedicated to the public as part of a Development Authorization, new private roadways, shared access easements, and shared access driveways used for emergency services access as a part of a Development Authorization, and driveways, utilities, storm water management facilities or other facilities within the right-of-way of a Regulated Roadway.

§5.02. Design Requirements

All Regulated Roadways and related improvements shall be designed and installed so as to provide, to the maximum extent feasible, a logical system of utilities, drainage and roadways and

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to permit continuity of improvements to adjacent properties. A Roadway Design Report, prepared by a Texas licensed professional engineer, certifying compliance with these Regulations and other applicable standards shall be prepared and submitted with the Application.

§5.03. Minimum Rights of Way and Building Setbacks

All Regulated Roadways shall comply with the established minimum right-of-way widths and building setback lines based on the roadway classification. Above-grade construction is prohibited within the established building setback lines. Building setback lines apply on each side of a Regulated Roadway. The established minimum right-of-way widths and building setback lines are presented in Table 721.02, below.

§5.04. Design and Construction Standards

- (A) The classification and construction standards for all Regulated Roadways shall be determined according to the Average Daily Traffic anticipated for the roadways. The Roadway Design Report shall include estimates of the Average Daily Traffic (ADT) before and after the proposed development. The methodology for estimating ADT shall be based on recognized industry standards, including those utilized by the Texas Department of Transportation (TXDOT) and AASHTO. The post-development ADT shall be based on the maximum number of Lots that would be permitted in the approved development plan.
- (B) The geometric requirements for Regulated Roadways shall be identified in the Roadway Design Report and shall be designed to accommodate the design ADT of the roadway. The minimum geometric standards for Regulated Roadways are summarized in Table 721.02.
- (C) The design and construction of all Regulated Roadways shall conform to the Hays County Specifications for Paving and Drainage Improvements, as adopted by the Department, and shall include all necessary improvements, including necessary signage and traffic control devices. All signage and traffic control devices shall conform to the "Texas Manual of Uniform Traffic Control Devices," latest edition, as adopted by TXDOT. Speed bumps are not authorized as traffic control devices on Public Roadways. Pedestrian elements (e.g. sidewalks, crosswalks, access ramps, etc.) for projects in Public Roadways shall comply with the accessibility requirements of the Texas Department of Licensing and Regulation (TDLR), and if required, shall be submitted to TDLR for review and approval.
- (D) Incentive for Lots Larger than Five Acres. As an incentive to developers to create lots larger than five acres and to reduce their associated development costs, Country Lane roadways may be constructed, without calculation of the Average Daily Traffic, if all Lots with frontage or access onto the roadway are (i) larger than five acres in size, (ii) restricted by a note on the Record Document limiting development to one single family dwelling unit per Lot and prohibiting TCEQ Regulated Development, and (iii) the application is approved by the Department.
- (E) Incentives for Bicycle Paths and Lanes. If portions of a Local Roadway or Minor Collector are set aside and appropriately designated for the use of bicycles (or a separate bike path is constructed parallel to the roadway), then the amount of right-of-way dedicated to such bicycle use shall be credited against the width of required shoulders and

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the Department may reduce the estimated Average Daily Traffic per Lot in determining the design criteria for the roadway served by the bicycle path/lane, in an amount determined appropriate by the Department.

- (F) Clearance of Right-of-Way. Upon request by the Owner, the Department shall, to the extent it is safe and prudent to do so, permit preservation of trees of greater than ten inches (10") in diameter, measured one foot from the ground (or the replanting of trees by the Owner), within rights of way of roadways classified as Country Lanes, Local Roadways and Minor Collectors, with greater preservation of trees permitted along roadways with the lower design speed. The Owner shall be responsible for affixing reflectors or other safety devices to any trees preserved within the right-of-way.

§5.05. Access to Regulated Roadways

Except with respect to Lots served by Shared Access Driveways, each Lot shall have the minimum direct frontage onto a Regulated Roadway set forth below and Driveways shall be spaced no closer than the minimum space intervals set forth below, depending on the classification of road onto which the Lot has frontage and the driveway has access. All such driveways shall conform to the Hays County Driveway Specifications, as adopted by the Department.

- (A) Incentive for Qualifying Lots. Qualifying Lots will be exempt from the minimum lot frontage and driveway spacing requirements specified above if approved by the Department and Commissioners Court with due regard to safety concerns. A Qualifying Lot is any Lot that (i) is restricted by plat note to development of a single family residence, (ii) has direct access onto a Regulated Roadway and (iii) satisfies the minimum Lot size requirements set forth in these Regulations either through actual lot size or lot size averaging.
- (B) Flag Lots. Flag lots shall generally not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination.

§5.06. Commercial Driveways

Driveways serving commercial development shall be spaced at the minimum intervals of one hundred fifty feet (150'). Joint-use driveways may be utilized in situations that limit the number of driveway access permits that are issued by either the State of Texas or Hays County to a public roadway, or where safety concerns provide a satisfactory explanation for its use.

§5.07. Shared Access Driveways

Up to one (1) Lot without independent access to a Regulated Roadway may obtain access to a Regulated Roadway by means of a Shared Access Driveway if approved by the Commissioners Court. An additional two (2) Lots having independent access to a Regulated Roadway may also share the use of the Shared Access Driveway. Shared Access Driveways are intended as a means to provide flexibility in the development process, preserve the rural character of the land and avoid excessive infrastructure costs when such costs would provide little or no social benefit. Shared Access Driveways are not intended to serve as a substitute for interior roads. Excessive

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use of Shared Access Driveways will not be permitted. Any application proposing shared access driveways shall also satisfy the following requirements:

- (A) A plat note must be conspicuously displayed on the plat stating:
- (16) All lots served by a Shared Access Driveway are restricted to one single family residence per lot and if any other Development of a Dwelling Unit occurs on any of the Lots obtaining access through the Shared Access Driveway, then such new Dwelling Unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
 - (17) The owners of the Single Family Residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
- (B) Each of the Lots sharing the use of the Shared Access Driveway shall hold equal, indivisible and unrestricted rights in the Shared Access Driveway, which rights shall be established by recorded easement and the easement shall run with the land of each of the benefited Lots. The easement instrument shall clearly state each Lot's pro rata responsibility with respect to future maintenance or repairs of the Shared Access Driveway.
- (C) The Shared Access Driveway shall be no longer than one quarter mile in length and must have a minimum distance of (a) 200 feet from any other driveway entering onto the Regulated Roadway and (b) 500 feet from any other Shared Access Driveway.
- (D) The Shared Access Driveway shall have a name or designation approved by the County "911" Coordinator and a separate "911" address shall be established as for each Lot which relies on a Shared Access Driveway for access.
- (E) Up to three (3) Lots not having independent access to a Regulated Roadway may share a Shared Access Driveway with up to two (2) Lots having independent access to a Regulated Roadway if all other requirements of this are met and all Lots using or adjacent to the Shared Access Driveway are larger than five acres in size and restricted by Plat note limiting development to one single family residence per Lot and prohibiting TCEQ Regulated Development.

§5.08. Coordination with "911" Addressing System

If not previously established, all Applications for Development Authorization submitted to the County that include a new or altered Regulated Roadway, shared access easement, or a shared access driveway shall obtain approval for the names and/or designations for such roadways, easements or driveways from the County "911" Coordinator, in accordance with Chapter 701, Subchapter 16. The Applicant shall also establish a "911" address for all lots or components of the development served by a Regulated Roadway, shared access easement or shared access driveway associated with that development, in accordance with Chapter 701, Subchapter 16.

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§5.09. Speed Limits for Regulated Roadways

- (A) If not previously established, all Applications for Development Authorization submitted to the County that include a new or altered Regulated Roadway, shared access easement, or a shared access driveway shall establish an appropriate maximum speed limit for such roadways, easements or driveways. Such established maximum speed limits shall not be greater than the maximum speed limits authorized under TTC Chapter 545.352 but shall not be less than the lower maximum speed limits authorized under TTC Chapter 545.355 for the specific type of roadway under consideration. For roadways with speed limits that are established at less than the maximum speed limits authorized under TTC Chapter 545.352, the Roadway Design Report shall include an explanation of the reasons for the reduced maximum speed limits.
- (B) Speed limits shall not take effect until such time as the County approves and issues the Development Authorization under which those speed limits were established and signage indicating the established speed limit(s) is actually posted along the roadway.

§5.10. Construction Quality Assurance for Regulated Roadways.

The Permittee shall submit document all required inspections and tests at the completion of each phase of construction of the roadway. Construction Quality Assurance testing shall comply with the following:

- (A) Tests on all components of the pavement system, including plasticity index, tests for compacted density, depth of base, distribution of asphalt, and other quality assurance tests required by the County's adopted roadway construction specifications.
- (B) It is the responsibility of the Permittee to coordinate all inspections and laboratory tests with the Department and not to proceed with construction until proper inspections and tests have been obtained.
- (C) Any laboratory tests and test holes shall be at the expense of the Permittee.
- (D) In no event will any subsequent component be placed on the roadway until the underlying components have been approved in writing by the Department.

ATTACHMENT "A"**Table 721.01 – Design Requirements Based on Roadway Classification**

Functional Classification	Country Lane	Local Roadway	Urbanized Local Roadway	Minor Collector	Major Collector	Minor Arterial	Major Arterial
AASHTO Classification	Special Purpose	Local Rural	Special Purpose	Rural Collector	Rural Collector	Rural Arterial	Rural/Urban Arterial
Average Daily Traffic (ADT - one way trips*)	Not more than 100	101-1000	Not more than 1000	1001-2500	2501-5000	5001-15000	More than 15,000
Design Speed (mph)	25 mph	25 mph	25 mph	35 mph	45 mph	55mph	**
No. of Travel Lanes	2	2	2	2	2	4	**
Turn Lanes	No	No	No	No	**	**	**
Min. ROW Width (ft)	50	60	40	60	80	100	**
Building Setback (ft)	10	25	10	25	50	50	50
Width of Travelway (ft)	18	20	18	22	24	48	**
Width of Shoulders (ft)	2	4	2	5	6	8	**
Minimum Centerline Radius (ft)	200	300	200	375	675	975	**
Min. Tangent Length between Reverse or Compound Curves (ft)	50	100	50	150	300	500	**
Min. Radius for Edge of Pavement at Intersections (ft)	25	25	25	25	25	25	**
Intersection Street Angle Range	80-100	80-100	80-100	80-100	80-100	80-100	**

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(degrees)							
Max. Grade (%):	11	11	10	10	9	8	**
Min. Street Centerline offset at Adjacent Intersections (ft)	110	125	110	125	125	125	**
Min. Stopping Sight Distance (ft)	175	175	175	250	350	550	**
Min. Intersection Sight Distance (ft)	250	250	250	350	450	550	**
Ditch Foreslope Grade	4:01	4:01	4:01	5:01	5:01	6:01	**
Ditch Backslope Grade	3:01	3:01	3:01	4:01	4:01	4:01	**
Min. Cul-de-sac ROW/ Pavement Radius (ft)	70/45	70/45	70/45	70/45	N/A	N/A	N/A
Min. "T" End ROW/ Pavement Length (ft)	80/65	80/65	80/65	N/A	N/A	N/A	N/A
Min. "T" End ROW/ Pavement Width & Radius (ft)***	40/20	40/20	40/20	N/A	N/A	N/A	N/A
Min. Lot Frontage (ft)	30	50	30	100	150	150	150
Min. Drive Spacing (ft)	50	50	50	75	120	120	120

Notes:

* ADT shall be based on an average of 10 one-way trips per dwelling unit per day for residential lots. ADT calculations for commercial or other lots shall approved by the Department on a case-by-case basis.

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** Noted elements shall be approved by the County Engineer on a case-by-case basis.

*** "T" End Designs must conform to minimum AASHTO Standards

AASHTO – American Association of State Highway and Transportation Officials

Building Setback – Minimum building setback, in feet, applicable to each side of the roadway

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CHAPTER 735 - FLOOD DAMAGE PREVENTION
Sub-Chapter 5 - Provisions for Flood Hazard Reduction

§5.03. Standards for Subdivision Proposals

- (A) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with this Chapter, and shall be approved by the County Floodplain Administrator prior to issuance of the Development Authorization by the County. Plat specifications and details for submission will be governed by Chapter 705 and other applicable provisions of these Regulations.
- (B) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet the requirements this Chapter.
- (C) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is are greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to this Chapter.
- (D) All subdivision plats shall have the Floodplain and Floodway clearly delineated on the plat and, where appropriate, shall have the lowest floor elevations for all lots located within Flood Hazard Areas.
- (E) All subdivision Applications including the placement of manufactured home parks and subdivisions shall include provisions for adequate drainage as required under Chapter 725, to reduce exposure to flood hazards.
- (F) All subdivision Applications including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (G) All subdivision Applications which include land which is encroached by areas of special flood hazard, must include the placement of a permanent benchmark indicating the elevation relative to mean sea level. The benchmark must be located within the platted property, and must be indicated on the subdivision plat.

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**ORDER ADOPTING RULES OF HAYS COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES**

Section 10. AMENDMENTS.

The County of Hays, Texas, wishing to adopt more stringent Rules for its On-Site Sewage Facilities, understands that the more stringent local Rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirements if local rules provide greater public health and safety protection. Listed below are the more stringent Rules adopted by Hays County, Texas.

A. Definitions.

The following terms shall have the corresponding meaning:

1. Dwelling Unit Equivalent – An estimated quantity of wastewater from a non-residential source that is equivalent to that generated from a three (3) bedroom residential dwelling unit, or 300 gallons per day, whichever is greater.
2. Qualified OSSF Inspector – An individual with a current license from the TCEQ as an Installer or a Maintenance Provider, as those terms are defined under 30 TAC Chapter 285 who also holds a current National Association of Wastewater Transporters (NAWT) or National Sanitation Foundation (NSF) certification as an on-site sewage facility inspector within one year of the effective date of these rules. Texas licensed professional engineers and Texas registered sanitarians may also inspect existing OSSFs, subject to the requirements of 30 TAC Chapter 285.
3. Department – Hays County Development Services Division
4. Groundwater Supply System – Any water supply system that obtains greater than one-third of its overall supply from Groundwater. This classification of water supply systems is further subdivided into Public Groundwater Supply Systems and Private Groundwater Supply Systems. Public Groundwater Supply Systems are any systems designated a Public Water System by the Texas Commission on Environmental Quality. Private Groundwater Supply Systems are any systems that do not qualify as a Public Groundwater Supply System, including, but not limited to, individual water supply wells.
5. Surface or Rainwater Collection System – A water supply system in which greater than two-thirds of the total water obtained is from a “surface” source, rainwater collection, or groundwater from an aquifer that is located entirely outside of Hays County. In the event any water supply system relies on Groundwater for greater than one-third, but not more than one-half, of its total water supply, the Commissioners Court may, on a case-by-case basis, approve an application to consider such water supply system to be a “Surface or Rainwater Collection System.”
6. Private Well – Any water well other than a Public Well. This definition includes Non-Public Local Groundwater Supply Systems which are Local Groundwater Supply

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Systems that do not qualify as a Public Local Groundwater Supply System, including, but not limited to individual water supply wells.

7. Public Well – A water well providing piped water for human consumption and defined as a "Community Water System" or a "Public Water System" under Chapter 290 of the Texas Administrative Code.
8. Rainwater Harvesting System – An individual potable water supply system approved by the Department and having rainwater as its source and designed to provide for any or all of the domestic water requirements, including irrigation.

D. Facility Planning

All of the terms and provisions of 30 TAC §285.4 are incorporated within the Rules of Hays County except as expressly amended below.

1. Land Planning, Site Evaluation and Minimum Lot Sizing. The following requirements shall apply to all lots on which an OSSF is to be utilized:
 - (A) A platted or unplatted single family residential lot shall have a surface area of at least the acreage designated in Table 10-1 below.
 - (B) Small Multi-Unit Residential Developments. Multi-unit residential developments with four or fewer individual dwelling units, including duplexes, may utilize lots smaller than the acreages set forth in Table 10-1, provided:
 - (1) site specific evaluation materials, for a central system or individual systems, are prepared by a Texas licensed professional engineer or a Texas registered professional sanitarian and submitted to the Department for review and approval; and,
 - (2) there is no more than one (1) dwelling unit for each TCEQ minimum lot acreage and no more than two (2) dwelling units for each minimum lot size as designated in Table 10-1 below.
 - (C) Other Multi-unit Residential Developments and Non-Residential Developments. Platted or unplatted lots used for multi-unit residential developments with more than four dwelling units, including apartment complexes, groups of rental dwelling units and lots used for non-residential purposes (e.g. office, commercial, industrial or institutional uses) producing domestic wastewater:
 - (1) shall have a minimum lot size of 1.0 acres and a total surface acreage of at least one (1) acre for each dwelling unit equivalent (DUE) per day; and,
 - (2) the on-site sewage facilities for these developments shall be designed based on site specific evaluation materials.
 - (D) OSSFs serving Manufactured Home Rental Communities and Recreational Vehicle Parks where spaces are rented or leased and are not subdivided for

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individual sale may be designed in accordance with Subsection (1)(C) above of this Section D.

- (E) Condominium Complexes. Condominium complexes utilizing on-site sewage facilities shall meet the following requirements:
- (1) The Owner applying for the OSSF permit shall identify the person who will be legally responsible for compliance with all applicable OSSF requirements. The application for OSSF permit shall include a sworn (notarized) statement from such legally responsible person attesting that such person accepts full legal responsibility for compliance with all applicable OSSF requirements. In the event the designated legally responsible party fails or refuses to comply with any applicable OSSF requirements, the Department may institute appropriate enforcement action against that person, or against one or more of the following parties who the Department determines to be responsible for the noncompliance: (i) the owner or manager of the condominium complex; (ii) the owner of one or more individual condominium units; (iii) the legally constituted condominium owners association for that condominium; (iv) a maintenance company/provider contracted to provide maintenance for the noncompliant OSSF.
 - (2) All requirements set forth in this Section D apply to condominium complexes.
 - (3) Each individual condominium unit shall be equipped with a flow meter capable of measuring the wastewater flow from that unit or a flow meter capable of measuring the water usage for that unit.
 - (4) Maintenance of the OSSF for a condominium complex is subject to the applicable maintenance, testing and reporting requirements of TCEQ's Chapter 285 Rules and all maintenance shall be provided by a Maintenance Company/Provider registered with TCEQ under such rules.
- (F) Where multiple sources of water apply to one lot, the larger of the two (2) minimum lot sizes shall govern.
- (G) In instances where the actual design of the OSSF system proposed for use dictates a larger minimum lot size required, such larger minimum lot size shall apply.
2. Lot Size Averaging. Only platted development may take advantage of these averaging provisions. The minimum acreage requirements set forth in Table 10-1 below may be obtained by averaging the size of all Lots within a platted development so long as the only Lots with acreage exceeding the minimum set forth in such table that may be included in the averaging calculation shall be:
- (A) Lots reserved by plat note for use as parkland or open space, or a private greenbelt in which all owners or residents of the subdivision hold an equal, unrestricted and indivisible right of access and use; or,

ATTACHMENT "A"

- (B) Lots larger than five acres restricted by a plat note prohibiting all development other than one Single Family Residence or other development excluded from the term "Regulated Activities" under the Edwards Aquifer Rules of the TCEQ (30 TAC Chapter 213), but without regard to the aquifer over which the development occurs.
3. Notwithstanding the averaging allowed above or anything else to the contrary in this Order, no on-site sewage facility shall be permitted on any Lot smaller than the minimum lot size permitted under Chapter 366 of the Texas Health and Safety Code and the TCEQ Regulations promulgated thereunder (30 TAC Chapter 285).

Table 10-1 – Minimum Lot Sizes (in Acres) for OSSFs

Location	Water Service	Advanced	Conventional	TCEQ Min.
EARZ [1]	Surface or Rainwater Collection System	1.50	2.00	1.00 [4]
EARZ	Public Groundwater Supply System[2,8]	2.50	4.50	1.00 [4]
EARZ	Private Well	3.00	5.00	1.00 [4,6]
EACZ [3]	Surface or Rainwater Collection System	1.00	1.50	0.50 [5]
EACZ	Public Groundwater Supply System	1.50	2.50	0.50 [5]
EACZ	Private Well	2.00 6.00[8]	3.00 6.00[8]	1.00 [6]
Any Other	Surface or Rainwater Collection System	0.50 1.00 [7]	1.00	0.50 [5] 1.00 [6]
Any Other	Public Groundwater Supply System	1.00	1.50	0.50 [5]
Any Other	Private Well	1.50 6.00[8]	2.00 6.00[8]	1.00 [6]

Notes:

1. Edwards Aquifer Recharge Zone as defined in 30 TAC §213
2. A Public System is a Public Water System as defined in 30 TAC §290
3. Edwards Aquifer Contributing Zone as defined in 30 TAC §213
4. TCEQ Minimum lot size as per 30 TAC §285.40(c)
5. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(A)
6. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(B)
7. Minimum lot size for use of surface application system as per 30 TAC §285.33(d)(2)
8. Applicable to new subdivisions and Manufactured Home Rental Communities served by individual private water wells located within the Priority Groundwater Management Area as defined by Texas Commission on Environmental Quality and required to demonstrate water availability as required by Hays County under the authority granted to the County under the Texas Water Code and the Texas Local Government Code.

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4. A lot may contain multiple habitable structures and qualify as a single family residential lot if it meets the following criteria:
 - (A) In addition to the primary dwelling unit, the lot may be occupied by additional habitable structures or dwelling units (e.g. garage apartments, pool houses, guest cottages, etc.) with useable floor space less than fifty percent (50%) of the floor space of the primary dwelling unit;
 - (B) The additional habitable structures are not offered for public use or rental; and,
 - (C) All such additional habitable structures are precluded from sale or transfer separate from the primary dwelling unit.

5. Existing small lots or tracts that do not meet the minimum lot size requirements of this section and will serve one single family dwelling may be approved for an OSSF in accordance with the following requirements:
 - (A) Any lot, regardless of the date of platting or subdivision, must be of adequate size to accommodate the proposed system, including an effluent dispersal area that complies with effluent loading requirements of 30 TAC §285.91, Table I, and the system must be designed and operated in accordance with the remaining requirements of 30 TAC §285.
 - (B) For lots or tracts platted or subdivided before March 14, 1977, an OSSF may be permitted on a lot of any size.
 - (C) For lots or tracts platted or subdivided on or after March 14, 1977, but before June 14, 1984, an OSSF may be permitted on a lot of at least twenty thousand (20,000) square feet in size;
 - (D) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997;
 - (1) If the lot has a soil depth of less than four (4) feet to bedrock or to groundwater or if the percolation rate exceeds forty five (45) minutes per one (1) inch, the minimum lot size shall be thirty thousand (30,000) square feet; or,
 - (2) If the lot has both a soil depth of less than four (4) feet to bedrock or to groundwater and a percolation rate exceeding forty five (45) minutes per one (1) inch, the minimum lot size shall be forty thousand (40,000) square feet.
 - (E) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997, an OSSF may be permitted on a lot with a minimum size in compliance with 30 TAC §285.4 or §285.40, as applicable, which meets the requirements of 30 TAC §285.31 and the Hays County Regulations that were in effect at the time.

ATTACHMENT "A"

- (F) For lots or tracts platted or subdivided on or after August 29, 1997, and before the effective date of this Order, an OSSF may be permitted on a lot with a minimum size in compliance with Table 10-1 above, which meets the requirements of 30 TAC §285.31. An exception is the Edwards Aquifer Contributing Zone which only applies to the Barton Springs Segment of the Contributing Zone.

G. Innovative Development

Innovative development, such as "planned unit development" style developments, are encouraged and will be considered on a case by case basis, upon the submission of the following with a preliminary plan application for subdivision approval:

1. Site Evaluation Materials demonstrating that such an innovative development is appropriate in light of lot sizes, soil or other conditions;
2. Site Specific Materials; and,
3. Site Plan to be recorded with Record Plat, which shall state the future development of the Property shall be in accordance with the Site Plan. The Site Plan shall designate the type of development permitted on each Lot, the location of buildings, paved areas, green belts and on-site sewage facilities (including drainage fields) on each Lot; and all other materials required under 285.30 of the Rules, as applicable. As provided in Section 285.6 of the Rules, cluster systems are not authorized.

The Commissioners Court may approve an application for innovative development permitting minimum lot acreage below those required in Table 10-1 upon a finding that the proposed development will provide equivalent protection of the public health and environment as development in accordance with these Regulations and that the lot acreage meet the TCEQ minimum.



Office of General Counsel
Hays County Historic Courthouse
111 East San Antonio Street, Suite 202
San Marcos, Texas 78666
(512) 393-2219
Fax (512) 392-6500

Received
DEC 14 2021
City of Dripping Springs

December 10, 2021

Mayor Bill Foulds, Jr.
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

Re: Termination of 1445 Agreement

Dear Mayor Foulds,

I am writing to provide you with Notice of Termination of the Interlocal Cooperation Agreement between Hays County and The City of Dripping Springs for Subdivision Regulation within the Extraterritorial Jurisdiction of The City of Dripping Springs. Pursuant to that Agreement, the notice must be provided 30 days in advance of termination, so the Effective Date of the termination, by my calculation, will be January 12, 2022.

I anticipate that we will be having conversations about how to “retool” this Agreement to accommodate the City’s current moratorium. As you may know, I have already begun having conversations with Laura Mueller on that topic. I am hopeful that we can substitute a new 1445 Agreement at or around the termination date of the current one.

Sincerely,

Mark D. Kennedy
General Counsel

Cc. Laura Mueller
Michelle Fischer
Walt Smith

ASSIGNMENT AND ASSUMPTION OF
WASTEWATER AND FEE AGREEMENT

8.564 Acres
27110 RR 12
Dripping Springs, TX 78620

THIS ASSIGNMENT AND ASSUMPTION OF WASTEWATER AND FEE AGREEMENT ("Assignment") is made and entered into as of the 19th day of October 2021, by CRTX DEVELOPMENT, LLC, a Texas limited liability company ("Assignor"), DS JOINT VENTURE, LP, a Delaware limited partnership ("Assignee") and THE CITY OF DRIPPING SPRINGS, TEXAS ("City").

WITNESSETH:

WHEREAS, the Assignor is the current holder of a Second Amended and Restated Wastewater Service and Fee Agreement with the City of Dripping Springs, Texas dated September 7, 2021 (the "Agreement"), for the real property being 8.564 acres located at 27110 RR 12, Dripping Springs, Texas 78620 and as further described therein (the "Property"); and

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

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

ASSIGNOR:

CRTX DEVELOPMENT, LLC

By: 
Name: Doug Coars
Title: MANAGER

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

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

ASSIGNEE:

**DS JOINT VENTURE, LP,
a Delaware limited partnership**

By: DS JOINT VENTURE GP, LLC,
its General Partner

By: AHI General Partner Holdings II,
LLC, its sole member and manager

By: 

Mitchell Hanzik
Its: Vice President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

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

CITY:

**THE CITY OF DRIPPING SPRINGS,
TEXAS**

By: Bill Foulds, Jr.

Name: Bill Foulds, Jr.

Title: Mayor



December 17, 2021

Via EMAIL

*The City of Dripping Springs
c/o Ginger Faught
511 Mercer Street
Dripping Springs, Texas 78620*

Re: **PDD 11 – Wastewater Agreement Amendment Request**

Dear Ginger,

On November 9, 2021, PDD 11 was notified that the City of Dripping Springs had reached capacity on its current wastewater system, and the project would need to implement and operate on its temporary wastewater facilities from the outset. This notice necessitated the redesign of portions of our plans in order to implement our on-site septic solution simultaneous to project construction. As we navigate the implications of this in our plans, we are seeking additional time in our wastewater agreement to achieve both Plat approval and Site Development Permit approval.

WASTEWATER AMENDMENT REQUESTS:

In Section 5.2 of the 2nd Amended Wastewater Agreement for PDD 11, we have several deadlines agreed to with the City of Dripping Springs. While we have already met the initial deadlines – submitting initial plat, submitting initial SDP, funding the road improvements – we have a few upcoming deadlines we would like to request an extension on. Considering the site plan changes and additional coordination with consultants required to implement our OSSF plans from the outset, as well as the City's submittal and approval calendar dates, we are seeking relief on the deadlines to achieve Site Development Permit approval and Plat approval as follows:

- Section 5.2 (a): If Owner does not file an application that is deemed administratively complete for a Site Development Permit within 365 days from May 12, 2020, and **is approved by August 1, 2022**, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its δ2.1 wastewater service obligation for the released LUEs.
- Section 5.2.(c): If the final plat **is not approved by August 1, 2022**, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its δ2.1 wastewater service obligation for the released LUEs.

Thank you for all that you have done to help us find a path forward these past few months. We remain excited about this development and being a part of downtown Dripping Springs and are looking forward to bringing this project to life.

Sincerely,

A handwritten signature in black ink that reads "Kim Nettles". The signature is written in a cursive style with a large, prominent "K" and "N".

Kim Nettles
Senior Associate
Allen Harrison Company, LLC

Allen Harrison Company, LLC
1800 Augusta Drive, Suite 150
Houston, TX 77057
T: 713.808.1234
F: 713.808.1234
www.allenharrisonco.com

CITY OF DRIPPING SPRINGS

**SECOND AMENDED AND RESTATED WASTEWATER SERVICE AND FEE
AGREEMENT**

This Second Amended and Restated Wastewater Service and Fee Agreement ("Agreement") is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the "City"), and CRTX Development, LLC (Owner"), whose address is 9699 CR 132, Celina, Texas, 75009.

RECITALS:

- A. Owner is the owner of land consisting of approximately 8.564 acres of undeveloped land out of the P. A. Smith League No. 26, Abstract No. 415 and the A0415 Philip A. Smith Survey, in Hays County, Texas, being more particularly described at Exhibit B (the "Land").
- B. Owner intends to develop the Land in phases, with the first phase consisting of 172 units of multi-family housing, and the second phase consisting of an additional 32 units of multi-family housing. The Development will also include an office and welcome center and infrastructure (the "Improvements") pursuant to a site development permit from the City, and as more particularly shown on the attached Exhibit A.
- C. Owner has rezoned the Land and intends replat the Land prior to constructing the Improvements on the Land.
- D. Owner wishes to receive wastewater service for the Land through the City's System and to connect to the System through the City's wastewater collection line.
- E. Owner and City recognize that although the City may physically accept wastewater from the Land at this time, the City's wastewater has already been fully committed to others, and in the event that the previously committed capacity is needed as described in this Agreement, that Owner will construct Temporary Wastewater Facilities in accordance with this Agreement to provide for the management of wastewater from the Improvements on the Land until such time as the City obtains additional capacity as a result of the construction of additional facilities pursuant to additional authorization from the Texas Commission on Environmental Quality.
- F. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.
- G. The Parties wish to enter into an Amended and Restated Agreement due to a delay in permit submission and approval.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I DEFINITIONS

1.1 Agreement. This contract (as amended and restated) between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 Chapter 395. Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

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

1.4 City Engineer. The person or firm designated by the City Council as the wastewater engineer for the City.

1.5 City Utility Standards. City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

1.6 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.

1.7 Development. The development on the Land, consisting of the Improvements and infrastructure to be constructed in accordance with a Site Development Permit.

1.8 Discharge Permit. The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003, which has been issued by TCEQ, but which is the subject of an appeal, that authorizes the discharge of treated effluent at a volume not to exceed a daily average flow of 822,500 gallons per day.

1.9 Discharge Permit Notification. Written notice sent by the City to Owner that all infrastructure and facilities necessary to operate the City's wastewater treatment plant in

accordance with the terms of the Discharge Permit for Phase I of the Development *[NTD: doesn't the discharge permit relate to the wastewater facility, not the Development?]* is in-place.

1.10 Expiration Date. The date on which this document expires, and the City will release LUE's reserved under this agreement per Section 5.2.

1.11 Impact Fees. Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas.

1.12 Land. That certain 8.564 acre tract of land in Dripping Springs, Hays County, Texas, as shown on Exhibit A and more particularly described in Exhibit B.*

1.13 LUE. Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

1.14 Notice. Notice as defined in § 7.2 of this Agreement.

1.15 Owner. CRTX Development, LLC, a Texas LLC authorized to conduct business in Texas, and, if this Agreement is assigned pursuant to § 7.3, their successors and assigns as subsequent owners of the property.

1.16 Onsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land and the connection point on the Public Street, as shown on the attached Exhibit C.

1.17 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities.

1.18 Party. Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.

1.19 Site Development Permit. A site development permit under Article 28.04, Chapter 28 (Subdivisions and Site Development) of the City's Code of Ordinances, as it may be amended from time to time.

1.20 System. The City's South Regional Wastewater Treatment System, including the City's wastewater treatment plant and all of the City-owned collection facilities transporting wastewater to that plant

1.21 Temporary Wastewater Facilities. The On-Site Sewage Facility (OSSF) or City approved alternative that will treat and manage the wastewater from the Development until City's construction of all infrastructure and facilities necessary to operate the City's wastewater treatment

plant in accordance with the terms of the Discharge Permit for Phase I of the Discharge Permit. The amount of land needed for the Temporary Wastewater Facilities is calculated by utilizing a calculation of 215 gallons per day ("GPD") for each LUE, and assuming an application rate of 0.1 GPD/square foot for drip irrigation. If spray irrigation is used, the amount of land needed for the Temporary Wastewater Facilities must be the amount reasonably determined by the City in writing to be appropriate. Pump & haul facilities are specifically excluded from the definition of Temporary Wastewater Facilities and are not authorized under this Agreement.

ARTICLE II SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. The City will become the exclusive provider of wastewater collection and treatment service to the Development through the City's System in an amount up to 70 LUEs as set forth in this Agreement. The City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite and Offsite Facilities pursuant to this Agreement subject to the conditions described in this section 2.1. Owner and City recognize that although the City may physically accept wastewater from the Development at this time, the City's existing wastewater capacity has already been fully committed to others. Therefore, in exchange for the commitment by the City to provide wastewater collection and treatment service to the Land through the City's System in an amount of up to 70 LUEs for the Improvements, the Owner and the City agree as follows: Phase I of the Development will connect 56 LUEs to the City's System. If and when the City notifies Owner that the City's wastewater system is at 80% capacity (as determined by the City in its sole discretion), Owner agrees that it will, at its sole cost and expense, (a) construct, and operate Temporary Wastewater Facilities for the 56 LUEs associated with Phase I of the Development within 6 months from notification from the city (b) utilize the Temporary Wastewater Facilities for the 56 LUEs, and (c) remove the flow for the 56 LUEs from the City System until such time as the City has completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit. The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land, at which time Owner may connect the

remaining 14 LUEs for Phase II of the Development to the City System. These 14 additional LUEs (for Phase II of the Development) will not be connected to the City's System unless and until the City delivers the Discharge Permit Notification to Owner. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

2.2 Temporary Wastewater Facilities Use and Approval. The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

2.3 Application for Wastewater Service. Within 30 days of receipt of the Effective Date, Owner shall execute and file with the City a completed copy of the City's form of application for wastewater service to the Development.

2.4 Site Development Permit. Nothing in this Agreement approves the Owner's application for the Site Development Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

ARTICLE III INFRASTRUCTURE CONSTRUCTION, CONNECTIN AND DEDICATION

3.1 Construction Standards. Owner shall construct all Onsite and Offsite Facilities in compliance with (a) this Article 3; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

3.2 Construction Warranty and Guarantee. Any facilities to be dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for

the construction of any facilities to be dedicated to the City (including the Offsite Facilities) shall:
 (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and
 (ii) include the following provision:

"Immediately before the expiration of the 2-year guarantee period, the **CONTRACTOR** shall make an inspection of the Work in the company of the Engineer and the **OWNER**. The Engineer and the **OWNER** shall be given not less than 20 days' notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the **CONTRACTOR** shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the **OWNER**, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The **CONTRACTOR** shall not be responsible for correction of work which has been damaged because of neglect or abuse."

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City as provided in § 3.10, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

3.3 Onsite Facilities. Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost. Owner agrees to complete the Onsite Facilities within one year from the date of the issuance by the City of all required permits for the construction of the Improvements.

3.4 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within 180 days from the date of issuance by the City of all required permits for the construction of the Improvements, subject to Force Majeure set forth in Section 7.10.

3.5 Construction in Phases. The Onsite and Offsite Facilities may be constructed in separate phases, in which case the requirements in this Agreement apply separately to each phase.

3.6 Construction Plan Review and Approval. The City has the right to review and approve all plans and specifications for the Temporary Wastewater Facilities, and the Offsite and Onsite Facilities, and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for

the Temporary Wastewater Facilities, and the Onsite and Offsite Facilities with the City for review and approval. Construction of the Temporary Wastewater Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. Construction of the Onsite and Offsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

3.7 City Inspections. The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Offsite and Onsite Facilities, including any connections to onsite structures and to the City's System. In addition, the Owner or its Contractor shall notify the City when the Facilities are ready for final inspection and connection to the City's System. If the City concurs that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days. After such final inspection, the Owner shall timely correct any punch list items. Unless otherwise agreed by the City staff, the final inspection shall not be scheduled until after a visual inspection using video camera technology of the entire completed Offsite Facilities is performed at Owner's sole cost and expense and a copy of the resulting video is provided to the City. Owner notify the City in advance and give the City an opportunity to witness the visual inspection.

3.8 Review and Inspection Fees. With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

3.9 City Acceptance of Offsite Facilities. After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate, and the City agrees to accept the Offsite Facilities for dedication to the City's System.

3.10 Conveyance of Offsite Facilities. Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 3.9, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;

- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and
- (d) all easements required by Article 4.
- (e) Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

3.11 Connection to the System. After the City's final inspection of the Onsite Facilities and the Offsite Facilities (if any), and after Owner has transferred the Offsite Facilities (if any) to the City as provided in § 3.10, the City will schedule connection to the City's System; however, the City may require construction of the Offsite Facilities to include the physical connection to the City's System. After connection to the City's System, the Owner shall connect all wastewater flows up to 70 LUEs from the Land to the City's System in compliance with the City's Wastewater Ordinance.

3.12 Delivery of Drawings. The Owner shall cause to be delivered to the City any as-built drawings and electronic files for all Onsite and Offsite Facilities within thirty (30) days after final inspection.

3.13 Temporary Wastewater Facilities. To the extent such facilities are required, Owner will design, construct, install, operate and maintain all Temporary Wastewater Facilities at its cost and expense. Owner shall design, locate, and construct the Temporary Wastewater Facilities to the specifications and requirements of the City Engineer and consistent with all applicable laws. Owner shall reimburse City for any of City Engineer's time reasonably spent on the Temporary Wastewater Facilities. Within one year after the City delivers the Discharge Permit Notification treatment service to the Development through the City's System in an amount up to 70 LUEs as set forth in this Agreement, Owner will abandon the Temporary Wastewater Facilities at its cost.

ARTICLE IV EASEMENTS

4.1 Grant of Easements. Before starting to construct the Offsite Facilities, Owner must have acquired, at no cost to the City, all wastewater easements necessary for the Offsite Facilities. Owner shall grant the easements for the Offsite Facilities provided to the City as required in §3.10 in a form approved by the City, which shall be provided by the City upon written request. The City shall record the easements in the deed records of Hays County, Texas. The City acknowledges that some or all of the Wastewater Infrastructure may be located in existing public rights-of-way that do not have to be acquired by the Owner.

4.2 Facility Easements. Owner shall acquire and maintain all easements necessary for Onsite Facilities and Offsite Facilities at no cost to the City.

ARTICLE V FEES AND CHARGES

5.1 Impact Fees. Prior to issuance of its initial building permit, Owner shall pay Impact Fees (also referred to as "connection fees") to the City in the amount specified by Chapter 20, Article 20.02.005(2)(A) of the City's Code of Ordinances (as amended or replaced) for the 70 LUEs reserved to serve the Land. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an owner's voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund the Impact Fees paid, without interest, only upon recovering them through Impact Fee payments from other customers for additional connections. Consistent with Section 20.02.008 of the City's Code of Ordinances, if after construction of the Improvements it is determined that wastewater service demand, as determined by water use, exceeds the gallons per LUE assigned to the Improvements, the City may assess and collect additional connection fees for that excess use. The number of LUEs assigned to the Improvements is 70. The additional assessment shall be based on each additional LUE or fraction thereof, as determined by the water use above the gallons per LUE per day initially assigned to the customer's connection, at the dollar amount per LUE authorized by section 20.02.005 of the City's Code of Ordinances, based on the gallons per LUE in effect at the time of the assessment.

The city shall send written notice of the assessment to the property owner stating the additional water use and the amount of the assessment, which must be paid to the city as provided in the notice.

- (a) The Owner shall pay a connection fee to the city at the time of issuance of all required permits for the construction of the Improvements from the City. This "connection fee" shall be assessed at a value of \$7,580.00 per LUE.

1. The maximum assessment of "connection fee's" by the City to the Owner cannot be assessed in excess of $(\$7,580.00 \times 70 = \$530,600.00)$

5.2 Release of LUEs.

- (a) If Owner does not file an application that is deemed administratively complete for a Site Development Permit within 365 days from May 12, 2020, and is approved within 300 days of filing, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (b) If Owner does not fund the road improvements required by City by December 1, 2021, the City will release the LUEs reserved for Owner under this Agreement.
- (c) If Owner does not file an application that is deemed administratively complete for all plats of the property within 180 days from May 12, 2020 of the Original Agreement.

If the final plat is not approved within 120 days of the effective date of this Agreement, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

- (d) If Owner does not obtain Building Permits for Phase I of the Development within 180 days after receiving Site Plan approval from the City, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (e) Owner shall submit the design of its Temporary Wastewater Service Facilities as part of its Site Development Permit application. If Owner does not obtain City approval of said Temporary Wastewater Service Facilities from the City Engineer concurrently with its Site Development Permit then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (g) If Owner does not construct the Onsite and Offsite Facilities within two years of the Site Plan Approval by the City, then this Agreement Expires, and the City will release the LUEs reserved for the Owner under this Agreement and the City shall be relieved of its §2.1 wastewater service obligation for the release LUEs.
- (i) At any time after one year after service to Phase II of the Development begins through the City System, the City may release any or all of the unconnected reserved LUEs and terminate its §2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately.

5.3 Line Extension Charges. In addition to Impact Fees, Owner agrees to pay the line extension charges, if applicable, pursuant to Article 20.05 (Wastewater Line Extension) of the City's Code of Ordinances.

5.4 Other Fees and Charges. Payment of Impact Fees and Line Extension Charge as provided above will satisfy the Owner's Impact Fee and Extension Line Charge obligations for the requested capacity of 70 LUEs. After any part of the Onsite Infrastructure is connected to the System, wastewater service to the Land remains subject to all other charges and regulations as provided in the City's Code of Ordinances, Chapter 20, including additional impact fees for expanded or new development. Owner agrees to remain in compliance with Article 20 at all times, including monthly payment obligations and other wastewater regulations.

5.5 Landlord Guarantee. As authorized by City Ordinance, the City's bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to

direct the suspension or termination of water service to a customer's water meter for non-payment of the customer's wastewater bill. The owner intends construct a multi-family unit apartments development subject to issuance of a Site Development Permit. Owner shall be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

ARTICLE V FEES AND CHARGES

6.1 Term. This Agreement remains in effect so long as the City is providing wastewater service to the Development, unless otherwise expired or terminated under Articles V or VI.

6.2 Breach. In the event Owner breaches this Agreement, City may send notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within 60 days of that notice, then the City may send a second notice describing the breach and the Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives the City the right (at its Option) to (a) terminate this Agreement by sending a termination notice; (b) order a halt to construction on the Lad; and/or (c) seek judicial relief in law or equity.

ARTICLE VII MISCELLANEOUS

7.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

7.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:
 City of Dripping Springs
 Attn: City Administrator
 PO Box 384
 Dripping Springs, TX 78620
mfisher@cityofdrippingsprings.com

To the Owner:
 CRTX Development, LLC
 Attn: Doug Cobb
 9699 CR 132
 Celina, TX 75009
doug@crtxdev.com

With Copy to:

City of Dripping Springs
 Attn: City Secretary
 PO Box 384
 Dripping Springs, TX 78620
acunningham@cityofdrippingsprings.com

Bruin Ventures I, LP
 Attn: Mac Jones
 4611 Bee Cave Road, Suite 203
 Austin, TX 78746
mjones@estagepm.com

7.3 Assignment. Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

7.4 Amendment. This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

7.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

7.8 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation." Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

7.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

7.11 Professional Fees. Owner agrees to place funds into the City's escrow account, as necessary from time to time, to pay the City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

7.12 Water Reuse Ordinance. Owner understands and agrees that the Development will be subject to the City's Water Reuse Ordinance and Owner will pay \$1,675.00 for each of the 70 LUBs that are the subject of this Agreement. If not paid prior to the Effective Date of this Agreement, this payment is due within 60 days of the Effective Date of this Agreement.

7.13 Restatement and Amendment. This Second Amended and Restated Wastewater Service and Fee Agreement replaces the initial Wastewater Service and Fee Agreement dated May 12, 2020 between the Parties and replaces the Amended and Restated Wastewater Service and Fee Agreement with an effective date of May 12, 2020. All rights and obligations of the Parties shall be governed by this Agreement (the Second Amended and Restated Wastewater Service and Fee Agreement) as if it had been executed on the date of execution of the initial Wastewater Service and Fee Agreement.

7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Land & Improvements**
- Exhibit B Legal Description of the Land**
- Exhibit C Connection Point**

Effective Date. The Effective Date of this Agreement is September 14, 2021.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr.
Bill Foulds, Jr., Mayor



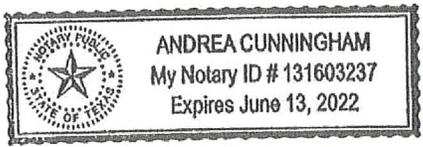
ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary

STATE OF TEXAS
COUNTY OF HAYS

This instrument was executed by Bill Foulds, Jr. before me on October 26, 2021.

Andrea Cunningham
Notary Public, State of Texas



CRTX DEVELOPMENT, LLC:

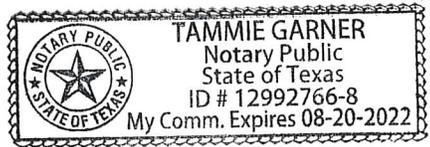
[Signature]
Signature

Douglas Cobb
Printed Name & Title

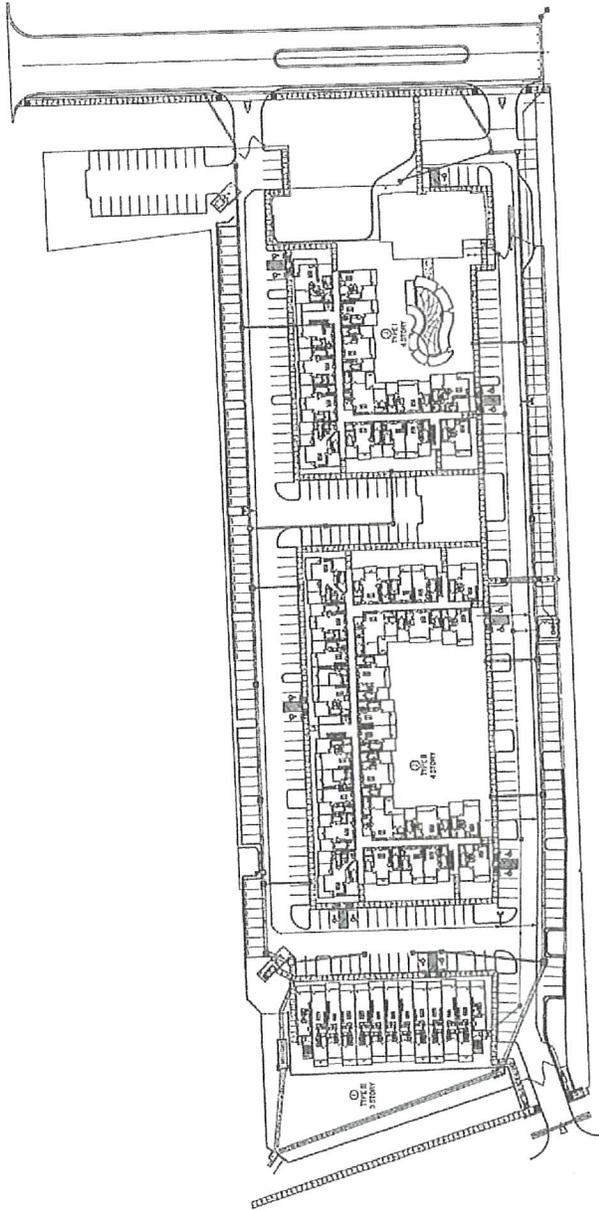
STATE OF TEXAS
COUNTY OF Collin

This instrument was executed by Douglas Cobb before me on 11/15/2021.

[Signature]
Notary Public, State of Texas



**EXHIBIT A
LAND & IMPROVEMENTS**



27110 RANCH ROAD 12						ALLEN HARRISON		2020/06
UNIT TABULATION - 4 & 3 STORY RESIDENTIAL								SS21
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN		
S1	Studio	550	2	1%	1,100			
S1-EU	Studio	537	8	4%	4,296			
A1	1br/1ba	871	6	3%	5,226			
A1-EU	1br/1ba	681	16	8%	10,896			
A2	1br/1.5ba	924	6	3%	4,944			
A2-EU	1br/1.5ba	757	32	15%	24,224			56%
A3	1br/1.5ba	849	6	4%	6,792			
A3-EU	1br/1.5ba	917	32	16%	29,344			
A4	1br/1.5ba	983	5	2%	4,965			
B1	2br/2ba	1,250	5	2%	6,450			
B1-EU	2br/2ba	1,129	28	14%	31,612			
B2-EU	2br/2ba	1,205	24	12%	28,920			38%
B3-EU	2br/2ba	1,254	6	4%	10,092			
B4-EU	2br/2ba	1,309	12	6%	15,708			
C1-EU	3br/2ba	1,428	12	6%	17,112			6%
TOTALS			204	100%	201,621			

UNIT AVERAGE NET SF: 988

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF: 988 S.F.

ACREAGE: 7.89 GROSS ACRES

DENSITY: 26 UNITS/ACRE

PARKING:

REQUIRED: 224 SPACES

PROVIDED: 333 TOTAL SPACES
333 SURFACE SPACES
1.63 SPACES/UNIT



SCALE: 1" = 50' - 0" (24" X 36" SHEET)

0 50' 100' 200'

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5200 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.0630 | www.humphreys.com

ALLEN HARISON

ARCHITECTURAL SITEPLAN
SCHEME 08
May 5, 2021

A201

27110 RANCH ROAD 12
DRIPPING SPRINGS, TX
75034

EXHIBIT B
LEGAL DESCRIPTION OF THE LAND

LEGAL DESCRIPTION: Being 7.82 acres of land out of the P. A. Smith League No. 26, Abstract No. 415, Hays County, Texas and also being that certain 5.314 acre tract of land described in Volume 5057, Page 320 of the Official Public Records of Hays County, Texas and that certain 2.500 acre tract described in Volume 360, Page 405 of said Official Public Records; Said 7.82 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in June, 2018:

BEGINNING at a wood fence corner post found in the northeast line of Ranch Road No. 12 for the southwest corner of that certain 4.27 acre tract described in Volume 2535, Page 838 of said Official Public Records, the northwest corner of said 5.314 acre tract and the northwest corner hereof;

THENCE along the south lines of said 4.27 acre tract, the following 3 courses:

1. North 87°48'10" East a distance of 767.14 feet along the north line of said 5.314 acre tract to a 1/2 inch iron rod found for the northeast corner of said 5.314 acre tract and a northeast corner hereof;
2. South 01°27'22" East a distance of 0.35 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod set for the northwest corner of said 2.500 acre tract and an interior corner hereof;
3. North 87°44'36" East a distance of 336.25 feet along the north line of said 2.500 acre tract to an iron pipe found in the west line of that certain 40.00 acre tract described in Volume 1462, Page 671 of said Official Public Records for the northeast corner of said 2.500 acre tract and the northeast corner hereof;

THENCE South 01°25'32" East a distance of 326.29 feet along the common line of said 4.00 acre tract and said 2.500 acre tract to a 1/2 inch iron rod set in the north line of that certain 82.2 acre tract described in Volume 1265, Page 776 of said Official Public Records for the southwest corner of said 40.00 acre tract, the southeast corner of said 2.500 acre tract and the southeast corner hereof;

THENCE along the north lines of said 82.02 acre tract, the following 3 courses:

1. South 88°24'53" West a distance of 336.04 feet along the south line of said 2.500 acre tract to a 1/2 inch iron rod set in the east line of said 5.314 acre tract for the southwest corner of said 2.500 acre tract and a south interior corner hereof;
2. South 01°27'22" East a distance of 1.99 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod found for the southeast corner of said 5.314 acre tract and a southeast corner hereof;

3. South 88°08'17" West a distance of 668.55 along the south line of said 5.314 acre tract to a 1/2 inch iron rod set in the east line of Ranch Road No. 12 for the southwest corner of said 5.314 acre tract and the southwest corner hereof;

THENCE along the northeast lines of Ranch Road No. 12 and the southeast lines of said 5.314 acre tract, the following 2 courses:

1. Following a curve turning to the right through the angle of 00°36'32", having a radius of 1597.42 feet, and whose long chord bears North 19°17'43" West a distance of 16.98 feet to a concrete monument found for a west corner hereof;
2. North 18°33'47" West a distance of 317.34 feet to POINT OF BEGINNING containing 7.82 acres more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Together with:

BEING A 0.750 ACRE (32,670 SF) TRACT OF LAND, OJLT OF A 4.27 ACRE TRACT OF LAND CONVEYED BY WARIWITY DEED TO SPRING VALLEY FELLOWSHIP D/B/A CHURCH OF THE SPRINGS, AS RECORDED IN VOLUME 2535, PAGE 636 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

THE UNDERSIGNED DOES HEREBY CERTIFY TO STEWART TITLE GUARANTY COMPANY, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.

**EXHIBIT C
CONNECTION POINT**

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
 1400 W. 12th St., Suite 200, Dripping Springs, TX 78620
 512.221.2222
 www.humphreysandpartners.com

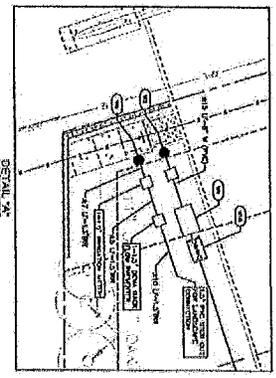
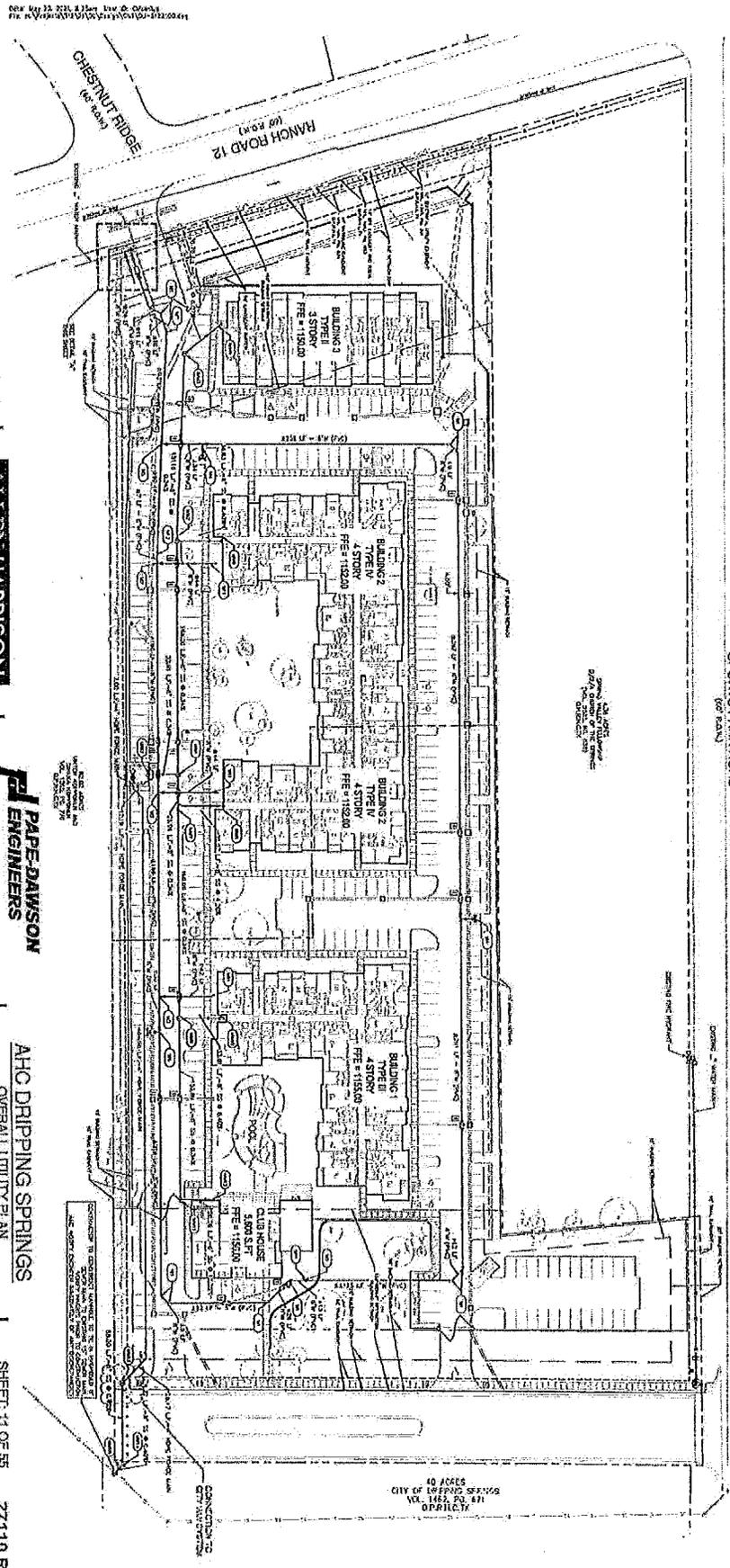
ALLEN HARRISON
 COMPANY

PAPE-DAVISON
 ENGINEERS

AHC DRIPPING SPRINGS
 OVERALL UTILITY PLAN

SHEET: 11 OF 55
 PD JOB: 51221-00

27110 RANCH ROAD 12
 DRIPPING SPRINGS, TX 78620
 PERMIT SET



1. THIS SET OF PLANS IS TO BE USED IN CONJUNCTION WITH THE CITY OF DRIPPING SPRINGS SPECIFICATIONS FOR UTILITY CONSTRUCTION.

TELECOM
LEVEL NOTES

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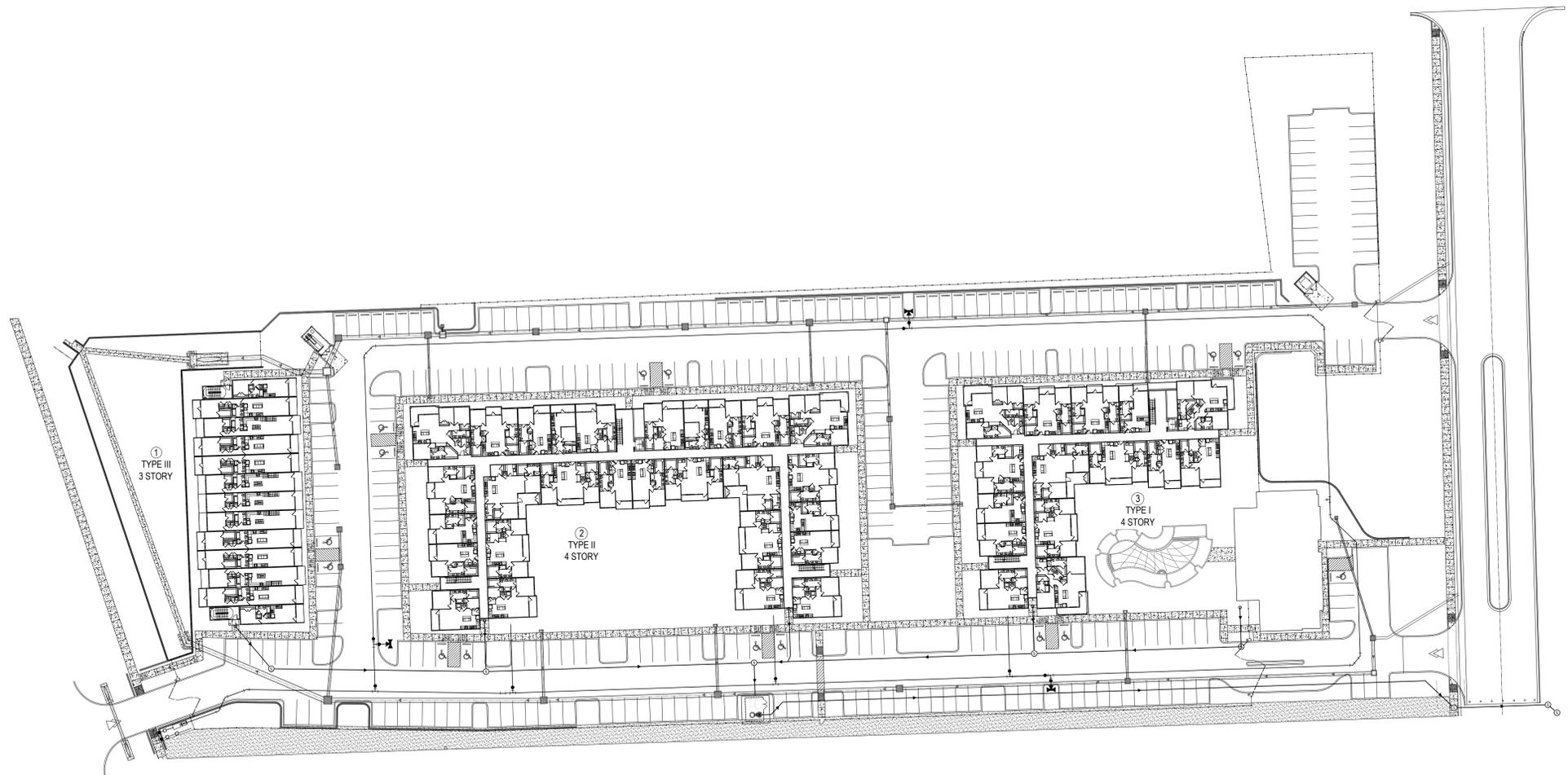
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27110 RANCH ROAD 12 **ALLEN HARRISON** 2020406
UNIT TABULATION - 4 & 3 STORY RESIDENTIAL 5/5/21

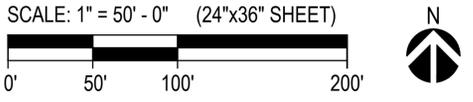
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
S1	Studio	550	2	1%	1,100	56%
S1-EU	Studio	537	8	4%	4,296	
A1	1br/1ba	871	6	3%	5,226	
A1-EU	1br/1ba	681	16	8%	10,896	
A2	1br/1.5ba	824	6	3%	4,944	
A2-EU	1br/1ba	757	32	16%	24,224	
A3	1br/1.5ba	849	8	4%	6,792	
A3-EU	1br/1ba	917	32	16%	29,344	
A4	1br/1.5ba	993	5	2%	4,965	
B1	2br/2ba	1,290	5	2%	6,450	
B1-EU	2br/2ba	1,129	28	14%	31,612	
B2-EU	2br/2ba	1,205	24	12%	28,920	
B3-EU	2br/2ba	1,254	8	4%	10,032	
B4-EU	2br/2ba	1,309	12	6%	15,708	
C1-EU	3br/2ba	1,426	12	6%	17,112	6%
TOTALS			204	100%	201,621	

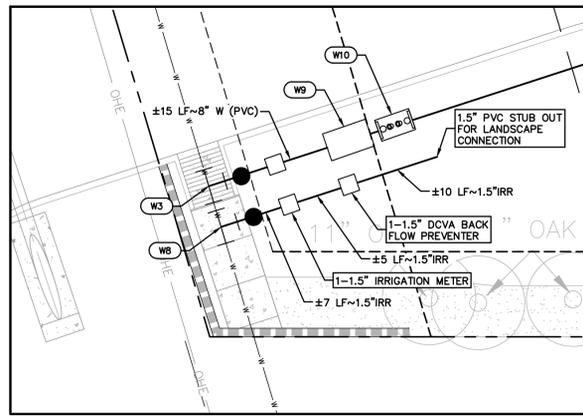
UNIT AVERAGE NET SF : **988**

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :	988 S.F.
ACREAGE:	7.89 GROSS ACRES
DENSITY:	26 UNITS/ACRE
PARKING:	
REQUIRED	326 SPACES
PROVIDED	333 TOTAL SPACES
	333 SURFACE SPACES
	1.63 SPACES/UNIT





DETAIL "A"
1" = 10'

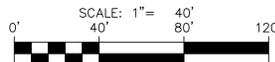
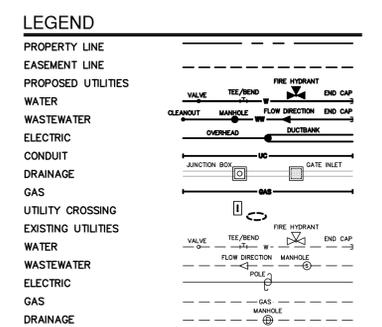
1. TREES SHOWN ON HERE, WERE LOCATED ON MONTH XX, 20XX.

PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITY INVERT, LOCATION AND SIZE AND NOTIFY ENGINEER IMMEDIATELY IF CONCERNS ARISE REGARDING THE HORIZONTAL OR VERTICAL CONFLICTS.

TELECOM KEYED NOTES

- E1 1-1/4" TRANSFORMER REF. MEP PLANS
- E2 1-PULL BOX REF. MEP PLANS
- E3 SECONDARY PULL BOX REF. MEP PLANS

- W0 PRIVATE LIFT STATION 8" INV IN=1140.14
- W1 8" 1/8 BEND, M.J.
- W2 8"X8" TEE, M.J.
- W3 1-6" VALVE BOX, COMPLETE
- W4 1-8" GATE VALVE, M.J.
- W5 8"X8" TEE, M.J.
- W6 8"X8" WYE, M.J.
- W7 8" 1/16 BEND, M.J.
- W8 12"X1.5" TAPPING SADDLE
- W9 8"X2" FIRE FLOW METER
- W10 1-8" DOUBLE CHECK DETECTOR ASSEMBLY AND VAULT
- W11 REF. MEP FOR CONTINUATION
- W12 8" 1/32 BEND, M.J.
- WW1 WW MH-A1 DROP MANHOLE TOP=1150.08
- WW2 WW MH-A2 TOP=1149.95
- WW3 WW MH-A3 TOP=1148.40
- WW4 WW MH-C1 4" INV IN=1154.16
- WW5 WW CO-A5 6" CLEANOUT INV=1144.00
- WW6 WW CO-A6 8" CLEANOUT INV=1146.00
- WW7 WW WYE-B1 8"X8" WYE INV=1144.40
- WW8 WW CO-B2 8" CLEANOUT INV=1146.00
- WW9 WW MH-B3 TOP=1153.00
- WW10 WW CO-B4 8" CLEANOUT INV=1149.00
- WW11 WW MH-B5 TOP=1154.00
- WW12 WW CO-B4 6" CLEANOUT INV=1150.00
- WW13 WW MH-C2 8" INV IN=1153.55
- WW14 WW MH-C2 8" INV IN=1153.55
- WW15 EXISTING WW MANHOLE PROP 8" INV IN=1153.42
- 8" INV IN(W)=1140.32
- 8" INV IN(E)=1144.30
- 8" INV OUT=1140.22
- 8" INV IN(N)=1142.91
- 8" INV IN(W)=1141.09
- 8" INV OUT=1140.99
- 8" INV IN=1141.77
- 8" INV OUT=1141.60
- 8" INV IN=1144.00
- 8" INV IN=1146.00
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- 8" INV OUT=1152.74
- 8" INV IN(N)=1146.15
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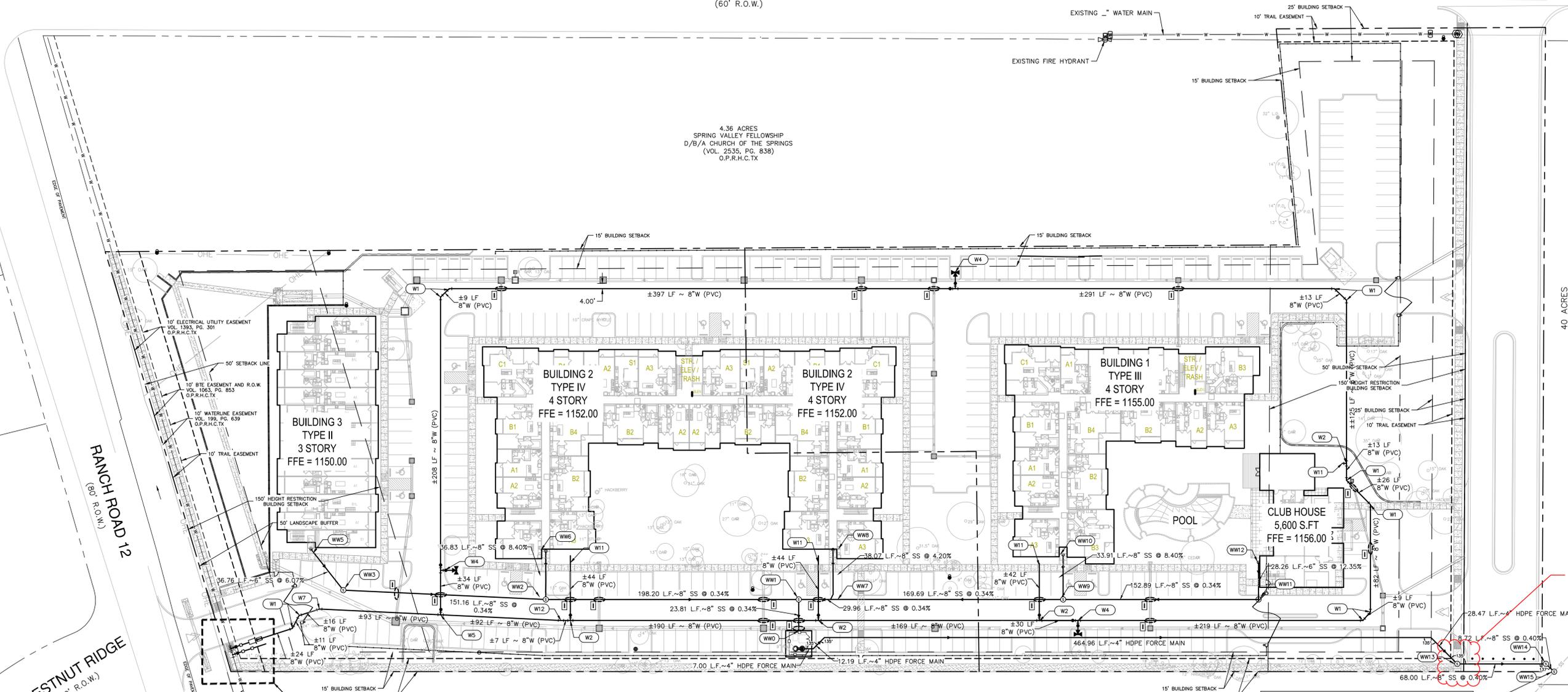


SPORTS PARK ROAD
(60' R.O.W.)

S. ROB SHELTON BOULEVARD
(60' R.O.W.)

4.36 ACRES
SPRING VALLEY FELLOWSHIP
D/B/A CHURCH OF THE SPRINGS
(VOL. 2535, PG. 838)
O.P.R.H.C.TX

40 ACRES
CITY OF DRIPPING SPRINGS
VOL. 1452, PG. 671
O.P.R.H.C.TX



CONTRACTOR TO CONSTRUCT MANHOLE TO THE IN PROPOSED 8" SEWER MAIN TO EXISTING 15" SEWER MAIN, VERIFY INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES

82.02 ACRES
VIKTOR KOPPONEN AND
SIRKKA KOPPONEN
VOL. 1265, PG. 776
O.P.R.H.C.TX

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

AHC DRIPPING SPRINGS
OVERALL UTILITY PLAN

May 20, 2021

PERMIT SET

SHEET: 11 OF 55
PD JOB: 51221-00

27110 RANCH ROAD 12
DRIPPING SPRINGS, TX
HPA# 20153

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

ALLEN HARRISON COMPANY

Date: May 20, 2021, 8:25am User ID: GMaenius
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STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Roman Baligad, Emergency Management Coordinator

Council Meeting Date: January 04, 2022

Agenda Item Wording: **Discuss and consider approval of City of Dripping Springs 2021 Pandemic Influenza Plan for city staff.** *Sponsor: Councilmember Allison.*

Agenda Item Requestor: Roman Baligad, Emergency Management Coordinator

Summary/Background: The Pandemic Influenza Plan provides guidance to city staff on the policies and procedures that will influence their work location or schedules should there be an influenza outbreak. This plan will be added as an appendix to the CODS Continuity of Operations Plan.

Commission Recommendations: Approval of the plan.

Recommended Council Actions: City staff recommends approval.

Attachments: CODS Pandemic Influenza Plan. Staff Report.

Next Steps/Schedule: If approved, staff will be provided information and training on the plan.

**CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, DECEMBER 20, 2021
3:30-5:00 PM**

COMMITTEE MEMBERS:

Chairman – Travis Crow

City Council Rep.—Geoffrey Tahuahua

Barrett Criswell – **Not present**

Vice Chair-- Sharon Hamilton –
Showed up 3:33pm

Aaron Reed, Public Works Director – **Not Present**

Planning & Zoning Commission Member—Jim
Martin

John Pettit

Ben Sorrell – Non-Voting Member

Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith (Present at 3:36pm), Precinct 3 Comm. Lon Shell, County Engineer
Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruet

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

AGENDA

1. TXDOT

- Project Updates presented by Reed Smith
 - a. Highway 290 Study Update
 - b. Hwy 290 Paving Project
 - Paving is done and striping should be in by this week
 - c. Martin Road Intersection Improvements
 - Barriers added, should be finished in May
 - d. Needham Road/RR-12 Striping
 - Pavement marking refreshed
 - e. E. Creek Road/290 Striping
 - Modifications made
 - f. Striping to be added back on next month's agenda along with Sunset Canyon's light
- New/Other Project(s) Update

2. Hays County

- Update on Proposed Roundabout at RM12 & RM150
 - Hays County representatives gives a speech on this matter. He notes how the County came up with the road, the bonds involved, and the scheduling of March 2022 reviews. Mr. Erik Howard told the County his opinions of where the road should go. The County took note. County is undergoing ROW acquisitions. The County is expecting all utilities clear around late 2022. Construction to start in mid to late 2023 and finish at the end of 2023.
 - Travis Crow voices his opinions against the Roundabout
 - Commissioner Geoffrey makes note of emergency vehicles having easy passage/access during construction
 - Roundabout is proposed to have 2 lanes
 - Caliterra Resident notes that leaving Caliterra taking a left going north bound is difficult and having that light at 150 and 12 helps them cross. Having a roundabout would make it difficult.
 - Having a signal there would require a light and traffic study. Travis Crows points out that it may block that passage of the roundabout if a signal was added. The County rebuttals this.
 - John Pettit notes city with traffic circles allowing for continuous flow of traffic probably to lead into Caliterra maybe having a traffic circle.
 - Bill Hill notes a bottleneck at Sportspark Rd and RR12. The City is working with PDD11 and Village Grove. Commissioner Geoffrey makes note on the outlook of ROW acquisition and traffic easement.
- Update on Southwest Bypass
 - Commissioner Smith gives a speech on this project. Looking at a connection for 165 and Creek Rd. There needs to be a western connection there. Potential connection from Caliterra Parkway to Roger Hanks Parkway.
- New/Other Projects(s) Update
 - County selecting contractors for Martin Rd 290 and Henley.
 - Crosswalks on Nutty Brown and Darden Hill

3. Dripping Springs

- Proposed Rob Shelton North Improvements—Presentation by Doucet & Associates
 - Proposed improvements are presented to the Committee and some members of the public via physical copies of sheets
 - Joe Grasso presents 3 options
 - Curb & Gutter (\$1 Million)
 - Leslie notes this option is viable
 - No Curb & Gutter, Ribbon Curb (\$863K)
 - This one would have to be more careful about the wastewater line going from 9ft to 3-5ft
 - Leslie notes this is least pedestrian friendly
 - Chad notes draining to the sidewalk as a less desirable option
 - Curb that allows drainage to pass through it or capture it depending on final drainage numbers and allow it to go into the pond
 - \$887K
 - Leslie notes this is viable
 - Chad notes this accomplishes what option 1 does and is more economical and his similar in drainage

- Mr. Grasso prefers recommends either option 1 or option 3
 - Mr. Grasso notes how the flow of water moves on the Cannon tract and feels comfortable that he could make it work with option 3 drainage
 - Commissioner Smith points out that the existing sidewalk on the East side cuts off. Sidewalks need to be continuous to a crosswalk should be added
 - The inlet may need to be moved
 - Separation of Curb & Gutter for pedestrians
 - Option 3 – Shannon, John Pettit, Jim Martin, Cad
 - No votes for option 2
- Status of Rob Shelton South Improvements
 - Chad voices update.
 - 2022 Traffic Symposium
 - Committee to meet in January. Aaron is taking the lead on this.
4. HDR (Traffic Engineering Consultant)
- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth
 - No Updates because TIAs have not been revised
 - b. Village Grove
 - Submission of TIA is to happen fairly soon, sometime in early 2022
 - c. PDD 11—RR 12 Multi-family project
 - No Updates because TIAs have not been revised
 - d. Arrowhead Ranch C-Store
 - No Updates because TIAs have not been revised
 - e. Cannon East
 - f. Ariza Springs
 - New TIA
 - Development to be around Polo Club, northside of 290
5. New Business
6. Adjourn 5:14pm

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TO: CITY OF DRIPPING SPRINGS
 FROM: Kim Fernea
 RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT
 DATE: December 16, 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 November and December 2021.

The Committee convened at the Dripping Springs ISD Board Chamber Room on December 8th.

Agenda:

- **Presentation and discussion regarding the City Development Moratorium, Mayor Bill Foulds, City Administrator Michelle Fischer, Planning Director Howard Koontz**
 - Please see attached.
- **Reports**
 - **City Council Monthly Report, Mayor Pro Tem Taline Manassian**
 - Approved giving Pound House \$31k in relief funds for lost revenues during Covid
 - Annexed and rezoned about 40 acres adjacent to Bunker Ranch
 - Approved a waiver request for a 22 lot development off Silver Creek
 - **TIRZ Projects Report, Committee Member Dave Edwards & Keenan Smith**
 - More to come in January 2022
 - **Chamber of Commerce Report, Committee Member & Chamber President Susan Kimbal**
 - City Staff and the Mayor convened with the Chamber Board over Zoom to discuss the City Development Moatorium
 - Sending inquiries to City's website
 - Had several ribbon cuttings this month.
 - Hosting Job Fair with City on Jan. 18th at Ranch Park
 - **Dripping Springs ISD Report, Committee Member & Chief Human Resource Officer of DSISD Tiffany Duncan**
 - Wrapping up 1st Semester
 - Audit cycle wrapped up
 - Long Range Facility Committee continues to meet
 - Virtual Academy completed the Fall Semester
 - DSISD administration continues to work through COVID protocols-following the data
 - Looks like ULI will announce DSISD will be a 6A district. Announcement will be in February

Committee members present: Rex Baker, David Edwards, Melanie Fenelon, Whit Hanks, Susan Kimball, John Kroll, Tiffany Duncan, Council Member Taline Manassian, Kim Fernea

Chamber members present: Lucy Hansen



DRIPPING SPRINGS Texas

Projects with Approved Exceptions/Waivers

All permits that are compliant with previous approvals can move forward normally.

Date Approved	Name of Project	Approved
11/23/2021	Headwaters	DA
11/23/2021	Caliterra	DA
11/23/2021	Cannon Ranch	PDD/WW Agreement
11/23/2021	Driftwood/Driftwood 522	DAs
11/23/2021	Ledgestone (MUD 4)	Consent to MUD
11/23/2021	Wild Ridge	Consent to MUD/WW Agreement
11/23/2021	Big Sky Ranch	PDD/WW Agreement
11/23/2021	Arrowhead Ranch	DA
11/23/2021	Carter Tract	DA and WW agreement (Caliterra)
11/23/2021	Cortaro	Final Plat and Septic
11/23/2021	Village Grove	Consent to MUD
11/23/2021	New Growth	MOU
11/23/2021	PDD 11	PDD and WW Agreement
11/23/2021	Parten Ranch	DA
12/1/2021	Heritage Subdivision	DA/PDD/WW Agreement
12/7/2021	Esperanza	Approved Plats and Exceptions
12/7/2021	Silver Creek (Waiver)	Septic and Concept Plan
12/20/2021	Bunker Ranch Phases 1-4; Hardy North	Plats
12/20/2021	Cannon East	PDD Application - Ongoing



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 01/04/2022

Agenda Item Wording: Staff Report Mercer St. Drainage Improvements

Agenda Item Requestor:

Summary/Background:

There has been an issue with the drainage between the triangle and Mercer St. which continues to worsen. The issue is compounded with Farmer's Market vendors and other vehicles parking in the right-of-way and in the roadside ditch which has not been a designated parking area. Since the water does not drain in the ditch, it is almost always wet and the drainage problem and the usability of the ditch continues to get worse. In addition to the drainage issues caused by improper parking, many of the cars also drive over the concrete monuments in place for the Veterans Memorial flags and the VFW requested that something be done about this issue as well. The VFW has had to replace or repair several of the monuments due to this parking. Initially, the City placed cones along the Mercer ROW to keep cars from parking there but the cones are easily and frequently moved. I also received requests from elected officials to create a more permanent and aesthetically pleasing solution. The idea of using large rocks from DSRP was discussed between Public Works and Parks Departments and the elected officials agreed that it would be a good permanent solution. There were further discussions between Public Works, the City Engineer, and the Parks Department to develop a plan. Because the work being done was in the right-of-way, Public Works worked with the City Engineer to come up with a plan and hired a contractor to do the work.

Here is the scope of work developed with the City Engineer:

Regrade the drainage ditch from the East entrance to the triangle along the Mercer ROW and continuing along the 290 ROW to positively drain to the box culverts under Hwy 290.

Place large rocks along the Mercer St. ROW to prevent parking in the roadside ditch and prevent the problem from recurring.

Hydromulch the disturbed ground to revegetate the ditch.

The work will not impact the vendor area or parking in the designated parking area for Farmer's Market. The work will not impact the Veterans Memorial.

All work being done is a drainage and ROW project and funded through the ROW maintenance budget.

**Commission
Recommendations:**

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS
FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL
JURISDICTION OF THE CITY OF DRIPPING SPRINGS**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”), by and through its County Judge, Dr. Bert Cobb, and the City of DRIPPING SPRINGS, a municipal corporation of the State of Texas (hereinafter referred to as “CITY”), by and through its City Mayor, Todd Purcell. The City and the County are hereinafter collectively referred to as “the Parties” or “the Parties to this Agreement.”

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as “ETJ” or the “CITY’s ETJ”) within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY, pursuant to TEX. LOCAL GOV’T CODE Section 242.001, both enforced their subdivision regulations in the CITY’s ETJ and, in those situations where the CITY’s regulation conflicted with the COUNTY’s regulation, the more stringent provisions have prevailed; and

WHEREAS, the Texas Legislature revised TEX. LOCAL GOV'T CODE Chapter 242 to limit subdivision regulation within the ETJ to one entity (or two entities working jointly); and

WHEREAS, to the extent that the CITY's execution of this Agreement and related agreements with other counties in other areas of the CITY's ETJ, or the CITY's adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions that are not identical throughout the CITY's entire ETJ, the Parties jointly acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of TEX. GOV'T CODE Section 2007.003(b)(4), and are therefore not subject to TEX. GOV'T CODE Chapter 2007; and

WHEREAS, both the COUNTY and the CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to TEX. GOV'T CODE Section 791.011(a), and as authorized by TEX. LOC. GOV'T CODE Section 242.001(c), whereby the COUNTY and the CITY shall agree upon the terms of said written agreement.

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

A. The COUNTY and the CITY mutually agree that the term of this Agreement shall be from the date it is finally and duly executed by both the COUNTY and the CITY until August 1, 2015. This Agreement shall automatically renew annually on the anniversary date, unless earlier terminated by mutual agreement of the Parties.

B. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving thirty (30) days' written notice of intent to terminate this

Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

- C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

II. COUNTY RESPONSIBILITIES

- A. The COUNTY assigns and delegates to the CITY the COUNTY’S authority to approve subdivision plats within the ETJ of the CITY, pursuant to TEX. LOCAL GOV’T CODE Section 242.001(d), so that the CITY has exclusive jurisdiction to regulate subdivision plats in the CITY’S ETJ.
- B. The COUNTY Development Services Director shall, within 15 working days prior to the CITY’S anticipated final approval date, provide the City’s staff with written recommendation for approval or disapproval of all plats for inclusion in the agenda backup prior to final plat approval.

III. CITY RESPONSIBILITIES

- A. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.
- B. The CITY shall enforce in the ETJ the following Hays County Subdivision and Development Regulations attached hereto and incorporated as Attachment “A” (Chapter 701.9, Chapter 701.16, Chapter 715.3, Chapter 721, Chapter 735.5.03 and Hays County Rules for On-site Sewage Facilities Section 10-A,

D, and G). As the development regulations in Exhibit "A" are amended from time to time, the County shall provide copies of such amended regulations to the City. These amended regulations shall be incorporated into and made a part of this Agreement for all purposes and shall supersede the conflicting provisions in the attached Exhibit "A."

- C. If the CITY has existing ordinances establishing substantially similar standards for the subject areas of such COUNTY subdivision regulations, then the City may opt to apply the City ordinance in lieu of the corresponding COUNTY Subdivision Regulation. All City subdivision regulations not in conflict with Attachment "A" may be enforced. If either Party wishes to propose revisions in the future to subdivision regulations that apply in the ETJ, the Party will notify the other Party of the proposed change. The Parties will cooperate in determining the need for the change and its effect on this Agreement, and will adopt any change agreed to by official action of their respective governing bodies.
- D. The CITY agrees to require developers to dedicate public right-of-way pursuant to the Hays County Transportation Plan as currently revised or amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed

right-of-way. When enforcing subdivision regulations in the City's ETJ, the City shall facilitate the County's road maintenance program by requiring a road standard no less than the standards set out in Attachment "A."

- E. The COUNTY expressly delegates to the CITY the authority to require the preparation of a subdivision plat for the division of any property into two or more lots as required in TEX. LOCAL GOV'T CODE section 232.001, including lots larger than five acres.
- F. The CITY shall deliver six copies of all plat submittals to the COUNTY for review, within five working days from the date of receipt. The CITY shall require applicants make a check payable to Hays County Treasurer for any applicable review fees for each project.
- G. The COUNTY staff shall do a completeness check and notify the CITY of completeness of the submittal.
- H. The COUNTY shall provide the CITY with written comments regarding subdivision plats within five working days from the date of receipt by the COUNTY, and written comments regarding construction plans within ten days from the date of receipt.
- I. The CITY shall include written recommendation from COUNTY Development Services Director in agenda backup for final plat approval.
- J. The CITY shall require a signature block for the current COUNTY Development Services Department Director authorizing the filing of the plat under this agreement.

- K. The CITY shall deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within five working days of the recording of the subdivision plat.
- L. The CITY shall also provide to the COUNTY a digital file of each subdivision plat compliant with the currently adopted Hays County Digital Data Submission Standards.
- M. The CITY shall confer and come to agreement with the Hays County 911 Addressing Division concerning street names prior to final plat approval.
- N. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors shall have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right-of-way and easements. The COUNTY may request that the CITY issue a stop-work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.
- O. Prior to acceptance of new streets or other improvements in a subdivision, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter of Credit, or a warranty or cash bond as required by the Subdivision and Development Regulations of Hays County, payable to Hays County, which shall be binding and in effect for two (2) years from the date of acceptance of the streets and improvements. The CITY shall require the applicant/developer

to be responsible for maintenance of the streets and improvements as also required by the Hay County Subdivision and Development Regulations. The CITY may also require the applicant/developer to post a utility bond or other improvements bond, payable to the CITY, if required by the subdivision regulations of the CITY.

- P. The CITY shall collect and forward to the COUNTY all COUNTY subdivision fees as presently authorized or amended by the COUNTY, for services to be performed by the COUNTY. The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. In addition to the City's fees and in consideration of the County's performance under this Agreement, the City shall collect a \$320.00 per-lot fee for every subdivision subject to this Agreement. Subject to other taxes, fees, fines and penalties permitted by law, said \$320.00 per-lot fee shall be forwarded to the County and shall constitute full and complete compensation for County services under this Agreement.
- Q. If a fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Hays County in accordance with this Agreement, the City shall promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to Ms. Roxie Botkin (or her successor), Hays County Development Services Department, P.O. Box 1006 , San Marcos, Texas 78667-1006. Physical address 2171 Yarrington Road.

- R. The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the granting of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation without the consent of the COUNTY. For the purposes of this agreement, consent shall be included in the written recommendation by the COUNTY Development Services Director as required by COUNTY responsibilities defined in this agreement.
- S. As an attachment to this Agreement, the CITY shall provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within 10 days of the effective date of the change and provide an updated digital drawing file. Notice shall be provided by letter according to Section IV. C, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX. LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.
- T. As a part of the submittal documents the CITY shall require the applicant submit for review by the COUNTY facility planning reports supporting the proposed subdivision as required in 30 TAC Chapter 285.

IV. GENERAL PROVISIONS

- A. **General Administration:** Administering this Agreement and the contact person for the COUNTY shall be the Hays County Director of Development Services, or his/her representative. Administering this Agreement and the

contact person and representative for the CITY shall be the CITY Planning Director, or in the alternative the Deputy City Administrator.

B. Alteration, Amendment or Modification: This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the CITY.

C. Notice: All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

(a) Notices sent pursuant to this Agreement shall be sent to the Hays County Subdivision Coordinator's Office at the following address:

Ms. Roxie McInnis (or her successors)
Hays County Development Services,
P.O. Box 1006
San Marcos, Texas 78667-1006

(b) Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. Todd Purcell(or his successor)
City Mayor
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

(c) To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successor)
 A.D.A. -- Chief – Civil Division
 Hays County, Texas
 111 E. San Antonio, Suite 204
 San Marcos, TX 78666

(d) To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

Alan Bojorquez
 City Attorney of Dripping Springs
 12325 Hymeadow Drive, Suite 2-100
 Austin, Texas 78750

(e) When notices sent pursuant to this Agreement are mailed by registered or certified mail, delivery of notice shall be deemed effective three (3) working days after deposit in a U.S. mail box or at a U.S. post office.

D. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

E. Breach: The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.

F. Non-Waiver: The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement; Third Parties: This Agreement constitutes the entire

agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

H. Terms used in Document: As used in this document, the terms “Interlocal Cooperation Agreement”, “Interlocal Agreement”, “Agreement”, and “Contract” are synonymous.

I. Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

EXECUTED THIS 15th day of July, 2014.

HAYS COUNTY

By: Bert Cobb
HONORABLE JUDGE BERT COBB, M.D.
HAYS COUNTY JUDGE



ATTEST:
Liz Q. Gonzalez
LIZ Q. GONZALEZ, HAYS COUNTY CLERK

DATE: 7/15/14

EXECUTED THIS 31st day of July, 2014.

CITY OF DRIPPING SPRINGS

By: Bill Foulds
TODD PURCELL, CITY MAYOR

ATTEST:
Jo Ann Touchstone
JO ANN TOUCHSTONE, CITY SECRETARY

DATE: 7/31/14

ATTACHMENT "A"**CHAPTER 701 - DEVELOPMENT REGULATIONS IN GENERAL*****Sub-Chapter 9 - General Public Notice Requirements*****§9.01. Communication with Precinct Commissioner**

Where individual Chapters of these Regulations require communication or contact with the Precinct Commissioner, the Applicant or the Applicant's authorized agent is required to contact the Commissioner(s) in whose precinct(s) the proposed development is located prior to the submission of the Application. This contact or communication shall consist of either written communication or a personal visit by the Applicant or the Applicant's authorized agent. The Commissioner shall establish and make available to the public a copy of contact procedures for this purpose. Commissioners may delegate contact and communication responsibilities to one or more members of their staff. If the Commissioner requests a personal visit in response to receiving written communication, the Applicant or the Applicant's authorized agent shall arrange a personal visit with the Commissioner or the Commissioner's designee at a mutually agreeable time and place. The purpose of this personal visit shall be for the Applicant to inform the Commissioner about the project and for the Commissioner to present to the Applicant any constraints or concerns associated with the project. Documentation of contact or communication with the Commissioner, including the personal visit, if requested, shall be furnished to the County in conjunction with an Application.

§9.02. Notice Required

Where individual Chapters of these Regulations require notice, the Applicant is responsible for accomplishing such notice regarding the Application or any action thereon, including any costs associated with such notice. Where the requirements of state or federal law dictate that the County actually accomplish such notice associated with an Application or any action thereon, the Applicant shall be responsible for the payment of fees and charges established by the Commissioners Court to cover the cost of such notice.

§9.03. Documentation

Where individual Chapters of these Regulations require notice, the Applicant is responsible for furnishing documentation to the County confirming that such notice was accomplished. Specific documentation requirements shall be established by the Department for each type of notice required under these Regulations.

§9.04. Posted Notice

Where individual Chapters of these Regulations require posted notice, the Applicant shall be required to notify the public upon the determination by the Department that an Application for a Development Authorization is Administratively Complete. This notice shall be accomplished through posting signs at the Subject Property. Where Posted Notice is required, no exemptions from these requirements shall be allowed. The following requirements apply to Posted Notice, where required:

- (A) Within two (2) working days of receipt of notice from the Department that an Application filed with the County has been determined to be Administratively Complete, the Applicant shall install public notice signs on the Subject Property. Signs shall remain in place on the Subject Property until a final decision is rendered on the Application by the

ATTACHMENT "A"

Commissioners Court or until such time as the Application is withdrawn, if the application is withdrawn.

- (B) Signs shall be placed within twenty (20) feet of all property boundaries fronting on a public roadway. Where the length of the boundary fronting on a public roadway exceeds one thousand feet, the signs shall be spaced no further than one-thousand feet apart. At least one sign shall be placed along each public roadway fronting the property. The Applicant shall ensure that the view of the signs is not obstructed by objects on the Subject Property and that the signs are placed where there is an unobstructed view of the signs from the public roadway. Signs are not required to be placed along property boundaries that do not front on a public roadway.
- (C) The signs shall contain the specific text required by the individual Chapter that includes the posted notice requirement. The Department shall develop and make available to the public standard language to be used for each type of posted notice required under these Regulations.
- (D) The signs shall be a minimum size of four feet by four feet, with the bottom of the sign placed at least two feet above ground level. The background of the sign shall be white. The heading on the sign shall be red letters at least three inches high, with the remaining text black letters at least 1-1/2 inches high. The sign shall also contain the reference number that is used by the Department to track the Application for which the posted notice is required. The Department shall develop and make available to the public specific signage criteria and shall make available examples of signs for each type of posted notice required under these Regulations.
- (E) The signs shall be constructed of materials that are sufficiently durable to ensure the sign remains in place and legible during the entire period that posting is required.
- (F) The Department may also, utilizing any procurement process authorized under State law, designate one or more approved vendors from whom Applicants may purchase signage to comply with these Regulations.
- (G) Signs may also be supplied by Applicants. The Department is authorized to require review by the Department of any signs supplied by the Applicant. The Department may require that such signs supplied by the Applicant be replaced, at the Applicant's expense, if the Department determines that the signs supplied by the Applicant do not strictly conform to the requirements of these Regulations and published Department criteria.
- (H) It shall be the responsibility of the Applicant to submit documentation to the Department that the signs have been properly installed and to periodically check sign locations to verify that signs remain in place and have not been vandalized or removed. The Applicant shall immediately notify the County of any missing or defective signs. It is unlawful for a person to alter any notification sign or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the Applicant shall not constitute a failure to meet notification requirements. If signs are removed, damaged or become illegible, the Applicant shall replace the signs within three (3) working days.

ATTACHMENT "A"

§9.05. Written Notice for Political Subdivisions and Contiguous Properties

Where individual Chapters of these Regulations require written notice, the Applicant shall be required to notify affected political subdivisions and the owners of Contiguous Properties through written notice. The following provisions apply to Written Notice, where required:

- (A) The written notice must include a map clearly showing the boundaries and general location of the proposed development and major roadways in the vicinity.
- (B) The written notice must include a general description of the nature of the proposed development, including identification of the Applicant and the Permittee and a general description of the nature of the activities for which approval is being requested.
- (C) The written notice must also include any additional information required by the individual Chapter that includes the written notice requirement.
- (D) The Applicant shall forward copies of any written notice to any other parties to the application, including the Permittee and/or the owners of the Subject Property.

§9.06. Identification of Affected Political Subdivisions

Where written notice is required to be submitted to an affected political subdivision, as part of its technical review of a completed application the Department shall identify all political subdivisions affected by the Application for which it has available records. The list of affected political subdivisions shall at a minimum include any political subdivision within whose boundaries the Subject Property is located. If the Subject Property is not located within the boundaries of an emergency services or management district, a school district, a water utility district, or a wastewater utility district, the nearest such district shall be included in the list of affected political subdivisions. The address for notice purposes for each affected political subdivision shall be the address furnished by the Department to the Applicant.

§9.07. Identification of Contiguous Property Owners

Where written notice is required to be submitted to owners of Contiguous Property, the applicant shall identify all owners of Contiguous Property that are not parties to the Application. The identified owners for the Contiguous Properties shall be those owners on file with the Hays Central Appraisal District (HCAD) within thirty (30) days prior to the date the Application is filed. The address of the identified owners for notice purposes shall be the address on file with the HCAD.

§9.08. Delivery of Written Notice

The following requirements apply to the delivery of Written Notice, where required:

- (A) The person may deliver the written notice in person, by express courier or by depositing the notice with the United States Postal Service (USPS), postage paid. Personal delivery and delivery by express courier shall be confirmed by a written acknowledgement of receipt by the party to whom the written notice was delivered or their authorized agent. Mailed notice deposited with the USPS shall be sent certified with return receipt requested. Mailed notice may be confirmed by the receipt returned by the USPS. In instances where the person to receive Written Notice has requested that the person making the Written Notice submit such Written Notice via electronic media, the person making such Written Notice may deliver that notice via electronic media. All instances

ATTACHMENT "A"

of Written Notice delivered via electronic media must be confirmed in writing or by receipt of an affirmative reply from the recipient via electronic media. Nothing in this section shall be construed to require the issuance of Written Notice via electronic media.

- (B) Where written notice is required to affected political subdivisions, within ten (10) working days of receipt of notice from the Department that the Application has been determined to be Administratively Complete and the Department's providing the Applicant with a list of affected political subdivisions, the Applicant shall provide written notice of the proposed development to each of the affected political subdivisions.
- (C) Where written notice is required to owners of Contiguous Properties, within ten (10) working days of the filing of the application, the Applicant shall provide written notice of the Application to each of the owners of Contiguous Property that are not parties to the Application.
- (D) Within ten days of providing such written notice under these Regulations, the Applicant shall provide copies of the notification and proof of notice delivery to the Department.

§9.09. Published Notice

Unless otherwise required under individual chapters, where published notice is required, it shall be accomplished in a newspaper of general circulation in the County at least two (2) times. For published notice of Applications, such notice shall be published within thirty (30) calendar days of filing the Application. For published notice of the consideration of action on any aspect of an Application, such notice shall be published during the period beginning on the 30th calendar day and ending on the 7th calendar day prior to such consideration. To document publication of the required notice, the person having such notice published shall submit an original, signed publisher's affidavit demonstrating actual publication.

§9.10. Review of Public Notice by the County

The County may review any and all procedures used by the Applicant or others to accomplish public notice under these Regulations. The County shall require additional public notice for any public notice deemed by the County as not in compliance with these Regulations. The County may suspend the processing of any application for which the County determines that public notice was not accomplished in substantial compliance with these Regulations. The Applicant or Permittee shall be responsible for the costs of such additional public notice required as a result of failing to publish notice in substantial compliance with these Regulations.

§9.11. Additional Public Notice by the County

Where these regulations require notice, the County may accomplish additional public notice of any Application or pending action on such Application using whatever means it may deem appropriate and as required by federal, state or local law. Any such costs for this additional public notice shall be the responsibility of the County. Additional public notice by the County may include, but is not limited to, posting notice on the Commissioners Court agenda, posting notice in conjunction with other posted notices at County facilities, posting on any electronic medium maintained or used by the County, or inclusion of such notice in any announcement or communication performed by the County. Except where required by law, such additional public notice by the County will be at the discretion of the Commissioners Court. The Department shall also distribute all written and published public notice required under these Regulations to those

ATTACHMENT “A”

persons on the Department maintained public distribution list in accordance with Subchapter 10 of this Chapter.

Sub-Chapter 16 - Coordination with “911” Addressing System

This subchapter shall govern the coordination required with the “911” Addressing System prior to issuance of a Development Authorization by the County.

§16.01. Communication with County “911” Coordinator

Prior to submitting an Application, the Applicant or the Applicant’s authorized agent is required to contact the County “911” Coordinator to confirm the suitability of the naming and designation of proposed roadways and to establish procedures for identifying the “911” addresses for the subdivision. Applications for subdivisions must confirm the suitability of the name and designations in conjunction with the Preliminary Plan.

§16.02. Additional Coordination

The County “911” Coordinator may require the Applicant to coordinate “911” addressing information with the Hays County Sheriff, municipal police and fire departments, emergency services districts (ESDs) and any other emergency response agencies authorized to operate in the County whose response might be requested during an emergency.

§16.03. Approval Required

Prior to the issuance of a Development Authorization by the County, the Applicant shall submit evidence of approval by the County “911” Coordinator for the following:

- (A) The proposed names or designations for new roadways, shared access easements or shared access driveways associated with any Application to the County for a Development Authorization. The County “911” Coordinator is hereby authorized to withhold approval of names or designations that the coordinator determines are very similar to existing names or designations or which may otherwise contribute to confusion in names or designations in a way that may hinder emergency response.
 - (1) When names or designations are allowed to change on a continuous street, street signs must be placed in a clear and unambiguous manner, so as not to hinder emergency response.

- (B) If “911” addresses have not previously been established for the proposed development, in conjunction with the final Development Authorization, the County shall establish a “911” address for each lot or component of the development served by a Regulated Roadway, shared access easement or shared access driveway associated with that development. If the development plan includes multiple habitable structures located on the same lot (e.g. a multi-unit residential housing unit, a Manufactured Home Rental Community, a multi-unit commercial development, etc.), a “911” address shall be established for each habitable structure. The “911” addresses shall be established by the County “911” Coordinator.

ATTACHMENT "A"**CHAPTER 715 - WATER AND WASTEWATER AVAILABILITY*****Sub-Chapter 3 - Water Availability*****§3.01. Applicability**

The following developments are exempted from the requirements to certify water availability under these Regulations. The County encourages exempted developments to comply with these Regulations.

- (A) Exempted subdivisions as defined under §701.3.01.
- (B) Exempted Manufactured Home Rental Communities as defined under §745.2.01.
- (C) The following categories of non-exempt subdivisions are not required to demonstrate water availability, subject to the inclusion of a plat note prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the Final Plat:
 - (1) All non-exempt subdivisions of five (5) lots or less in which all lots average at least two (2) acres.
 - (2) All subdivisions of ten (10) lots or less in which all lots are larger than ten (10) acres.

§3.02. Items Common to All Water Availability Demonstrations

The following items shall be addressed in all water availability demonstrations prepared under these regulations, regardless of the source(s) utilized:

- (A) An estimate of the amount of water demand throughout all phases of development supported by engineering calculations based on the anticipated timetable for full build-out, including a statement describing the level of fire protection afforded to the proposed phase(s) of the development;
- (B) A statement as to whether there are plans for alternative or backup water service; if so, an identification of the alternative or backup water source;
- (C) A description of any anticipated new water facility improvements required to serve the development;
- (D) A map showing the proposed location of all water facilities throughout all phases of development as well as the proposed water service area, including any TCEQ-approved service area boundaries of a water service provider operating under a Certificate of Convenience and Necessity (CCN) within the boundaries of the proposed subdivision;
- (E) An estimated timetable for completion of all facilities; and,
- (F) Based on the information available at the time the application is submitted, the anticipated owner(s) and operator(s) of all water facilities throughout all phases of development shall be identified and included in the application.

§3.03. Notification for All Developments Utilizing Local Groundwater

This Subchapter addresses the requirements that Subdivisions and Manufactured Home Rental Communities must meet to demonstrate water availability using Local Groundwater for the purposes of obtaining a Development Authorization from the County. These Regulations do not

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include the details for requirements on the withdrawal and use of groundwater that may originate from the regulations other entities. The public is hereby notified that portions of Hays County are within the jurisdiction of other governmental entities, including Groundwater Conservation Districts and the Edwards Aquifer Authority, which regulate the withdrawal and use of groundwater under direct authority from the State of Texas, independent from the authority of Hays County. Within their statutory authority, these other governmental entities may impose requirements in addition to those contained in these Regulations. The Department shall cause to be included in any Development Authorizations issued under these Regulations a notice that valid limitations imposed by these other authorized entities are incorporated as a special provision into the terms of the County's Development Authorization and may be enforced as such by the County. The Department shall also develop and publish requirements for incorporating into the Record Documents notice of the requirements of these other governmental entities.

Where applicable federal, state or local statutes require Applicants to submit water availability certifications to other governmental entities, the Applicant shall document compliance with these requirements. Where the Department is made aware of applicable regulations of other entities, the Department shall process any Application as requesting a variance where that Application is determined to not be in compliance with such other regulations. It is the intention of these Regulations that all Applications be processed, to the extent authorized under State law, to not conflict with Groundwater Management Area planning efforts, established sustainable yields, desired future conditions, and managed available groundwater volumes.

§3.04. Procedures for Department Coordination with the Applicable Groundwater Conservation District

For all water availability demonstrations which rely in whole or in part on Local Groundwater, the Department shall ensure that a copy of the water availability demonstration is submitted to the applicable groundwater conservation district(s) [GCD] for review and comment. Where the Applicant is required to make such a submittal under §715.3.03, the Department shall forward to the GCD within ten (10) working days of receipt, a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater. Where such submittal to the GCD is not otherwise required by the Applicant, the Department shall forward the information to the GCD within ten (10) working days of receipt, with a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater. If the Department has not received written comments from the GCD within fifteen (15) working days, the GCD shall be considered as having waived the opportunity for review and comment on the availability demonstration. The Department shall consider all comments received from the GCD and may request such additional information from the Applicant as the Department deems appropriate in response to these comments. The Department shall include a summary of any comments timely received from the applicable GCD in any report made to the Commissioners Court on an Application. If the County has adopted a Memorandum of Understanding (MOU) with any GCD, the Department shall follow the procedures outlined in the MOU.

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§3.05. Water Availability Demonstrations Using Individual Private Water Wells Producing Local Groundwater

In addition to the requirements outlined in §715.3.02, Applicants requesting approval to utilize one or more individual private water wells using Local Groundwater to serve the proposed development shall construct at least two wells (one test well and one monitor well). Use of existing wells will be permitted if the wells fully meet these regulations. Well analyses shall be performed by a Texas licensed professional engineer or Texas licensed professional geoscientist, qualified to perform the hydrogeological testing, geophysical well logging and aquifer pump testing. The following information shall be provided to Commissioners Court for each well tested.

- (A) Identify the hydrogeologic formation by well driller’s log and approved geophysical logging methods. Provide a map and list of all known wells within 1,000 feet of the proposed subdivision boundaries (or a distance where measurable drawdown effects from the proposed subdivision well are expected). Each well is to be located by latitude and longitude.
- (B) The Certification of Groundwater Availability For Platting Form as required by the TCEQ rules on Groundwater Availability Certification for Platting at 30 Tex. Admin. Code Section 230.3. The Department shall require an applicant to submit any engineering calculations, studies or other data supporting the statements contained in the Certification of Groundwater Availability For Platting Form.

Individuals marketing the development shall provide each purchaser or renter with a statement describing the extent to which water and wastewater service will be made available, and how and when such service will be made available.

§3.06. Additional Requirements for Subdivisions Served by Individual Water Wells Producing Local Groundwater in Priority Groundwater Management Areas

Applicants requesting approval to utilize individual private water wells producing Local Groundwater to serve proposed new development in a Priority Groundwater Management Area, as that term is defined by the Texas Commission on Environmental Quality, shall be subject to the following additional requirements:

- (A) The person preparing the groundwater availability certification shall document that they obtained available information on historical water levels and known water wells from the applicable Groundwater Conservation District.
- (B) The person preparing the groundwater availability certification shall perform a walking receptor survey around the perimeter of the Subject Property to identify the visual location of apparent undocumented water wells and to visually confirm the presence of documented water wells within five hundred (500) feet of the boundaries of the subject property.
- (C) The person preparing the groundwater availability certification shall estimate the average annual recharge (per acre) in the vicinity of the Subject Property using a Groundwater Availability Model (GAM) reviewed and approved by the Texas Water Development Board.

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- (D) The person preparing the groundwater availability certification shall utilize the estimated annual average recharge rates (developed under §715.3.06.C) to determine the total estimated annual recharge for the footprint area of the Subject Property. The estimated annual recharge for the Subject property shall be compared to the projected annual groundwater withdrawal, to assess whether the projected withdrawal exceeds the estimated recharge. For developments where the projected withdrawal exceeds estimated recharge, the Applicant shall take one or more of the following steps:
- (3) Comply with the minimum lot size requirement of 6.00 acres, as presented in Table 705.05.01;
 - (4) Provide a supplemental demonstration of water availability based on an Other Water Supply System and prorate the minimum lot size requirement using 6.00 acres for the percentage provided by Local Groundwater and the otherwise applicable value from Table 705.05.01 for the Other Water Supply System; or,
 - (5) Subject to the requirements of §715.3.06(F), secure the future development rights for currently undeveloped property in a quantity sufficient to balance the groundwater withdrawal for the Subject Property with overall recharge from the Subject Property and other property, and provide Written Notice, as outlined in Chapter 701, to the owners of all proximate property for which a groundwater well is documented or discovered during the walking receptor survey and the owners of any other documented well within one-quarter mile of the Subject Property, that the projected groundwater use for the proposed development is being offset through the acquisition of additional property. The Department shall make available to the public standardized notice language for this purpose.
- (E) For developments where the availability of groundwater is limited to less than the flow required to support fully developed conditions, the Applicant shall include in the Water and Wastewater Service Plan the procedures to be utilized to limit groundwater withdrawal to the certified available quantity.
- (F) Property outside the Subject Property that is used for the purpose of balancing the groundwater withdrawal for the Subject Property shall comply with the following conditions:
- (6) Eligible additional property must recharge to the same aquifer zone as the Subject Property and be within the same PGMA.
 - (7) All such additional property shall be subject to a conservation easement or equivalent legal mechanism structured to prohibit in perpetuity its future subdivision or development. The easement or instrument shall be granted to the public and shall be held by the County or other non-profit legal entity recognized by the County as custodian for the County. Such easement or instrument shall be in such form and under such conditions as are acceptable to the County.
 - (8) For properties located within the jurisdiction of public entities having zoning authority, the Applicant shall provide documentation that the zoning for the additional property is "agricultural", "open space" or other equivalent zoning that allows little to no development of the additional property.

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- (9) The additional property shall either be contiguous to the Subject Property or located within five (5) miles of the Subject Property.
- (10) Additional property that is contiguous to the Subject Property may be considered as providing the same recharge as the Subject Property.
- (11) Additional property that is not contiguous but is located within five (5) miles of the Subject Property shall be considered as providing seventy five percent (75%) of the recharge provided by the Subject Property.
- (12) In instances where the Applicant proposes to secure the development rights from a property (the originating property) that is outside the jurisdiction of the County and within the jurisdiction of one or more local governmental entities, the Applicant must provide documentation of the written approval of the transfer from each such local governmental entity with jurisdiction over the originating property.

§3.07. Water Availability Demonstrations Utilizing a new TCEQ public water supply system:

In addition to the requirements outlined in §715.3.02, Applicants proposing to serve a development through a new public water supply system shall include the following information in the Water and Wastewater Service Plan:

- (A) If water service is to be provided by a municipal utility district or other special purpose district that has not been created as of the filing of the Preliminary Plan, a detailed description of the proposed district boundaries, a timetable for creation of the district, and identification of the proposed organization of the district.
- (B) Prior to the final approval of the development (e.g. the final plat or the Infrastructure Development Plan), the Applicant shall supply a letter to the Department from the water service provider certifying that they have the authority to provide water service; that there will be sufficient capacity to serve all phases of the proposed development; and that all required agreements have been executed.
- (C) Within ten (10) working days of receiving this supply letter, the Department shall notify in writing all governmental entities which the Department has record of having jurisdiction over any aspect of water supply to the proposed development requesting their comments on the letter. In instances where the water service provider does not own or otherwise control the source(s) of supply, the Department may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s) in addition to the information required to be provided by the water service provider. The Department shall include in any Development Authorization a Special Provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed development. Any disputes between the Applicant, water service provider and other governmental jurisdictions shall be heard by the Commissioners Court.
- (D) For developments within the jurisdiction of a Groundwater Conservation District that utilize groundwater in their demonstration, a formal groundwater availability analysis, in accordance with 30 TAC 230, shall be completed, along with a statement acknowledging that all applicable requirements of the GCD will be met.

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§3.08. Water Availability Demonstrations Utilizing an existing TCEQ-permitted public water supply:

If wholesale or retail water service is to be provided by an existing water utility or other existing water service provider, an applicant shall submit a written statement from the existing provider containing the following:

- (A) A description of the authority of the existing provider to serve the proposed phase of development.
- (B) A statement as to whether the existing provider has available capacity to serve the proposed phase of development, including a statement describing the level of fire protection afforded to the proposed phase(s) of the development.
- (C) A description of the type of water service to be provided (wholesale or retail) and a timetable for the providing of such service to the proposed development.
- (D) Identification of any anticipated water supply or service agreements that will need to be executed prior to the provision of service.
- (E) Prior to the final approval of the development (e.g. the final plat or the Infrastructure Development Plan), the applicant shall supply a letter to the Department from the utility provider certifying that they have the authority to provide water service; that there will be sufficient capacity to serve all phases of the proposed development; and that all required agreements have been executed.
- (F) Within ten (10) working days of receiving this supply letter, the Department shall notify in writing all governmental entities which the Department has record of having jurisdiction over any aspect of water supply to the proposed development requesting their comments on the letter. In instances where the water service provider does not own or otherwise control the source(s) of supply, the Department may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s) in addition to the information required to be provided by the water service provider. The Department shall include in any Development Authorization a Special Provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed development. Any disputes between the Applicant, water service provider and other governmental jurisdictions shall be heard by the Commissioners Court.

§3.09. Water Availability Demonstrations Utilizing Rainwater Harvesting

In addition to the requirements outlined in §715.3.02, Applicants proposing to serve a development through rainwater harvesting shall include the following information in the Water and Wastewater Service Plan:

- (A) Estimates of the water availability from rainwater harvesting shall be based upon the "The Texas Manual on Rainwater Harvesting", published by the Texas Water Development Board, or other industry standard sources acceptable to the Department.
- (B) Water demand estimates for demonstrations involving rainwater harvesting, including demonstrations utilizing multiple water sources, may not be lower than the largest value of the following:

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- (13) The maximum water usage rates for "water conserving households" identified by the American Water Works Association, "Residential End Uses of Water";
 - (14) A total of forty five (45) gallons per person per day;
 - (15) A total of one hundred fifty (150) gallons per dwelling unit per day.
- (C) The Water and Wastewater Service Plan shall include a standardized design for a rainwater harvesting system, prepared by a Texas licensed professional engineer, using design parameters applicable to the location of the Subject Property. This standardized design shall be based on a prototype representative of actual conditions anticipated to be present in the proposed development, including typical structure sizes and materials of construction. The standardized design shall include schematic plans, drawings and descriptions for the various component parts of the prototype system, and shall include any minimum requirements (e.g. minimum storage tank sizes) and appropriate adjustment factors to be used for each component to account for the range of differing sizes and configurations of structures anticipated to be present in the proposed development.
 - (D) The Water and Wastewater Service Plan shall include a standardized operations and maintenance plan for a rainwater harvesting system, prepared by a Texas licensed professional engineer. This operating and maintenance plan shall be based on the prototypical design and shall describe in detail the operating and maintenance requirements for each component of the prototypical rainwater harvesting system.
 - (E) The Water and Wastewater Service Plan shall clearly identify any water conservation measures and use limitations used in estimating the water demand and shall include the provisions to be utilized to ensure that the end users of the rainwater harvesting systems are aware of the need to follow these restrictions.
 - (F) Where rainwater harvesting constitutes the sole source of water supply for the development, the Applicant shall incorporate sufficient restrictions (including deed restrictions and plat notes) into the development documents to ensure that subsequent owners or users of the property do not install or utilize groundwater wells, until an updated water availability demonstration is approved documenting sufficient groundwater is available.

ATTACHMENT "A"**CHAPTER 721 - ROADWAY STANDARDS*****Sub-Chapter 1 - Applicability*****§1.01. Applicability**

This Chapter shall govern the following items related to Regulated Roadways within the County:

- (A) The design and construction of all Regulated Roadways as defined in Chapter 701.
- (B) The minimum roadway widths and building set back lines for Regulated Roadways.

§1.02. Legal Authority

Legal Authority for adopting and enforcing the regulations in this Chapter is granted to the County under TLGC in Chapters 231, 232 and 234, and under the Texas Transportation Code (TTC) Chapters 251, 286 and 545.

§1.03. Approval Required

Approval of the Commissioners Court is required prior acceptance by the County of Regulated Roadways. Separate approval is required under Chapter 751 for any use of existing County facilities, including roadway rights-of-way, which are not part of the Application for a Development Authorization.

Sub-Chapter 2 - Roadway Classifications**§2.01. Basis for Classification**

Regulated Roadways shall be classified based on the criteria established in "A Policy on Geometric Design of Highways and Streets", latest edition, as developed by the American Association of State Highway and Transportation Officials (AASHTO). For the purposes of these Regulations, regulated roadways shall be designed to handle the average daily traffic (ADT) estimated to occur for a period of twenty (20) years following completion of construction of the roadway, with the pavement sections and widths required to accommodate the design ADT at the applicable speed limits adopted by the County. At a minimum, pavement sections and widths shall conform to the suggested minimum requirements established by AASHTO for the specified classification of roadway. Roadways shall also be classified under TTC Chapter 251. Roadway classification information is included in Table 721.02.

§2.02. Country Lane

A Country Lane shall be a one or two lane paved roadway, without improved shoulders, and considered a Special Purpose Road with a design capacity of up to 100 ADT in accordance with AASHTO design standards, and third-class roadways in accordance with TTC Chapter 251.

§2.03. Local Roadway

A Local Roadway shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Local Rural Road with a design capacity of between 101 and 1,000 ADT in accordance with AASHTO design standards, and third-class roadways in accordance with TTC Chapter 251.

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§2.04. Urbanized Local Roadway

An Urbanized Local Roadway shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Special Purpose Road with a design capacity of up to 1,000 ADT in accordance with AASHTO design standards and third-class roadways in accordance with TTC Chapter 251.

§2.05. Minor Collector

A Minor Collector shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Rural Collector with a design capacity of 1,001 to 2,500 ADT in accordance with AASHTO design standards, and may be either second-class or third-class roadways in accordance with TTC Chapter 251.

§2.06. Major Collector

A Major Collector shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Collector with a design capacity of 2,501 to 5,000 ADT in accordance with AASHTO design standards, and may be either first-class or second-class roadways in accordance with TTC Chapter 251.

§2.07. Minor Arterial

A Minor Arterial shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Arterial with a design capacity of 5,001 to 15,000 ADT in accordance with AASHTO design standards, and may be either second-class or third-class roadways in accordance with TTC Chapter 251.

§2.08. Major Arterial

A Major Arterial shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Arterial with a design capacity of greater than 15,000 ADT in accordance with AASHTO design standards, and may be either first-class or second-class roadways in accordance with TTC Chapter 251.

Sub-Chapter 3 - Public Roadways

§3.01. Dedication to Public

Any dedication of a roadway to the County for public use shall be accomplished using one of the methods allowed under Chapter 701, Subchapter 11. No dedication shall be effective until the record document is recorded. In no event shall any private lot extend into a dedicated public roadway.

§3.02. Publicly Maintained and Dedicated Roadways

Roadways dedicated to the public (Public Roadways) shall be required in all developments approved under these Regulations, except those satisfying the criteria for private roadways, as set forth below. All such Public Roadways shall be paved and shall be Regulated Roadways designed and constructed in accordance with the specifications set forth in Chapter 721, Subchapter 5. The boundary lines of all subdivision Lots fronting onto a publicly dedicated right-of-way shall be contiguous with the boundary of the right-of-way.

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§3.03. Construction of Public Roadways

Public Roadways shall be considered public infrastructure, subject to the requirements of Chapter 731. Unless interim authorization for construction is obtained under Chapter 731, construction of public roadways shall not commence until such time as a Development Authorization has been issued by the County on an Application filed under these Regulations.

§3.04. Connections to Public Roadways under the Jurisdiction of Other Entities

Certain Regulated Roadways and appurtenances governed by these Regulations may require connection to or construction on or within the right-of-way of public roadways under the jurisdiction of other public entities, including the Texas Department of Transportation (TXDOT), or any other authorized state or federal government entity. All construction and access to these roadways conducted in conjunction with a development authorized under these Regulations shall comply with the requirements of the entity having jurisdiction over the affected public roadway.

Sub-Chapter 4 - Private Roadways

§4.01. General Requirements for Private Roadways

All private roadways qualifying as Regulated Roadways (Regulated Private Roadways) shall be designed and constructed in accordance with the standards in Chapter 721, Subchapter 5 for Public Roadways. All Regulated Private Roadways shall have a surface suitable for all-weather access to all portions of the proposed development served by such Regulated Private Roadway.

§4.02. Criteria for Determining Private Roadway Status

Regulated Private Roadways shall be permitted only in conjunction with a development approved under these Regulations if they satisfy each of the following criteria:

- (A) The person(s) responsible for the operation and maintenance of the Regulated Private Roadway has executed an agreement with the Commissioners Court acknowledging responsibility for such operation and maintenance;
- (B) The executed agreement includes financial assurance, as required by the Commissioners Court; and,
- (C) Lots within the development served by the Regulated Private Roadway shall have an average size greater than 5 acres; or.

The Commissioners Court has entered into an approved Development Agreement with the Owner or Permittee regarding the development of a master-planned community of no fewer than fifty (50) residential Lots.

§4.03. General Requirements for Maintenance of Private Roadways

Development Authorizations that include the use of Regulated Private Roadways shall be subject to a maintenance agreement with the County. The person(s) responsible for maintenance under the agreement may be the Owner of the Subject Property, the Permittee, or another person or entity acceptable to the County. The following provisions apply to Regulated Private Roadways:

- (A) The following note shall be conspicuously displayed on the Record Documents filed in conjunction with the Development Authorization:

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[Owner], by filing this Record Document, and all future owners of this property, by purchasing such property, acknowledge and agree that Hays County shall have no obligation whatsoever to repair or accept maintenance of the roadways shown on this approved development plan until and unless [Owner] and/or the property occupants or tenants have improved the roadways to the then current standards required by Hays County and the roadways have been accepted for maintenance by formal, written action of the County Commissioners Court and the roadways, with all required right-of-way and building setbacks, have been dedicated by the owners thereof, and accepted by the County, as public roadways. [Owner] and all future owners of property within the limits of the approved development plan shall look solely to the [Owner or Entity entering into Maintenance Agreement with the County] for future maintenance and repair of the roadways included in this development plan; and

- (B) Any restrictive covenants establishing a responsibility for roadway operation and maintenance shall be placed on record concurrently with the recording of the Record Documents.
- (C) Regulated Private Roadways shall be operated and maintained to allow unrestricted ingress/egress by the occupants of the property and service providers, including emergency services. The maintenance agreement with the County shall include enforcement provisions for Regulated Private Roadways that are not properly operated and maintained.

§4.04. Additional Requirements for Private Roadways to be Maintained by an Association

Concurrently with the filing of an Application for a Development Authorization that will include Regulated Private Roadways, the Applicant shall submit the following:

- (A) Ready-for-execution copies of the articles of incorporation and bylaws of the homeowners or property owners association; and,
- (B) The minimum annual assessments that will be imposed upon members of the association.

Sub-Chapter 5 - Standards for Regulated Roadways

§5.01. Applicability

Regulated Roadways are defined in Chapter 701, and include all roadways associated with an Application for a Development Authorization under these Regulations, including existing public roadways that are being connected or modified to accommodate the effects of a proposed development, new roadways dedicated to the public as part of a Development Authorization, new private roadways, shared access easements, and shared access driveways used for emergency services access as a part of a Development Authorization, and driveways, utilities, storm water management facilities or other facilities within the right-of-way of a Regulated Roadway.

§5.02. Design Requirements

All Regulated Roadways and related improvements shall be designed and installed so as to provide, to the maximum extent feasible, a logical system of utilities, drainage and roadways and

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to permit continuity of improvements to adjacent properties. A Roadway Design Report, prepared by a Texas licensed professional engineer, certifying compliance with these Regulations and other applicable standards shall be prepared and submitted with the Application.

§5.03. Minimum Rights of Way and Building Setbacks

All Regulated Roadways shall comply with the established minimum right-of-way widths and building setback lines based on the roadway classification. Above-grade construction is prohibited within the established building setback lines. Building setback lines apply on each side of a Regulated Roadway. The established minimum right-of-way widths and building setback lines are presented in Table 721.02, below.

§5.04. Design and Construction Standards

- (A) The classification and construction standards for all Regulated Roadways shall be determined according to the Average Daily Traffic anticipated for the roadways. The Roadway Design Report shall include estimates of the Average Daily Traffic (ADT) before and after the proposed development. The methodology for estimating ADT shall be based on recognized industry standards, including those utilized by the Texas Department of Transportation (TXDOT) and AASHTO. The post-development ADT shall be based on the maximum number of Lots that would be permitted in the approved development plan.
- (B) The geometric requirements for Regulated Roadways shall be identified in the Roadway Design Report and shall be designed to accommodate the design ADT of the roadway. The minimum geometric standards for Regulated Roadways are summarized in Table 721.02.
- (C) The design and construction of all Regulated Roadways shall conform to the Hays County Specifications for Paving and Drainage Improvements, as adopted by the Department, and shall include all necessary improvements, including necessary signage and traffic control devices. All signage and traffic control devices shall conform to the "Texas Manual of Uniform Traffic Control Devices," latest edition, as adopted by TXDOT. Speed bumps are not authorized as traffic control devices on Public Roadways. Pedestrian elements (e.g. sidewalks, crosswalks, access ramps, etc.) for projects in Public Roadways shall comply with the accessibility requirements of the Texas Department of Licensing and Regulation (TDLR), and if required, shall be submitted to TDLR for review and approval.
- (D) Incentive for Lots Larger than Five Acres. As an incentive to developers to create lots larger than five acres and to reduce their associated development costs, Country Lane roadways may be constructed, without calculation of the Average Daily Traffic, if all Lots with frontage or access onto the roadway are (i) larger than five acres in size, (ii) restricted by a note on the Record Document limiting development to one single family dwelling unit per Lot and prohibiting TCEQ Regulated Development, and (iii) the application is approved by the Department.
- (E) Incentives for Bicycle Paths and Lanes. If portions of a Local Roadway or Minor Collector are set aside and appropriately designated for the use of bicycles (or a separate bike path is constructed parallel to the roadway), then the amount of right-of-way dedicated to such bicycle use shall be credited against the width of required shoulders and

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the Department may reduce the estimated Average Daily Traffic per Lot in determining the design criteria for the roadway served by the bicycle path/lane, in an amount determined appropriate by the Department.

- (F) Clearance of Right-of-Way. Upon request by the Owner, the Department shall, to the extent it is safe and prudent to do so, permit preservation of trees of greater than ten inches (10") in diameter, measured one foot from the ground (or the replanting of trees by the Owner), within rights of way of roadways classified as Country Lanes, Local Roadways and Minor Collectors, with greater preservation of trees permitted along roadways with the lower design speed. The Owner shall be responsible for affixing reflectors or other safety devices to any trees preserved within the right-of-way.

§5.05. Access to Regulated Roadways

Except with respect to Lots served by Shared Access Driveways, each Lot shall have the minimum direct frontage onto a Regulated Roadway set forth below and Driveways shall be spaced no closer than the minimum space intervals set forth below, depending on the classification of road onto which the Lot has frontage and the driveway has access. All such driveways shall conform to the Hays County Driveway Specifications, as adopted by the Department.

- (A) Incentive for Qualifying Lots. Qualifying Lots will be exempt from the minimum lot frontage and driveway spacing requirements specified above if approved by the Department and Commissioners Court with due regard to safety concerns. A Qualifying Lot is any Lot that (i) is restricted by plat note to development of a single family residence, (ii) has direct access onto a Regulated Roadway and (iii) satisfies the minimum Lot size requirements set forth in these Regulations either through actual lot size or lot size averaging.
- (B) Flag Lots. Flag lots shall generally not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination.

§5.06. Commercial Driveways

Driveways serving commercial development shall be spaced at the minimum intervals of one hundred fifty feet (150'). Joint-use driveways may be utilized in situations that limit the number of driveway access permits that are issued by either the State of Texas or Hays County to a public roadway, or where safety concerns provide a satisfactory explanation for its use.

§5.07. Shared Access Driveways

Up to one (1) Lot without independent access to a Regulated Roadway may obtain access to a Regulated Roadway by means of a Shared Access Driveway if approved by the Commissioners Court. An additional two (2) Lots having independent access to a Regulated Roadway may also share the use of the Shared Access Driveway. Shared Access Driveways are intended as a means to provide flexibility in the development process, preserve the rural character of the land and avoid excessive infrastructure costs when such costs would provide little or no social benefit. Shared Access Driveways are not intended to serve as a substitute for interior roads. Excessive

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use of Shared Access Driveways will not be permitted. Any application proposing shared access driveways shall also satisfy the following requirements:

- (A) A plat note must be conspicuously displayed on the plat stating:
- (16) All lots served by a Shared Access Driveway are restricted to one single family residence per lot and if any other Development of a Dwelling Unit occurs on any of the Lots obtaining access through the Shared Access Driveway, then such new Dwelling Unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
- (17) The owners of the Single Family Residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
- (B) Each of the Lots sharing the use of the Shared Access Driveway shall hold equal, indivisible and unrestricted rights in the Shared Access Driveway, which rights shall be established by recorded easement and the easement shall run with the land of each of the benefited Lots. The easement instrument shall clearly state each Lot's pro rata responsibility with respect to future maintenance or repairs of the Shared Access Driveway.
- (C) The Shared Access Driveway shall be no longer than one quarter mile in length and must have a minimum distance of (a) 200 feet from any other driveway entering onto the Regulated Roadway and (b) 500 feet from any other Shared Access Driveway.
- (D) The Shared Access Driveway shall have a name or designation approved by the County "911" Coordinator and a separate "911" address shall be established as for each Lot which relies on a Shared Access Driveway for access.
- (E) Up to three (3) Lots not having independent access to a Regulated Roadway may share a Shared Access Driveway with up to two (2) Lots having independent access to a Regulated Roadway if all other requirements of this are met and all Lots using or adjacent to the Shared Access Driveway are larger than five acres in size and restricted by Plat note limiting development to one single family residence per Lot and prohibiting TCEQ Regulated Development.

§5.08. Coordination with "911" Addressing System

If not previously established, all Applications for Development Authorization submitted to the County that include a new or altered Regulated Roadway, shared access easement, or a shared access driveway shall obtain approval for the names and/or designations for such roadways, easements or driveways from the County "911" Coordinator, in accordance with Chapter 701, Subchapter 16. The Applicant shall also establish a "911" address for all lots or components of the development served by a Regulated Roadway, shared access easement or shared access driveway associated with that development, in accordance with Chapter 701, Subchapter 16.

ATTACHMENT "A"**§5.09. Speed Limits for Regulated Roadways**

- (A) If not previously established, all Applications for Development Authorization submitted to the County that include a new or altered Regulated Roadway, shared access easement, or a shared access driveway shall establish an appropriate maximum speed limit for such roadways, easements or driveways. Such established maximum speed limits shall not be greater than the maximum speed limits authorized under TTC Chapter 545.352 but shall not be less than the lower maximum speed limits authorized under TTC Chapter 545.355 for the specific type of roadway under consideration. For roadways with speed limits that are established at less than the maximum speed limits authorized under TTC Chapter 545.352, the Roadway Design Report shall include an explanation of the reasons for the reduced maximum speed limits.
- (B) Speed limits shall not take effect until such time as the County approves and issues the Development Authorization under which those speed limits were established and signage indicating the established speed limit(s) is actually posted along the roadway.

§5.10. Construction Quality Assurance for Regulated Roadways.

The Permittee shall submit document all required inspections and tests at the completion of each phase of construction of the roadway. Construction Quality Assurance testing shall comply with the following:

- (A) Tests on all components of the pavement system, including plasticity index, tests for compacted density, depth of base, distribution of asphalt, and other quality assurance tests required by the County's adopted roadway construction specifications.
- (B) It is the responsibility of the Permittee to coordinate all inspections and laboratory tests with the Department and not to proceed with construction until proper inspections and tests have been obtained.
- (C) Any laboratory tests and test holes shall be at the expense of the Permittee.
- (D) In no event will any subsequent component be placed on the roadway until the underlying components have been approved in writing by the Department.

ATTACHMENT "A"**Table 721.01 – Design Requirements Based on Roadway Classification**

Functional Classification	Country Lane	Local Roadway	Urbanized Local Roadway	Minor Collector	Major Collector	Minor Arterial	Major Arterial
AASHTO Classification	Special Purpose	Local Rural	Special Purpose	Rural Collector	Rural Collector	Rural Arterial	Rural/Urban Arterial
Average Daily Traffic (ADT - one way trips*)	Not more than 100	101-1000	Not more than 1000	1001-2500	2501-5000	5001-15000	More than 15,000
Design Speed (mph)	25 mph	25 mph	25 mph	35 mph	45 mph	55mph	**
No. of Travel Lanes	2	2	2	2	2	4	**
Turn Lanes	No	No	No	No	**	**	**
Min. ROW Width (ft)	50	60	40	60	80	100	**
Building Setback (ft)	10	25	10	25	50	50	50
Width of Travelway (ft)	18	20	18	22	24	48	**
Width of Shoulders (ft)	2	4	2	5	6	8	**
Minimum Centerline Radius (ft)	200	300	200	375	675	975	**
Min. Tangent Length between Reverse or Compound Curves (ft)	50	100	50	150	300	500	**
Min. Radius for Edge of Pavement at Intersections (ft)	25	25	25	25	25	25	**
Intersection Street Angle Range	80-100	80-100	80-100	80-100	80-100	80-100	**

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(degrees)							
Max. Grade (%):	11	11	10	10	9	8	**
Min. Street Centerline offset at Adjacent Intersections (ft)	110	125	110	125	125	125	**
Min. Stopping Sight Distance (ft)	175	175	175	250	350	550	**
Min. Intersection Sight Distance (ft)	250	250	250	350	450	550	**
Ditch Foreslope Grade	4:01	4:01	4:01	5:01	5:01	6:01	**
Ditch Backslope Grade	3:01	3:01	3:01	4:01	4:01	4:01	**
Min. Cul-de-sac ROW/ Pavement Radius (ft)	70/45	70/45	70/45	70/45	N/A	N/A	N/A
Min. “T” End ROW/ Pavement Length (ft)	80/65	80/65	80/65	N/A	N/A	N/A	N/A
Min. “T” End ROW/ Pavement Width & Radius (ft)***	40/20	40/20	40/20	N/A	N/A	N/A	N/A
Min. Lot Frontage (ft)	30	50	30	100	150	150	150
Min. Drive Spacing (ft)	50	50	50	75	120	120	120

Notes:

* ADT shall be based on an average of 10 one-way trips per dwelling unit per day for residential lots. ADT calculations for commercial or other lots shall approved by the Department on a case-by-case basis.

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** Noted elements shall be approved by the County Engineer on a case-by-case basis.

*** "T" End Designs must conform to minimum AASHTO Standards

AASHTO – American Association of State Highway and Transportation Officials

Building Setback – Minimum building setback, in feet, applicable to each side of the roadway

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CHAPTER 735 - FLOOD DAMAGE PREVENTION

Sub-Chapter 5 - Provisions for Flood Hazard Reduction

§5.03. Standards for Subdivision Proposals

- (A) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with this Chapter, and shall be approved by the County Floodplain Administrator prior to issuance of the Development Authorization by the County. Plat specifications and details for submission will be governed by Chapter 705 and other applicable provisions of these Regulations.
- (B) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet the requirements this Chapter.
- (C) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is are greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to this Chapter.
- (D) All subdivision plats shall have the Floodplain and Floodway clearly delineated on the plat and, where appropriate, shall have the lowest floor elevations for all lots located within Flood Hazard Areas.
- (E) All subdivision Applications including the placement of manufactured home parks and subdivisions shall include provisions for adequate drainage as required under Chapter 725, to reduce exposure to flood hazards.
- (F) All subdivision Applications including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (G) All subdivision Applications which include land which is encroached by areas of special flood hazard, must include the placement of a permanent benchmark indicating the elevation relative to mean sea level. The benchmark must be located within the platted property, and must be indicated on the subdivision plat.

ATTACHMENT "A"**ORDER ADOPTING RULES OF HAYS COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES****Section 10. AMENDMENTS.**

The County of Hays, Texas, wishing to adopt more stringent Rules for its On-Site Sewage Facilities, understands that the more stringent local Rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirements if local rules provide greater public health and safety protection. Listed below are the more stringent Rules adopted by Hays County, Texas.

A. Definitions.

The following terms shall have the corresponding meaning:

1. Dwelling Unit Equivalent – An estimated quantity of wastewater from a non-residential source that is equivalent to that generated from a three (3) bedroom residential dwelling unit, or 300 gallons per day, whichever is greater.
2. Qualified OSSF Inspector – An individual with a current license from the TCEQ as an Installer or a Maintenance Provider, as those terms are defined under 30 TAC Chapter 285 who also holds a current National Association of Wastewater Transporters (NAWT) or National Sanitation Foundation (NSF) certification as an on-site sewage facility inspector within one year of the effective date of these rules. Texas licensed professional engineers and Texas registered sanitarians may also inspect existing OSSFs, subject to the requirements of 30 TAC Chapter 285.
3. Department – Hays County Development Services Division
4. Groundwater Supply System – Any water supply system that obtains greater than one-third of its overall supply from Groundwater. This classification of water supply systems is further subdivided into Public Groundwater Supply Systems and Private Groundwater Supply Systems. Public Groundwater Supply Systems are any systems designated a Public Water System by the Texas Commission on Environmental Quality. Private Groundwater Supply Systems are any systems that do not qualify as a Public Groundwater Supply System, including, but not limited to, individual water supply wells.
5. Surface or Rainwater Collection System – A water supply system in which greater than two-thirds of the total water obtained is from a “surface” source, rainwater collection, or groundwater from an aquifer that is located entirely outside of Hays County. In the event any water supply system relies on Groundwater for greater than one-third, but not more than one-half, of its total water supply, the Commissioners Court may, on a case-by-case basis, approve an application to consider such water supply system to be a “Surface or Rainwater Collection System.”
6. Private Well – Any water well other than a Public Well. This definition includes Non-Public Local Groundwater Supply Systems which are Local Groundwater Supply

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Systems that do not qualify as a Public Local Groundwater Supply System, including, but not limited to individual water supply wells.

7. Public Well – A water well providing piped water for human consumption and defined as a "Community Water System" or a "Public Water System" under Chapter 290 of the Texas Administrative Code.
8. Rainwater Harvesting System – An individual potable water supply system approved by the Department and having rainwater as its source and designed to provide for any or all of the domestic water requirements, including irrigation.

D. Facility Planning

All of the terms and provisions of 30 TAC §285.4 are incorporated within the Rules of Hays County except as expressly amended below.

1. Land Planning, Site Evaluation and Minimum Lot Sizing. The following requirements shall apply to all lots on which an OSSF is to be utilized:
 - (A) A platted or unplatted single family residential lot shall have a surface area of at least the acreage designated in Table 10-1 below.
 - (B) Small Multi-Unit Residential Developments. Multi-unit residential developments with four or fewer individual dwelling units, including duplexes, may utilize lots smaller than the acreages set forth in Table 10-1, provided:
 - (1) site specific evaluation materials, for a central system or individual systems, are prepared by a Texas licensed professional engineer or a Texas registered professional sanitarian and submitted to the Department for review and approval; and,
 - (2) there is no more than one (1) dwelling unit for each TCEQ minimum lot acreage and no more than two (2) dwelling units for each minimum lot size as designated in Table 10-1 below.
 - (C) Other Multi-unit Residential Developments and Non-Residential Developments. Platted or unplatted lots used for multi-unit residential developments with more than four dwelling units, including apartment complexes, groups of rental dwelling units and lots used for non-residential purposes (e.g. office, commercial, industrial or institutional uses) producing domestic wastewater:
 - (1) shall have a minimum lot size of 1.0 acres and a total surface acreage of at least one (1) acre for each dwelling unit equivalent (DUE) per day; and,
 - (2) the on-site sewage facilities for these developments shall be designed based on site specific evaluation materials.
 - (D) OSSFs serving Manufactured Home Rental Communities and Recreational Vehicle Parks where spaces are rented or leased and are not subdivided for

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individual sale may be designed in accordance with Subsection (1)(C) above of this Section D.

- (E) Condominium Complexes. Condominium complexes utilizing on-site sewage facilities shall meet the following requirements:
- (1) The Owner applying for the OSSF permit shall identify the person who will be legally responsible for compliance with all applicable OSSF requirements. The application for OSSF permit shall include a sworn (notarized) statement from such legally responsible person attesting that such person accepts full legal responsibility for compliance with all applicable OSSF requirements. In the event the designated legally responsible party fails or refuses to comply with any applicable OSSF requirements, the Department may institute appropriate enforcement action against that person, or against one or more of the following parties who the Department determines to be responsible for the noncompliance: (i) the owner or manager of the condominium complex; (ii) the owner of one or more individual condominium units; (iii) the legally constituted condominium owners association for that condominium; (iv) a maintenance company/provider contracted to provide maintenance for the noncompliant OSSF.
 - (2) All requirements set forth in this Section D apply to condominium complexes.
 - (3) Each individual condominium unit shall be equipped with a flow meter capable of measuring the wastewater flow from that unit or a flow meter capable of measuring the water usage for that unit.
 - (4) Maintenance of the OSSF for a condominium complex is subject to the applicable maintenance, testing and reporting requirements of TCEQ's Chapter 285 Rules and all maintenance shall be provided by a Maintenance Company/Provider registered with TCEQ under such rules.
- (F) Where multiple sources of water apply to one lot, the larger of the two (2) minimum lot sizes shall govern.
- (G) In instances where the actual design of the OSSF system proposed for use dictates a larger minimum lot size required, such larger minimum lot size shall apply.
2. Lot Size Averaging. Only platted development may take advantage of these averaging provisions. The minimum acreage requirements set forth in Table 10-1 below may be obtained by averaging the size of all Lots within a platted development so long as the only Lots with acreage exceeding the minimum set forth in such table that may be included in the averaging calculation shall be:
- (A) Lots reserved by plat note for use as parkland or open space, or a private greenbelt in which all owners or residents of the subdivision hold an equal, unrestricted and indivisible right of access and use; or,

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- (B) Lots larger than five acres restricted by a plat note prohibiting all development other than one Single Family Residence or other development excluded from the term "Regulated Activities" under the Edwards Aquifer Rules of the TCEQ (30 TAC Chapter 213), but without regard to the aquifer over which the development occurs.
- 3. Notwithstanding the averaging allowed above or anything else to the contrary in this Order, no on-site sewage facility shall be permitted on any Lot smaller than the minimum lot size permitted under Chapter 366 of the Texas Health and Safety Code and the TCEQ Regulations promulgated thereunder (30 TAC Chapter 285).

Table 10-1 – Minimum Lot Sizes (in Acres) for OSSFs

Location	Water Service	Advanced	Conventional	TCEQ Min.
EARZ [1]	Surface or Rainwater Collection System	1.50	2.00	1.00 [4]
EARZ	Public Groundwater Supply System[2,8]	2.50	4.50	1.00 [4]
EARZ	Private Well	3.00	5.00	1.00 [4,6]
EACZ [3]	Surface or Rainwater Collection System	1.00	1.50	0.50 [5]
EACZ	Public Groundwater Supply System	1.50	2.50	0.50 [5]
EACZ	Private Well	2.00 6.00[8]	3.00 6.00[8]	1.00 [6]
Any Other	Surface or Rainwater Collection System	0.50 1.00 [7]	1.00	0.50 [5] 1.00 [6]
Any Other	Public Groundwater Supply System	1.00	1.50	0.50 [5]
Any Other	Private Well	1.50 6.00[8]	2.00 6.00[8]	1.00 [6]

Notes:

1. Edwards Aquifer Recharge Zone as defined in 30 TAC §213
2. A Public System is a Public Water System as defined in 30 TAC §290
3. Edwards Aquifer Contributing Zone as defined in 30 TAC §213
4. TCEQ Minimum lot size as per 30 TAC §285.40(c)
5. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(A)
6. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(B)
7. Minimum lot size for use of surface application system as per 30 TAC §285.33(d)(2)
8. Applicable to new subdivisions and Manufactured Home Rental Communities served by individual private water wells located within the Priority Groundwater Management Area as defined by Texas Commission on Environmental Quality and required to demonstrate water availability as required by Hays County under the authority granted to the County under the Texas Water Code and the Texas Local Government Code.

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4. A lot may contain multiple habitable structures and qualify as a single family residential lot if it meets the following criteria:
 - (A) In addition to the primary dwelling unit, the lot may be occupied by additional habitable structures or dwelling units (e.g. garage apartments, pool houses, guest cottages, etc.) with useable floor space less than fifty percent (50%) of the floor space of the primary dwelling unit;
 - (B) The additional habitable structures are not offered for public use or rental; and,
 - (C) All such additional habitable structures are precluded from sale or transfer separate from the primary dwelling unit.
5. Existing small lots or tracts that do not meet the minimum lot size requirements of this section and will serve one single family dwelling may be approved for an OSSF in accordance with the following requirements:
 - (A) Any lot, regardless of the date of platting or subdivision, must be of adequate size to accommodate the proposed system, including an effluent dispersal area that complies with effluent loading requirements of 30 TAC §285.91, Table I, and the system must be designed and operated in accordance with the remaining requirements of 30 TAC §285.
 - (B) For lots or tracts platted or subdivided before March 14, 1977, an OSSF may be permitted on a lot of any size.
 - (C) For lots or tracts platted or subdivided on or after March 14, 1977, but before June 14, 1984, an OSSF may be permitted on a lot of at least twenty thousand (20,000) square feet in size;
 - (D) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997;
 - (1) If the lot has a soil depth of less than four (4) feet to bedrock or to groundwater or if the percolation rate exceeds forty five (45) minutes per one (1) inch, the minimum lot size shall be thirty thousand (30,000) square feet; or,
 - (2) If the lot has both a soil depth of less than four (4) feet to bedrock or to groundwater and a percolation rate exceeding forty five (45) minutes per one (1) inch, the minimum lot size shall be forty thousand (40,000) square feet.
 - (E) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997, an OSSF may be permitted on a lot with a minimum size in compliance with 30 TAC §285.4 or §285.40, as applicable, which meets the requirements of 30 TAC §285.31 and the Hays County Regulations that were in effect at the time.

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- (F) For lots or tracts platted or subdivided on or after August 29, 1997, and before the effective date of this Order, an OSSF may be permitted on a lot with a minimum size in compliance with Table 10-1 above, which meets the requirements of 30 TAC §285.31. An exception is the Edwards Aquifer Contributing Zone which only applies to the Barton Springs Segment of the Contributing Zone.

G. Innovative Development

Innovative development, such as "planned unit development" style developments, are encouraged and will be considered on a case by case basis, upon the submission of the following with a preliminary plan application for subdivision approval:

1. Site Evaluation Materials demonstrating that such an innovative development is appropriate in light of lot sizes, soil or other conditions;
2. Site Specific Materials; and,
3. Site Plan to be recorded with Record Plat, which shall state the future development of the Property shall be in accordance with the Site Plan. The Site Plan shall designate the type of development permitted on each Lot, the location of buildings, paved areas, green belts and on-site sewage facilities (including drainage fields) on each Lot; and all other materials required under 285.30 of the Rules, as applicable. As provided in Section 285.6 of the Rules, cluster systems are not authorized.

The Commissioners Court may approve an application for innovative development permitting minimum lot acreage below those required in Table 10-1 upon a finding that the proposed development will provide equivalent protection of the public health and environment as development in accordance with these Regulations and that the lot acreage meet the TCEQ minimum.