CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, October 19, 2021 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

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

Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Parks & Community Services Director Kelly Schmidt
Public Works Director Aaron Reed
Communications & Marketing Director Lisa Sullivan
IT Coordinator Misty Dean
Planning & Coning Commission Chair Mim James
TIRZ Project Manager Keenan Smith

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

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

PROCLAMATIONS & PRESENTATIONS

1. **Approval of a Proclamation proclaiming the month of October 2021 as "National Domestic Violence Awareness Month" in the City of Dripping Springs, Texas.** *Sponsors: Council Member Tahuahua and Council Member Parks*

CONSENT AGENDA

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

2. **Approval of the September 2021 City Treasurer's Report.**
3. **Consider approval of a Resolution approving and accepting a construction bond for Caliterra Phase 4 Section 11 wastewater fiscal improvements.**
4. **Approval of the Appointment of Pam Owens and Mike Carroll to the Dripping Springs Ranch Park Board for terms ending September 30, 2021.**
5. **Approval of the Assignment and Assumption of Wastewater and Fee Agreement between the City of Dripping Springs, CRTX Development, LLC, and DS Joint Venture, LP related to 8.564 acres located at 27110 Ranch Road 12, Dripping Springs, TX 78620.**
6. **Approval of the Assignment and Assumption of Road Agreement between the City of Dripping Springs, CRTX Development, LLC, and DS Joint Venture, LP related to 8.564 acres located at 27110 Ranch Road 12, Dripping Springs, TX 78620 conditioned on city staff approval of financial submission review.**

BUSINESS AGENDA

7. **Discuss and consider selection of engineering firm for design of the Old Fitzhugh Road project and authorize staff to negotiate an agreement with the selected firm.** *Sponsor: Mayor Pro Tem Taline Manassian.*
8. **Discuss and consider action regarding an Ordinance Amending Article 22.04 – Transportation Plan, Section 22.04.001, and related to Adoption of the 2021 Transportation Master Plan.**

    a. Presentation and Staff Report
    b. Public Hearing
    c. Transportation Master Plan

9. **Public Hearing and consideration of approval of an Ordinance and Annexation Agreements regarding three tracts covering approximately 112 acres of the Cunningham, Mokhtarian, and 740 Sports Park Tracts south of 290 and east of RR 12 adjacent to Sports Park Road and the Sports and Recreation Park.** *Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC*

    a. Presentation
    b. Staff Report
    c. Public Hearing
    d. Ordinance and Municipal Services Agreement

10. **Discuss and consider approval of a Resolution consenting to creation and operation of a Municipal Utility District Number 1 regarding three tracts covering approximately 112 acres of the Cunningham, Mokhtarian, and 740 Sports Park Tracts south of 290 and east of RR 12 adjacent to Sports Park Road and the Sports and Recreation Park.** *Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC*

    a. Presentation
    b. Staff Report
    c. Resolution Approving Agreement

11. **Discuss and take possible action regarding a Memorandum of Understanding between the City of Dripping Springs and New Growth related to wastewater, transportation, and density for a property north of Highway 290 on Roger Hanks Parkway.** *Applicant: Isaac Karpay, New Growth Enterprises, L.L.C.*

12. **Discuss and consider approval of a Sign Variance Request from Jiffy Lube to Allow Additional Signage, located at 13046 Four Star Blvd., Suite 300, Austin, Texas 78737.** *Fawn Leal, SSC Signs & Lighting, Applicant.*

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

13. **Discuss and consider appointment of member to the City of Dripping Springs Utility Commission.** *Sponsor: Mayor Bill Foulds, Jr.*

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.

14. **2021 City of Dripping Springs International Dark Sky Community Annual Report to the International Dark Sky Association.** *Michelle Fischer, City Administrator*

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.

15. **Deliberation of real property and consultation with city attorney related to a planning project with park and civic property near RR 12.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

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

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

UPCOMING MEETINGS

City Council Meetings
November 2, 2021, at 6:00 p.m.
November 16, 2021, at 6:00 p.m.
December 7, 2021, at 6:00 p.m.
December 21, 2021, at 6:00 p.m.

Board, Commission & Committee Meetings
October 21, 2021 Farmers Market Committee at 10:00 a.m.
October 21, 2021 Emergency Management Commission at 12:00 p.m.
October 25, 2021 Transportation Committee at 3:30 p.m.
October 25, 2021 Founders Day Commission at 6:30 pm.
October 26, 2021 Planning & Zoning Commission at 6:30 p.m.
October 27, 2021 Economic Development Committee at 4:00 p.m.
November 1, 2021 Parks & Recreation Commission at 6:00 p.m.
November 3, 2021 Dripping Springs Ranch Park Board at 12:00 p.m.
November 4, 2021 Historic Preservation Commission Meeting 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 ***October 15, 2021, at 3:00 p.m.****.*

_____

For 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.

PROCLAMATION
OF THE CITY OF DRIPING SPRINGS
PROCLAIMING THE MONTH OF OCTOBER 2021, AS

"National Domestic Violence Awareness Month"

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and 185 Texans lost their lives due to domestic violence; and

WHEREAS, the problems of domestic violence and teen dating violence are not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

WHEREAS, the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, last year Hays-Caldwell Women's Center provided face-to-face services to over 836 local victims of domestic violence and provided 5,105 days of shelter; and

WHEREAS, last year Hays-Caldwell Women's Center provided these direct services to 11 victims from The City of Dripping Springs.

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

1. That the month of October 2021 be proclaimed as **"**National Domestic Violence Awareness Month" in the City of Dripping Springs; and

2. And that the City Council calls upon the people of Dripping Springs to work together with Hays-Caldwell Women's Center and local partners to bring an end to domestic violence and teen dating violence.

_____
Bill Foulds, Jr., Mayor

DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Finance Director/City Treasurer

Date: October 19, 2021

RE: September 2021 City Treasurer's Report

General Fund:

The General Fund received **$1,068,788.21** in revenues for September. This includes $332,448.55 in Sales Tax, of which $250,735.77 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 22% increase over September 2020. Total Sales Tax Collections for FY21 equaled $3,701,300.50 which is $82,449.50 more than projected. Building Code Fees collected $334,716.84, bringing the annual collection to $2,106,747.99, which is $456,747.99 more than projected. Additionally, with the collection of $108,805.00 in Subdivision Fees, the line has exceeded its projected revenues by $37,768.10. A total of $116,835.40 was collected in Site Development Fees which ended FY21 $117,835.40 over projections.

As anticipated with the greater than expected collections in Building Code Fees, our Building Inspector Expenditures will be over budget by approximately $365,398.39. These overages are being covered by the revenues.

Wastewater Utility Fund:

For September, **$202,926.92** was received in revenues. This included $66,489.71 which was transferred from the General Fund for the Wastewater's portion of monthly sales tax collections. For FY21, a total of $740,260.10 was received from Sales Tax, $16,489.90 more than projected. Additionally, $950,024.12 was received in Water Service Fees, $49,033.15 more than projected.

FY21 Operation Expenditures were consistent with the FY21 amended budget.

Dripping Springs Ranch Park (DSRP):

$25,974.03 in revenues were collected for September. For FY21, $51,497.00 was collected in Facility Rentals. This is $5,589.50 less than projected. However, Stall Rentals collected $8,400.99 more than projected and RV Rental collected $6,850.00 more.

FY21 Operation Expenditures were consistent with the FY21 amended budget.

Banking:

On September 30th, the City's cash balances were **$20.294 Million**. This is a 3% increase from the previous month's cash balances. A total of **$19,482.55** was collected in interest revenues for the Month of September.

BOND # LICX1209917

KNOW ALL MEN BY THESE PRESENTS, That we, Development Solutions CAT, LLC as Principal, and Lexon Insurance Company, a Corporation of the State of Texas, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the CITY OF DRIPPING SPRINGS in the sum of Fourteen Thousand Eight Hundred Twenty-Seven and 00/100 Dollars ($14,827.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the CITY OF DRIPPING SPRINGS has required the Principal to post fiscal surety for the following purpose:

> To ensure completion of the following improvements: Wastewater Fiscal improvements for Caliterra Phase 4 – Section 11.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the CITY OF DRIPPING SPRINGS signed by the City Administrators of City Engineer or designee stating that the CITY OF DRIPPING SPRINGS considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete under the inspection and to the satisfaction of the CITY OF DRIPPING SPRINGS and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 20th day of September, 2021.

Development Solutions CAT, LLC
PRINCIPAL

BY: _____
Authorized Signature

4600 Wells Fargo Center, 90 S Seventh St.
Mailing Address

Minneapolis, MN 55402
City, State & Zip Code

Lexon Insurance Company
SURETY

BY: Theresa Pickerrell
Theresa Pickerrell, Attorney-in-Fact

10002 Shelbyville Road, Suite 100
Mailing Address

Louisville, KY 40223
City, State & Zip Code

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

STATE OF MINNESOTA

COUNTY OF HENNEPIN

This Bond #LICX1209917 was acknowledged before me on September 20, 2021 by Karlien De Clercq as Vice President of Development Solutions CAT, LLC

Notary Public

Printed Name: Debra Larson

My Commission Expires: 1/31/2023

DEBRA LARSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2023

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 20th day of September, 2021.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

RESOLUTION NO. _____

APPROVING CONSTRUCTION BOND FOR CALITERRA PHASE 4 – SECTION 11 WASTEWATER FISCAL IMPROVEMENTS

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR CALITERRA PHASE 4 – SECTION 11 WASTEWATER FISCAL IMPROVEMENTS, DESIGN AND CONSTRUCTION; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

.

WHEREAS, An engineering estimate for the City of Dripping Springs ("City") design and construction of Caliterra Phase 4 – Section 11 Wastewater Fiscal Improvements has been met with a construction bond no. LICX1209917 ("Bond") issued for Caliterra Phase 4 – Section 11 by Lexon Insurance Company ("Surety"); 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 Wastewater Fiscal Improvements of Caliterra Phase 4 – Section 11, bond no. LICX1209917 in the sum of $14,827.00 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 ___ day of October, 2021 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"
Bond No. LICX1209917

(INSERT BOND)

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 10/19/2021

Agenda Item Wording: **Consider approval of a Resolution approving and accepting a construction bond for Caliterra Phase 4 Section 11 wastewater fiscal improvements**

Agenda Item Requestor:

Summary/Background: Caliterra Phase 4 Section 11 wishes to final plat before completion of wastewater improvements. The Design Engineer submitted a cost estimate to complete the wastewater improvements and City staff approved the amount. Fiscal surety is being posted in the form of a construction bond.

Commission Recommendations:

Recommended Council Actions: City staff recommends approval.

Attachments:

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

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: October 19, 2021

Agenda Item Wording: **Approval of the Appointment of Pam Owens and Mike Carroll to the Dripping Springs Ranch Park Board for terms ending September 30, 2021.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: The Dripping Springs Ranch Park Board of Directors is a five-member board that advises the City Council on recommended policies and application of policies for the development, operation and management of the Dripping Springs Ranch Park and Event Center. Policy review may be undertaken by the board member upon its own initiative, or at the direction of the City Council. Boards Members are appointed by City Council and may be residents living within the city limits or the city's extraterritorial jurisdiction.

Current Members

Member	Seat Expiration
Todd Purcell, Chair	9/30/22
Terry Polk, Vice Chair	9/30/22
Pam Owens, Secretary	**9/30/21**
Penny Reeves	9/30/22

Vacancies for this Board were advertised in April 2021 and again in August 2021. No applications were received, and no applications are on file from previous years. Both Pam and Mike have requested reappointment.

Commission Recommendations: Chair Todd Purcell has recommended the reappointment of Pam Owens and Mike Carroll.

Recommended Council Actions: Staf recommends the reappointment of Pam Owens and Mike Carroll for terms ending September 30, 2023.

Attachments: No Attachments

Next Steps/Schedule:

1. Notify members of Council decision
2. Update roster and website

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 _____ day of _____, 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").

W I T N E S S E T H:

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 _____, 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 sun 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: _____
Title: _____

[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: _____
Name: _____
Title: _____

CITY OF DRIPPING SPRINGS

AMENDED AND RESTATED WASTEWATER SERVICE AND FEE AGREEMENT

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

RECITALS:

A. Owner is the owner of land consisting of approximately 8.564 acres of undeveloped land out of the P. A. Smith League No. 26, Abstract No. 415 and the A0415 Philip A. Smith Survey, in Hays County, Texas, being more particularly described at Exhibit A (the "Land").

B. Owner intends to develop the Land with a 200-unit multi-family apartment complex (including an office and welcome center) and infrastructure (the "Improvements") pursuant to a site development permit from the City.

C. Owner intends to rezone and replat the land prior to constructing the Improvements on the Land.

D. Owner wishes to receive wastewater service for the Land through the City's System and to connect to the System through the City's wastewater collection line.

E. Owner and City recognize that although the City may physically accept wastewater from the Land at this time, the City's wastewater has already been fully committed to others, and in the event that the previously committed capacity is needed as described in this Agreement, that Owner will construct Temporary Wastewater Facilities in accordance with this Agreement to provide for the management of wastewater from the Improvements on the Land until such time as the City obtains additional capacity as a result of the construction of additional facilities pursuant to additional authorization from the Texas Commission on Environmental Quality.

F. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.

G. The Parties wish to enter into an Amended and Restated Agreement due to a delay in permit submission and approval.

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

(a) Utilities (Chapter 20)

(b) Development and Water Quality Protection (Chapter 22)

(c) Building Regulations (Chapter 24)

(d) Subdivision and Site Development (Chapter 28)

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

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

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

1.9 Discharge Permit Notification. Written notice sent by the City to Owner that all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for phase 1 is in-place;

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

1.11 Impact Fees. Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas. The amount of the Impact Fee shall be in an amount that is equivalent to the impact fee amount for new wastewater service adopted and assessed by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance at the time the Impact Fee becomes due.

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

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

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

1.15 Owner. CRTX Development Group, LLC as assigned by SK7 Investment Group LLC a Texas LLC authorized to conduct business in Texas, and, if this Agreement is assigned pursuant to § 7.3, their successors and assigns as subsequent owners of the property.

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

1.17 Offsite Facilities. AII wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point shown on the attached Exhibit C. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities.

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

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

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

1.21 Temporary Wastewater Facilities. The On-Site Sewage Facility (OSSF) or City approved alternative that will treat and manage the wastewater from the Development until City's construction of all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for Phase I of the Discharge Permit. The amount of land needed for the Temporary Wastewater Facilities is calculated by utilizing a

calculation of 215 gallons per day ("GPD") for each LUE, and assuming an application rate of 0.1 GPD/square foot.

ARTICLE II
SERVICE TO THE DEVELOPMENT

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

2.2 Temporary Wastewater Facilities Use and Approval. The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater

Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

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

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

ARTICLE III
INFRASTRUCTURE CONSTRUCTION, CONNECTIN AND DEDICATION

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

3.2 Construction Warranty and Guarantee. Any facilities to be dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to the City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and (ii) include the following provision:

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

within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

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

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

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

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

3.4 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within 180 days from the date of issuance by the City of all required permits for the construction of the Improvements, subject to Force Majeure set forth in Section 7. 1 0.

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

3.6 Construction Plan Review and Approval. The City has the right to review and approve all plans and specifications for the Temporary Wastewater Facilities, and the Offsite and Onsite Facilities, and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Temporary Wastewater Facilities, and the Onsite and Offsite Facilities with the City for review and approval. Construction of the Temporary Wastewater Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. Construction of the Onsite and Offsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's

contractor(s) and the City Engineer, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

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

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

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

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

(a) all warranties secured for their construction;

(b) al l bonds, warranties, guarantees, and other assurances of performance;

(c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and

(d) all easements required by Article 4.

(e) Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

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

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

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

ARTICLE IV
EASEMENTS

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

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

ARTICLE V
FEES AND CHARGES

5.1 Impact Fees. Prior to issuance of its initial building permit, Owner shall pay Impact Fees (also referred to as "connection fees") to the City in the amount specified by Chapter 20, Article 20.02.005(2)(A) of the City's Code of Ordinances (as amended or replaced) for the 70 LUEs reserved to serve the Land. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an owner's voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund the Impact Fees paid, without interest, only upon recovering them through Impact Fee payments

from other customers for additional connections. Consistent with Section 20.02.008 of the City's Code of Ordinances, if after construction of the Improvements it is determined that wastewater service demand, as determined by water use, exceeds the gallons per LU E assigned to the Improvements, the City may assess and collect additional connection fees for that excess use. The number of LUEs assigned to the Improvements is 70. The additional assessment shall be based on each additional LUE or fraction thereof, as determined by the water use above the gallons per LUE per day initially assigned to the customer's connection, at the dollar amount per LUE authorized by section 20.02.005 of the City's Code of Ordinances, based on the gallons per LUE in effect at the time of the assessment.

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

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

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

5.2 Release of LUEs.

(a) If Owner does not obtain approval by the City's Planning and Zoning Commission for a Planned Development District by June 30, 2020, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(b) If Owner does not file an application that is deemed administratively complete for a Site Development Permit within 365 days from May 12, 2020 and is approved within 210 days of filing, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(c) If Owner does not submit a Donation Agreement to the Texas Department of Transportation, with copy to the City, for approval of their road improvements within sixty (60) days of securing the right-of-way required for the road improvements, or May 12, 2021, whichever is earlier, the City will release the LUEs reserved for Owner under this Agreement.

(d) If Owner does file an application that is deemed administratively complete for all plats of the property within 180 days from May 12, 2020 of the Original Agreement. The final plat shall be approved within 120 days of filing of its initial complete plat application then this Agreement expires, and the City will release the LUEs reserved

for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(e) If Owner does not obtain Building Permits for the Development within 180 days after receiving Site Plan approval from the City, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LU Es.

(f) Owner shall submit the design of its Temporary Wastewater Service Facilities as part of its Site Development Permit application. If Owner does not obtain City approval of said Temporary Wastewater Service Facilities from the City Engineer concurrently with its Site Development Permit then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(g) If Owner does not construct the Onsite and Offsite Facilities within two years of the Site Plan Approval by the City, then this Agreement Expires, and the City will release the LUEs reserved for the Owner under this Agreement and the City shall be relieved of its §2.1 wastewater service obligation for the release LUEs.

(i) At any time after one year after service to the Development begins through the City System, the City may release any or all of the unconnected reserved LUEs and terminate its §2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately.

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

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

5.5 Landlord Guarantee. As authorized by City Ordinance, the City's bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to suspend or terminate water service to a customer's water meter for non-payment of the customer's wastewater bill. The owner intends construct a multi-family unit apartments development subject to issuance

of a Site Development Permit. Owner shall be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

ARTICLE VI
FEES AND CHARGES

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

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

ARTICLE VII
MISCELLANEOUS

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

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

To the City:
City of Dripping Springs
Attn: City Secretary
P.O. Box 384
Dripping Springs, Texas 78620

City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, Texas 78620

To the Owner:
CRTX Development LLC
Attn: Doug Cobb
9699 CR 132
Celina, Texas 75009
doug@crtxdev.com
With Copy to:
Bruin Ventures I, LP
Attn: Mac Jones
4611 Bee Cave Road, Suite 203
Austin, Texas 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 Condition Precedent. It is a condition precedent to the City's obligations under this Agreement that Owner re-plat the Land such that the Land consists of a single lot. If this condition precedent is not satisfied, the City shall be relieved of its all obligations under this Agreement, including its § 2.1 wastewater service obligation.

(a) A re-plat of the Land as a single lot is only necessary until such time that the City has,

(i.) completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit, and ii. delivered to the Owner all 70 LUE per Section 2.1 of this agreement.

(b) The Owner, at his sole cost, may re-plat the land into two parcels as depicted in the Conceptual Plat attached to this document as Exhibit A, at any time after the City has delivered to the development all 70 LUE's per Section 2.1 of this agreement as long as a single lift station does not serve more than one parcel.

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

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

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

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

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

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

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

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

7.13 Water Reuse Ordinance. Owner understands and agrees that the Development will be subject to the City's Water Reuse Ordinance and Owner will pay $1,675.00 for each of the 70 LUEs that are the subject of this Agreement. This payment is due within 60 days of the Effective Date of this Agreement.

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

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

Exhibit A Land Plan
Exhibit B Legal Description of the Land
Exhibit C Form of the Easement

Effective Date. The Effective Date of this Agreement is May 12, 2020.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF DRIPPING SPRINGS:

Bill Foulds Jr.
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 Nov. 16, 2020.

ANDREA CUNNINGHAM
My Notary ID # 131603237
Expires June 13, 2022

Andrea Cunningham
Notary Public, State of Texas

OWNER:
CRTX Development, LLC

_____
Signature

_____
Printed Name & Title

STATE OF TEXAS
COUNTY OF HAYS

This instrument was executed by _____ before me on

_____.

_____
Notary Public, State of Texas

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 Nov. 16, 2020.

ANDREA CUNNINGHAM
My Notary ID # 131603237
Expires June 13, 2022

Andrea Cunningham
Notary Public, State of Texas

OWNER:
CRTX Development, LLC

Signature

Douglas J. Cobb, Manager
Printed Name & Title

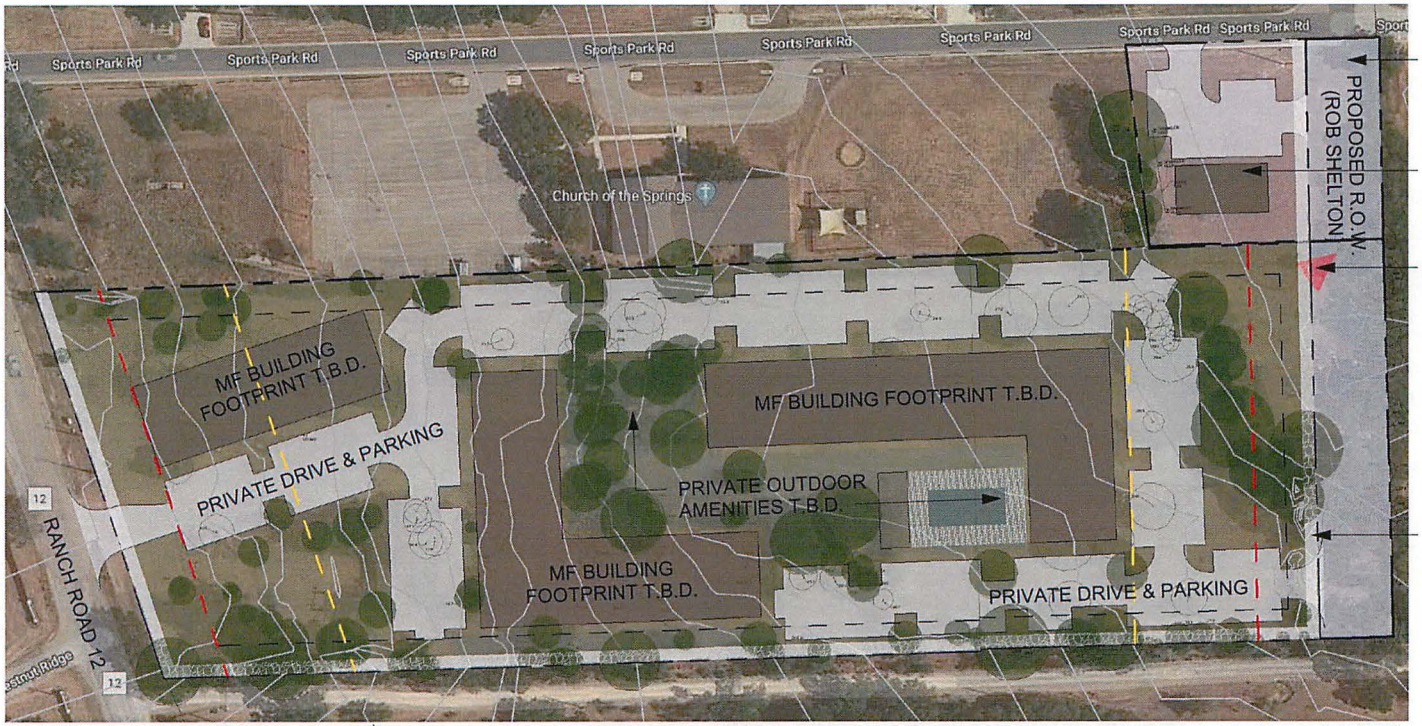
STATE OF TEXAS
COUNTY OF HAYS

This instrument was executed by Douglas J. Cobb before me on December 18, 2020.

CYNTHIA BAEZA
Notary Public
State of Texas
ID # 12530789-9
My Comm. Expires 02-17-2021

Notary Public, State of Texas

EXHIBIT A
LAND PLAN



PROGRESS PRINT. Not for regulatory approval, permitting, or construction. Registrant's Name: Andrea Freiburger Registrant's Number: 19520 © 2019 Spring Architects, Inc.

SPRING ARCHITECTS
512.900.4425
3005 S. LAMAR, STE D109-194
AUSTIN, TEXAS 78704

27110 RR12
DRIPPING SPRINGS, TX 78620

DATE
12/03/19
SCALE
1 : 1440
DESCRIPTION
CONCEPT PLAN

EXHIBIT B LEGAL DESCRIPTION OF THE LAND

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

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

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

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

THENCE South 01°25'32" East a distance of 326.29 feet along the common line of said 4`0.00 acre tract and said 2.500 acre tract to a 1/2 inch iron rod set in the north line of that certain 82.2 acre tract described in Volume 1265, Page 776 of said Official Public Records for the southwest corner of said 40.00 acre tract, the southeast corner of said 2.500 acre tract and the southeast corner hereof;

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

1. South 88°24'53" West a distance of 336.04 feet along the south line of said 2.500 acre tract to a 1/2 inch iron rod set in the east line of said 5.314 acre tract for the southwest corner of said 2.500 acre tract and a south interior corner hereof;
2. South 01°27'22" East a distance of 1.99 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod found for the southeast corner of said 5.314 acre tract and a southeast corner hereof;
3. South 88°08'17" West a distance of 668.55 along the south line of said 5.314 acre tract to a 1/2 inch iron rod set in the east line of Ranch Road No. 12 for the southwest corner of said 5.314 acre tract and the southwest corner hereof;

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

1. Following a curve turning to the right through the angle of 00°36'32", having a radius of 1597.42 feet, and whose long chord bears North 19°17'43" West a distance of 16.98 feet to a concrete monument found for a west corner hereof;
2. North 18°33'47" West a distance of 317.34 feet to POINT OF BEGINNING containing7.82 acres more or less, and as shown on certified plat herewith.

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

Together with:

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

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

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

EXHIBIT C FORM OF THE EASEMENT

EASEMENT

STATEOFTEXAS §
§
§ KNOW ALL PEOPLE BY THESE PRESENTS:
COUNTY OF HAYS §

CITY OF DRIPPING SPRINGS SANITARY SEWER EASEMENT

THAT, a _____("Grantor") of Hays County, Texas, for and in consideration of Ten Dollars ($10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas ("City"), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B ("Easement Area"), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated *effluent* lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities ("Sanitary Sewer Easement"). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area. Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, without the City's prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the day of_____, 2020.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

_____

_____

BY:

_____

NAME: _____

TITLE:_____

STATE OF _____

COUNTY OF _____

This instrument was executed by _____ before me on

_____.

_____

Notary Public, State of Texas

My Commission Expires: _____

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: 10/19/2021

Agenda Item Wording: **Approval of the Assignment and Assumption of Wastewater and Fee Agreement between the City of Dripping Springs, CRTX Development, LLC, and DS Joint Venture, LP related to 8.564 acres located at 27110 Ranch Road 12, Dripping Springs, TX 78620.**

Agenda Item Requestor: DS Joint Venture, LP

Summary/Background: DS Joint Venture has been working on this project for some time and is seeking an assignment for all responsibilities related to this project including the Wastewater and Road Agreement. The Wastewater Agreement does not require additional analysis then the notice and the attached Assignment Agreement.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the Assignment and Assumption Agreement

Attachments: Wastewater Agreement; Staff Report; Assignment Agreement

Next Steps/Schedule: Execute Agreement

ASSIGNMENT AND ASSUMPTION OF
ROAD AGREEMENT
Dripping Springs, TX 78620

THIS ASSIGNMENT AND ASSUMPTION OF ROAD AGREEMENT ("Assignment") is made and entered into as of the _____ day of _____, 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").

W I T N E S S E T H:

WHEREAS, the Assignor is the current holder of an Amended Road Agreement with the City of Dripping Springs, Texas dated _____, 2021 (the "Agreement"), for the property being approximately 8.5 acres located in Dripping Springs, Texas 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 sun 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. Assignee hereby certifies that it: (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under the Agreement.

4. This Assignment shall be binding upon, and shall inure to the benefit of, all of the parties hereto, their successors and assigns.

5. 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: _____
Title: _____

[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: _____
Name: _____
Title: _____

ROAD AGREEMENT

This Road 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** (a Texas limited liability company).

RECITALS:

WHEREAS, Owner is under contract to purchase ("Purchase") from SK7 Development, LLC, approximately 8.547 acres of land (the "Land") as shown on **Exhibit A** and more particularly described on **Exhibit B**, which Land is receiving variances from regulations on the same date; and

WHEREAS, it is intended that the Land will be developed as a multi-family community by Owner, its affiliates and/or their successors and assigns, including future owners and developers (the "Project"); and

WHEREAS, the City approved on the same date as this Agreement that certain "Affordable Housing Agreement and Restrictive Covenant" that contains terms and agreements regarding the density the development of the Land; and

WHEREAS, the Owner wishes to design and construct, or cause to be designed and constructed, Offsite Road Improvements (as hereinafter defined) or wishes to have the option to provide funding for the Offsite Road Improvements in order to provide a special benefit for the proposed development of the Land.

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

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

2.1 **Affordable Housing and Restrictive Covenant Agreement:** That certain 2.1 Affordable Housing and Restrictive Covenant Agreement executed between Owner and the City on the same date as this Agreement.

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

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

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

2.5 **City Review Fees:** The fees set out in the City's Fees Schedule Ordinance as may be amended from time to time.

2.6 **City Construction Standards:** City standards for planning, design, location, and construction of the Road Improvements in effect on the date hereof, and as the same may be amended by the cross-sections or design descriptions

2.7 **Contractor:** A person or entity that constructs the Offsite Road or related improvements.

2.8 **Effective Date:** The date upon which this Agreement is approved by the City.

2.9 **Land:** Has the meaning set forth in the Recitals.

2.10 **Notice:** Notice as defined in Section 7.3 of this Agreement.

2.11 **Offsite Road Improvements:** Has the meaning set forth in Section 3.1.

2.12 **Parties:** Parties are the City of Dripping Springs and CRTX Development, LLC, a Texas limited liability company.

2.13 **Project:** Has the meaning set forth in the Recitals.

ARTICLE 3
DESIGN AND CONSTRUCTION OF OFFSITE ROAD IMPROVEMENTS

3.1 **Offsite Road and Other Improvements:**

a. The Owner will construct, or cause to be constructed, an extension of Rob Shelton Boulevard as a two-lane divided major collector with a sidewalk and separated bicycle lanes from the intersection of Sports Park Road to the south along the site frontage.

b. The Owner will construct, or cause to be constructed, improvements to the south leg of the Rob Shelton Boulevard and US 290 intersection between US 290 and the H-E-B Driveway to provide two northbound left-turn bays and one through/right-turn shared lane. Improvements required to facilitate the new configuration include removal of the existing median and modifications to the Rob Shelton Boulevard and US 290 curb returns to accommodate the revised approach to the intersection. The improvements also include the provision of truck turning movements which shall be maintained with the Rob Shelton improvements. The improvements will be constructed in the location shown on **Exhibit B**. Construction shall include modifications to the traffic signal equipment, traffic signal timing, improvements for pedestrian crossings including

striping, signage, sidewalk bridges, curb ramps, intersection radii enhancements, and modifications to the center median as required to provide a three-lane northbound approach which achieve the dual left-turn lanes on Rob Shelton Boulevard.

c. Construction of all improvements shall be generally in accordance with the cross-sections and design specifications as required by the City Code, subject to plan review and acceptance by the City pursuant to Section 3.6. The obligation to construct the Offsite Road is predicated on the first phase of infrastructure of the Project being under construction.

d. The Owner will dedicate a right-of-way easement of a sixty foot (60') for the extension of Rob Shelton Boulevard to the City of Dripping Springs to align with the existing right-of-way north of Sports Park Road and, in addition, a ten foot (10') trail easement to the City of Dripping Springs as shown in **Exhibit C**. The improvements will also include separated bike lanes on Rob Shelton Boulevard within the right-of-way. Sidewalks will be provided within the 10' trail easement. As part of the improvements and right-of-way, the Owner and City will coordinate to construct a minimum five foot (5') sidewalk on the west side of Rob Shelton Boulevard.

e. Owner shall be required to commence construction of the Offsite Road at such time that the Owner has begun construction of the first phase of infrastructure of the Project. Approval of the site development permit on the Owner's property shall not occur until the Offsite Road and related improvements' plans are approved by the City and the Texas Department of Transportation, as appropriate.

3.2 Other Offsite Improvements. The Traffic Impact Analysis may show the need for other offsite improvements.

3.3 Infrastructure Standards.

a. Offsite Road shall be planned, designed, and constructed in compliance with this Article 3 and the City Construction Standards and any requirements of the Texas Department of Transportation that apply to the Land. Owner agrees to engage a professional engineer registered in the State of Texas to provide design phase, bid phase, and construction phase services necessary for the design, bidding, and construction and installation of the Offsite Road and other improvements. Owner shall not be required to publicly bid the project in accordance with all applicable City procedures and the Laws of the State of Texas. However, the Owner will request at least three bids from qualified firms for each construction contract for the Offsite Road and to work with the City to provide locally-based, qualified firms access to bidding opportunities as allowed by state law.

b. Final alignment will be approved by the City as well as the City Engineer during the platting and Construction Site Plan review process. Any trees that are approved for removal for the Rob Shelton Extension or any offsite improvements will not be subject to the City standards of Tree Preservation. Any fees associated with trees under this

section shall be waived upon written confirmation and approval by the City Engineer of the tree removal for the Rob Shelton Extension.

3.4 **Engagement of Contractor.** Owner shall engage a contractor to construct the Offsite Road in accordance with the terms and conditions of this Agreement and with the approved construction plans and specifications. The Owner agrees to copy the City on all change orders to the construction Contract and shall incorporate the requirements of this Article 3 and shall provide that the City is a third-party beneficiary of the contract and may enforce such contracts against the Contractor.

3.5 **Plan Review, Payment of Fees, and Pre-Construction Conference.** Construction of the Offsite Road shall not commence until the plans and specifications have been reviewed and accepted by the City for compliance with the City Construction Standards and the Texas Department of Transportation for compliance with state construction standards; a pre-construction conference has been held by the Contractor, the Owner's Engineer, the City Engineer; and TxDOT, and the applicable City Review Fees have been paid. At such pre-construction conference, the City's Engineer, in consultation with TxDOT, shall designate the individual who will serve as the City's project manager and inspector (the "City Inspector").

3.6 **Inspection by City and TxDOT.** The City and TxDOT have the right, but not the obligation, to inspect and test the Offsite Road and related improvements at any time. Further, the City and TxDOT has the right to participate in a final inspection of the Offsite Road and related improvements. The Owner, or its Engineer or Contractor, shall notify the City Inspector when the Offsite Road is ready for final inspection. If the City Inspector concurs that construction of the Offsite Road is substantially complete, then the City Inspector will schedule a final inspection by the City's Engineer within 15 days. Upon such final inspection and correction of any punch list items, the Owner shall request that City formally accept the improvements, subject to the provisions of this Agreement specifically Article 5.

ARTICLE 4
FEES, PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

4.1 **Payment of Fees.** Owner shall be responsible for paying to the City all City Review Fees and City Inspection Fees for the Offsite Road constructed by Owner as set out in the City's Fee Schedule.

4.2 **Payment of Costs.** Except as otherwise provided herein, Owner will pay all costs incurred by Owner associated with the design and construction of the Offsite Road and any cost overruns.

4.3 **Payment, Performance and Maintenance Bonds.** The City shall require the Owner or Owner's Contractor(s) to provide performance and payment bonds at the time of construction of the Offsite Road, as applicable, in accordance with Applicable Rules. Owner or Contractor shall provide a two (2) year maintenance bond upon acceptance by

the City for all improvements other than those set aside for particular maintenance in Article 5, Rob Shelton extension.

ARTICLE 5
OWNERSHIP AND OPERATION OF OFFSITE ROAD AND RELATED IMPROVEMENTS

5.1 Within sixty (60) days after the City's final approval of the Offsite Road, and the inspection and correction of punch list items pursuant to Section 3.6 above, City will accept the Offsite Road and related improvements.

a. The Owner shall provide the City Engineer with a set of digital and paper as-built drawings, for the City's permanent record.

b. The Owner or Owner's Contractor shall provide the City Administrator or designee with a two year maintenance bond for the Offsite Road except a three (3) year maintenance bond will be required for the Rob Shelton extension (as applicable).

5.2 All warranties secured for construction of the Offsite Road and all bonds, guarantees, other assurances of performance, record drawings, project manuals, and all other documentation related to the Offsite Road will be delivered to the City. Owner agrees that the City will not accept the Offsite Road burdened by any mechanic's lien created by, through or under Owner. Owner or Owner's Contractor shall provide a two year maintenance bond for the Offsite Road.

5.3 At the sole discretion of the City, the City may determine that the Owner shall maintain the Rob Shelton Extension constructed by PDD 11 for a period of three (3) years from the City of Dripping Springs acceptance thereof.

5.4 Owner maintenance of the Rob Shelton Extension constructed by PDD 11 shall include all roadway infrastructure as well as associated storm water facilities. At such time as the time for maintenance by the Owner has passed as required by 5.3, PDD 11 maintenance of roadway and storm water infrastructure within the Right-of -Way will become the responsibility of the City through acceptance by the City Council under the current ordinances. The Owner and the City Engineer shall coordinate the connection of any Rob Shelton Extension storm water infrastructure to the existing Rob Shelton Blvd. storm water system, if any. All storm water infrastructure associated with the Rob Shelton Extension that is outside the Right-of-Way will remain the maintenance responsibility of the Owner.

5.5 After the acceptance by the City, the City will operate and maintain the Offsite Road and related improvements according to the City's policies and ordinances, as amended from time to time. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the operation and maintenance of its road systems nor its duty to provide for the public health, safety, and welfare in the operation and maintenance of the same.

ARTICLE 6
INSURANCE AND INDEMNIFICATION

6.1 **Insurance.** Owner or its Contractor(s) shall acquire and maintain, during the period of time when any of the Offsite Road is under construction by Owner (with full coverage in force for matters occurring prior to City's acceptance of the Offsite Road, respectively, until expiration of two (2) years after the latter to occur of full and final completion of the Offsite Road and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability (e.g. deletion of exclusions for liability assumed under any indemnification provisions of this Agreement) , with limits of liability for bodily injury, death and property damage of not less than $1,000,000.00 per occurrence and general aggregate coverage for bodily injury, death and property damage of not less than $2,000,000.00 (per project); provided, however, if the applicable construction contract is for a sum greater than $3,000,000.00, then either (at Owner's election) the general aggregate coverage for bodily injury, death and property damage shall be no less than $5,000,000.00 (on a per project basis), or an additional $3,000,000.00 of umbrella or excess liability insurance shall be acquired and maintained. Such insurance shall cover claims for bodily injury, death and property damage which might arise out of the construction contracts for the Offsite Road and related improvements, whether by Owner, a contractor, subcontractor, material man, or otherwise. Commercial general liability insurance coverage in the amount of $1,000,000.00 must be on a "per occurrence" basis. All such insurance shall be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do the business of insurance in the State of Texas. The commercial general liability insurance shall name the City including its current and future officers, councilmembers, employees, representatives, and other agents as additional insureds and contain a waiver of subrogation endorsement in favor each additional insured. Upon the later to occur of Owner's execution of a construction contract for the Offsite Road or related improvements or five (5) days prior to commencement of construction under a construction contract for the Offsite Road or related improvements, Owner shall provide to the City certified copies of all declarations, contracts and policies of insurance, including all riders, exclusions, and all other attachments to each, evidencing such insurance coverage, along with the endorsement naming the City as an additional named insured. As to insurance required for current and for future Owners, even where Owner or the insurer has the right to cancel, fail to renew, or modify insurance coverage, each such policy shall provide that, at least thirty (30) days' prior to the cancellation (including for non-payment of premiums), non- renewal or modification of the same, the City and Owner or Owner's contractor shall receive written notice of such cancellation, non-renewal or modification; furthermore, if Owner receives ten (10) days' written notice for non-payment of premiums pursuant to Section 551.053 of the Texas Insurance Code, or if Owner is provided such notice by Owner's contractor, then Owner shall provide such notice to the City within five (5) business days. The commercial general liability insurance discussed in this Section 6.1 will not have exclusions or reduced limits for risks assumed pursuant to this Agreement. If insurance coverage that names a city as an "additional named insured" is commercially available to contractors which would bid for a construction project within the Project at commercially reasonable rates, then the

City shall be named as an "additional named insured" to the insurance policy for such construction project.

6.2 **DEFENSE, INDEMNIFICATION and HOLD HARMLESS.** THE OWNER (IN THE EVENT OF AN ASSIGNMENT PURSUANT TO SECTION 8.5 BELOW "OWNER" FOR PURPOSES OF THIS SECTION 6.2 SHALL MEAN SUCH ASSIGNEE) HEREBY COVENANTS AND AGREES, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND OTHER AGENTS (IN THIS SECTION, COLLECTIVELY THE "CITY") AGAINST AND FROM (AND WILL PAY TO THE CITY OR THE CLAIMANT, AS APPLICABLE, THE AMOUNT OF SUCH DAMAGES TO THE EXTENT THAT PAYMENT OBLIGATIONS UNDER THIS INDEMNITY ARISE) ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE (COLLECTIVELY, "DAMAGES"), ARISING FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY OWNER OR (ii) ANY THIRD PARTY CLAIMS RELATING TO ANY PUBLIC IMPROVEMENT CONSTRUCTED BY OWNER ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO THE CONCURRENT NEGLIGENCE OF THE CITY OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO PROPERTY RESULTING FROM THE ACTS OR OMISSIONS OF OWNER, ITS CONTRACTOR OR SUBCONTRACTORS, IN OWNER'S CONSTRUCTION OF THE OFFSITE ROAD OR RELATED IMPROVEMENTS FOR THE PROJECT, EXCLUDING, HOWEVER, ANY CLAIM RELATING TO THE SOLE NEGLIGENCE OR INTENTIONAL ACTS OF THE CITY. OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER SUBJECT TO THE TERMS AND CONDITIONS OF ANY INSURANCE POLICY APPLICABLE TO SUCH CLAIM AND THE INSURER'S RIGHT TO RETAIN COUNSEL ON BEHALF OF ANY INSURED OR ADDITIONAL INSURED. THE CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE APORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. OWNER SHALL RETAIN DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF OWNER DOES NOT DO SO, THE CITY MAY RETAIN ITS OWN DEFENSE COUNSEL IF REASONABLY NECESSARY AND OWNER WILL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF SUCH COUNSEL INCURRED UNTIL OWNER HAS RETAINED DEFENSE COUNSEL. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO MATTERS OCCURRING PRIOR TO CITY'S ACCEPTANCE OF THE OFFSITE ROAD OR RELATED IMPROVEMENTS, RESPECTIVELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW. OWNER WILL NOT SETTLE ANY CLAIM IF SUCH SETTLEMENT

PROVIDES FOR INJUNCTIVE OR DECLATORY RELIEF AGAINST THE CITY WITHOUT THE WRITTEN CONSENT OF THE CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD (CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY THE CITY IN CONNECTION WITH SUCH SETTLEMENT); HOWEVER, LIMITS ON FUTURE GOVERNMENT ACTION AND PRECEDENTIAL CONSIDERATIONS RELATED TO OR POTENTIALLY ARISING FROM ANY PROPOSED SETTLEMENT ARE AMONG REASONS ON WHICH THE CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

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

6.4 **Insurance and Indemnity by Contractors:** Insurance and Indemnity by Contractors: If Owner engages a Contractor to construct the Offsite Road or related improvements, Owner shall include in the contract requirements that the Contractor must provide commercial general liability insurance naming the City as an additional insured as required in Section 6.1. To the extent allowed by applicable law, Owner shall use reasonable efforts to cause the contract to provide THAT THE CONTRACTOR COVENANT AND AGREE, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OF ANY NATURE ARISING OUT OF THE PERFORMANCE OF SUCH CONTRACT, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO STRICT LIABILITY OR TO THE CONCURRENT NEGLIGENCE OF THE CITY.

ARTICLE 7
DEFAULT AND REMEDIES FOR DEFAULT

7.1 **Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the City Administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the City Administration shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

7.2 **Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party arising out of the default, give written notice to the defaulting Party specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least

thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

7.3 **Remedies Between the City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 7.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Hays County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

ARTICLE 8
MISCELLANEOUS

8.1 **Governing Law; Jurisdiction and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. All obligations of the parties created hereunder are performable in Hays County, Texas and venue for any action arising hereunder shall be in Hays County.

8.2 **Conspicuous Provisions:** The City and Owner acknowledge that the provisions of this Agreement set out in bold, CAPITALS (or any combination thereof) satisfy the requirements for the express negligence rule or are conspicuous.

8.3 **Notices:** 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. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties

are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

City of Dripping Springs
Attn: City Secretary
P.O. Box 384
Dripping Springs, Texas 78620

City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, Texas 78620

To Owner:

CRTX Development LLC
ATTN: Doug Cobb
9699 CR 132
Celina, Texas 75009

8.4 **City Consent and Approval:** In any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval must be granted in writing, and unless otherwise specified in this Agreement may be withheld or conditioned by the staff or City Council based on compliance with the terms of this Agreement and applicable laws and ordinances.

8.5 **Assignment:** This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner, without the consent of the City, provided that the assignee assumes all of the assigned obligations of Owner hereunder and the assignee has provided Owner with a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement.

For assignments other than an affiliate as provided in the above paragraph, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party provided that the assignee has provided to Owner with a copy to the City in a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement.

In the event the proposed assignee is a company that is publicly traded and listed on the New York Stock Exchange, then an officer of such proposed assignee shall provide this information in the certification described in this Section 8.5 in lieu of the requirements of (iii), above. Owner shall provide the City sixty (60) days prior written notice of any such assignment, and Owner shall provide the City with a copy of the writing described in this Section 8.5. Upon assignment pursuant to this Section 8.5, Owner shall be released of any further obligations under this Agreement.

8.6 **No Third Party Beneficiary:** This Agreement is solely for the benefit of the Parties, and neither the City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City and Owner.

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

8.8 **No Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any material 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 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.

8.9 **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.

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

8.11 **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 "shall include" means "shall include without limitation."

8.12 **Exactions Roughly Proportionate:** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code, arising out of this Agreement. Both Owner and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in Dolan v. City of Tigard, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement or the future zoning ordinance covering the Land. Owner further acknowledges that the benefits of platting and master planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and, in the future, and Owner acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Notwithstanding the foregoing, Owner does not waive any of its rights or claims with respect to any future requests or exactions from the City not covered or determined by this Agreement or the future zoning ordinance covering the Land.

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

8.14 **Term:** The term of this Agreement will commence on the Effective Date and continue until the City's acceptance of the Offsite Road (or earlier termination of Owner's obligation to construct the Offsite Road pursuant to Section 3.1(d) above) and related improvements, unless terminated on an earlier date by written agreement of the City and Owner.

8.45 **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	**Depiction of Land**
Exhibit B	**Rob Shelton Conceptual Improvements**
Exhibit C	**Street Section**

The Effective Date of this Agreement is **May 12, 2020.**

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

CRTX DEVELOPMENT, LLC:

Signature

Printed Name & Title

ATTEST:

Andrea Cunningham

Andrea Cunningham, City Secretary

EXHIBIT A
Property Location

EXHIBIT A (CONTINUED)
Property Legal Description

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

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

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

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

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

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

1. South 88°24'53" West a distance of 336.04 feet along the south line of said 2.500 acre tract to a 1/2 inch iron rod set in the east line of said 5.314 acre tract for the southwest corner of said 2.500 acre tract and a south interior corner hereof;
2. South 01°27'22" East a distance of 1.99 feet along the east line of said 5.314-acre tract to a 1/2-inch iron rod found for the southeast corner of said 5.314-acre tract and a southeast corner hereof;
3. South 88°08'17" West a distance of 668.55 along the south line of said 5.314-acre tract to a 1/2-inch iron rod set in the east line of Ranch Road No. 12 for the southwest corner of said 5.314-acre tract and the southwest corner hereof;

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

1. Following a curve turning to the right through the angle of 00°36'32", having a radius of 1597.42 feet, and whose long chord bears North 19°17'43" West a distance of 16.98 feet to a concrete monument found for a west corner hereof;
2. North 18°33'47" West a distance of 317.34 feet to POINT OF BEGINNING containing7.82 acres more or less, and as shown on certified plat herewith.

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

Together with:

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

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

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

EXHIBIT B
Rob Shelton Conceptual Improvements

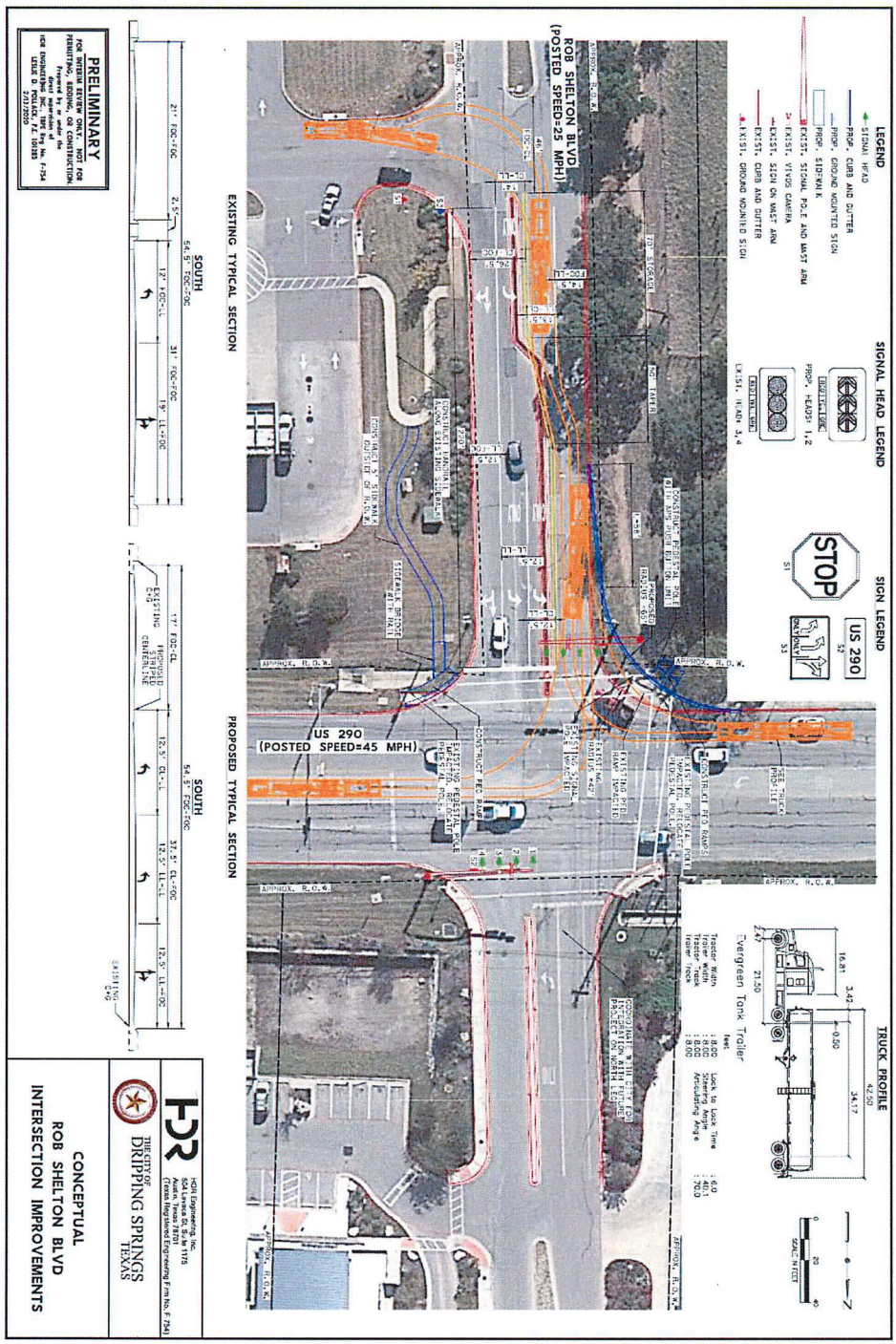
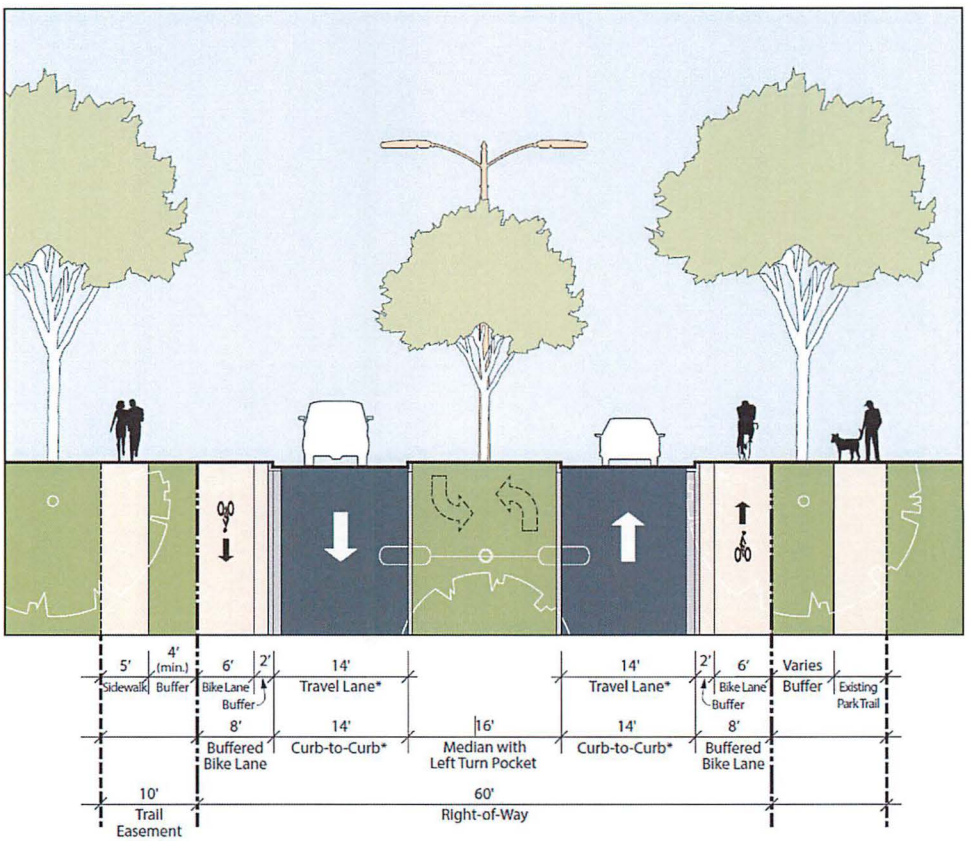


EXHIBIT C
IMPROVEMENTS



2 Lane Major Collector - For Rob Shelton

City of Dripping Springs

Draft: April 29, 2020

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: 10/19/2021

Agenda Item Wording: **Approval of the Assignment and Assumption of Road Agreement between the City of Dripping Springs, CRTX Development, LLC, and DS Joint Venture, LP related to 8.564 acres located at 27110 Ranch Road 12, Dripping Springs, TX 78620 conditioned on city staff approval of financial submission review.**

Agenda Item Requestor: DS Joint Venture, LP

Summary/Background: DS Joint Venture has been working on this project for some time and is seeking an assignment for all responsibilities related to this project including the Wastewater and Road Agreement. The Road Agreement requires an analysis of the financial ability of the assignee. Here is the pertinent language:

For assignments other than an affiliate as provided in the above paragraph, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party provided that the assignee has provided to Owner with a copy to the City in a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. In the event the proposed assignee is a company that is publicly traded and listed on the New York Stock Exchange, then an officer of such proposed assignee shall provide this information in the certification described in this Section 8.5 in lieu of the requirements of (iii), above. Owner shall provide the City sixty (60) days prior written notice of any such assignment, and Owner shall provide the City with a copy of the writing described in this Section 8.5. Upon assignment pursuant to this Section 8.5, Owner shall be released of any further obligations under this Agreement.

Commission Recommendations: N/A

Recommended Council Actions:	Approval of the Assignment and Assumption Agreement conditioned on city staff approval of financial submission review.
Attachments:	Wastewater Agreement; Staff Report; Assignment Agreement
Next Steps/Schedule:	Finalize financial review and Execute Agreement

City of Dripping Springs

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

Agenda Item Report from: TIRZ Project Manager / Keenan Smith

TIRZ Board Meeting Date:	October 19, 2021
Agenda Item Wording:	Old Fitzhugh Road Project- RFQ for Plans, Specifications and Estimates Firm Selection Recommendation: "Discuss & Consider Possible Action"
Agenda Item Requestor:	City Attorney – Laura Mueller & TIRZ Project Manager – Keenan Smith
Board Member Sponsor:	Chair- Dave Edwards

Summary/Background: **Old Fitzhugh Road- RFQ for Plans, Specifications & Estimates (PSE's):**

SOQ Evaluations, Firm Recommendations, Process & Timeline Update:

Statements or Qualifications (SOQs) were received from eight (8) prospective engineering firms/teams on August 27, 2021. The City Attorney verified that all the submissions are "valid" e.g., meeting the submission requirements as stated in the RFQ. The eight (8) SOQs were then reviewed and evaluated individually and without collabortion by a Team of four (4) evaluators, using the RFQ scoring criteria.

The SOQ Evaluation Team met on September 17, 2021, to review the compiled scoring summary and to discuss their individual and joint recommendations on possible "Qualified Firm(s)."

Scoring worksheets and Evaluator commentaries are included. The general scoring ranking was found to be as follows:

1. **HDR**
2. **American Structurepoint**
3. **Kimley Horn**
4. **Volkert**
5. **Freese & Nichols**
6. **Pape Dawson**
7. **Parkhill**
8. **TRC**

HDR was found to be the highest scoring firm, by a significant and decisive margin. The SOQ Evaluation Team resolved to unanimously recommend HDR as "Qualified Firm," without the need for shortlisting or further interviews, and is seeking TIRZ Board and City Council Approval, along with permission for Staff to negotiate a Professional Services Agreement (PSA).

To encourage more and better SOQ submissions for future engineering, public works, civic infrastructure and TIRZ projects, the SOQ Evaluation Team felt strongly that we honor the SOQ respondents' efforts by communicating as much information and feedback about the evaluation process and decisions as possible. This led to the inclusion here of Evaluators' individual scoring sheets, written comments and creating the opportunity for debriefing interviews with the respondent firms, if desired.

Old Fitzhugh Road- RFQ for Plans, Specifications & Estimates (PSE's):

SOQ Evaluations, Recommendations, Process & Timeline Update (2021):

- **October 18**: **Qualified Firm Recommendation to TIRZ Board** (possible action)
- **October 19**: **Qualified Firm Recommendation** (TIRZ Board to City Council)
- **TBD- Oct/Nov: PSA negotiations with Qualified Firm** (subject to CC approval)

* * *

Respectfully Submitted:

Keenan E. Smith, AIA
TIRZ Project Manager
October 14, 2021 / 1525 hrs.

Commission Recommendations:	TIRZ Board heard the recommendation on October 18, 2021.
Actions by Other Jurisdictions/Entities:	
Previous Council Action:	Budget approval for OFR improvements.
Recommended Council Action:	Selection of order of rank of engineering firms as presented by staff and allow staff direction to negotiate agreement with engineering firms in order of section.
Alternatives/Options:	Disapprove any selection. Make alternative rank selection.
Budget/Financial Impact:	Project is budgeted for.
Attachments:	RFQ, Statements of Qualifications, Ranking by Staff, Staff Report.
Related Documents at City Hall:	
Public Notice Process:	Advertised in Newspaper and on City Website.
Public Comments:	N/A
Enforcement Issues:	
Comprehensive Plan Element:	
Next Step/Schedule:	Staff will negotiate with selected firm for agreement.

San Marcos Publishing, LP
Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

Received
AUG 06 2021
City of Dripping Springs

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

August 5, 2021

---------- 2021

----------_2021

---------- 2021

The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 4th day of August, 2021 to certify which witness my hand and seal of office.

Mattatha Barker
NOTARY PUBLIC in and for Hays County, Texas

MATTATHA MARIE BARKER
Notary Public, State of Texas
Comm. Expires 11-04-2022
Notary ID 128436511

REQUEST FOR QUALIFICATIONS
Old Fitzhugh Road Engineering Services
For Dripping Springs, Texas

PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting **Statements of Qualifications for Old Fitzhugh Road Engineering Services.**

Sealed Statements of Qualifications must be submitted in one (1) original, five (5) copies, and one (1) electronic copy in PDF formant on a flash drive and shall be delivered to:

City of Dripping Springs, Texas
Attn: Laura Mueller, City Attorney
511 Mercer Street or P.O. Box 384
Dripping Springs, Texas 78620

Electronic submission is also allowed at lmueller@cityofdrippingsprings.com. Statements of Qualifications must be submitted **by 4 p.m. on August 27, 2021**, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

A pre-proposal virtual meeting will be held on **August 16, 2021 at 2:00 p.m.** by Zoom. This meeting is optional. If interested in participating in the pre-proposal meeting please email kcampbell@cityofdrippingsprings.com by August 13, 2021 to receive the meeting invite.

If additional information is requested, please email questions to Laura Mueller, City Attorney at lmueller@cityofdrippingsprings.com with "OFR Engineering Services" in the subject line. RFQs may be viewed online at the City's website at www.cityofdrippingsprings.com.

DRIPPING SPRINGS
Texas

REQUEST FOR QUALIFICATIONS
CITY OF DRIPPING SPRINGS, TEXAS
Request for Qualifications "Old Fitzhugh Road Engineering Services"

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The City of Dripping Springs ("City") intends to develop the Plan Specifications and Estimates (PS&E) phase services which will develop and advance engineering and design of the Old Fitzhugh Road Concept Plan. City now intends to enter into **one** (1) contract with a consulting engineering firm as a professional service provider, including design services, to provide the following services.

REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City of Dripping Springs, hereinafter referred to as "the City", is soliciting Statement of Qualifications (SOQ) from engineering firms, hereinafter referred to as "Applicant," which have LGPP Certified staff and more than three (3) years experience in design and construction

administration of street projects as outlined in the SCOPE OF SERVICES section of this request. The Applicant awarded the contract is referred to herein as "the Consultant."

Statement of Qualifications are due at 4 p.m. on August 27, 2021 and will be opened by City Staff at that time. Proposals will become public, as required by the Texas Public Information Act, Texas Government Code, Chapter 552 after the contract is awarded.

As part of the Bidding process, interested persons are able to request additional information from the City regarding the Bid and its process. The following additional information is available:

Question 1. RFQ Page 5, Qualification Requirements item 10 states respondents must have an approved indirect cost rate in order to be considered for award. This section states our qualification must include the requirements in this section. Are respondents to include our indirect cost rate with our response to this RFQ? Does the Professional Services Procurement Act; Section 2254.004, Texas Code not apply?Just the roadrunner trail

Clarification: No costs should be included in the Request for Qualifications. All negotiations related to costs will be done after the engineer is selected through the RFQ process. The RFQ has been updated to clarify this language.

DRIPPING SPRINGS
Texas

REQUEST FOR QUALIFICATIONS
CITY OF DRIPPING SPRINGS, TEXAS
Request for Qualifications "Old Fitzhugh Road Engineering Services"
CLARIFICATION 2

Notice is hereby given that the City of Dripping Springs, Texas is soliciting **Statements of Qualifications for Old Fitzhugh Road Engineering Services.**

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Attn: Laura Mueller, City Attorney
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CLARIFICATION 1

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Clarification: No costs should be included in the Request for Qualifications. All negotiations related to costs will be done after the engineer is selected through the RFQ process. The RFQ has been updated to clarify this language.

CLARIFICATION 2

Question 2. Attachment "C" Draft Professional Services Agreement states, "6. Limitations. During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City." We had understood that this is not a controversial project and the direction of the project has previously been established by others. We are not certain as to the specific concern that this limitation is intended to address but request that this might be reconsidered as perhaps not applicable to this specific procurement. This clause may limit the potential field of respondents to just a few firms.

Clarification: This provision is an extension of Section 2.02.002 of the City of Dripping Springs Code of Ordinances. This is more restrictive than our ordinance and the City is open to negotiating this issue so long as any agreement complies with our ordinance. Here is the ordinance in question:

Sec. 2.02.002. - Standards of conduct and disclosure of interest.

(E) Any city contractor that has a substantial interest in a business entity, or represents a person or business entity that has any pending applications with the city, shall file a notice with the city

secretary stating such interest or representation at least two weeks prior to the date of any consideration of such application by the appropriate body of the city. If such body desires such city contractor to continue to advise such body regarding such application, a written acknowledgement and waiver shall be executed by the presiding officer of such body.

Question 3. Does the Draft PSA, provision 6 Limitations also apply to subcontractors?

Clarification: Generally, no. But will be viewed on a case by case basis.

Question 4. Do we need a Registered Accessibility Specialist included on our team or will the City submit for RAS review and TDLR approvals?

The selected Engineering Firm is responsible for providing a Registered Accessibility Specialist.

Question 5. "**In order to be considered for award of this contract, Applicants must have an approved indirect cost rate."**

With whom do we need an approved indirect cost rate and how is that documented?

Clarification: No costs should be included in the Request for Qualifications. All negotiations related to costs will be done after the engineer is selected through the RFQ process. The RFQ has been updated to clarify this language. The submission of the indirect cost rate can occur during negotiation of the PSA after the engineer is selected.

Question 6: "**Confirmation that the professional engineer assigned to the project carries general liability insurance, worker's compensation, Business Automobile Policy, and professional liability insurance within ten (10) calendar days of any Notice of Award."**

- **For the SOQ, is a statement sufficient or is a specific form required?**

Clarification: Statement that such insurance will be provided is sufficient.

Question 7: Conflict of Interest Affidavit – Is this submitted with the SOQ or with contract execution? Do you need a statement to address conflicts of interest in the SOQ?

Clarification: This can be provided at any time including during the SOQ or once engineer is selected.

Question 8: Please verify Electronic Only submissions are acceptable in lieu of printed copies.

Clarification: Electronic submission is allowed in lieu of printed copies.

DRIPPING SPRINGS
Texas

REQUEST FOR QUALIFICATIONS
CITY OF DRIPPING SPRINGS, TEXAS
Request for Qualifications "Old Fitzhugh Road Engineering Services"
CLARIFICATION 3

Notice is hereby given that the City of Dripping Springs, Texas is soliciting **Statements of Qualifications for Old Fitzhugh Road Engineering Services.**

Sealed Statements of Qualifications must be submitted in one (1) original, five (5) copies, and one (1) electronic copy in PDF formant on a flash drive and shall be delivered to:

City of Dripping Springs, Texas
Attn: Laura Mueller, City Attorney
511 Mercer Street or P.O. Box 384
Dripping Springs, Texas 78620

Electronic submission is also allowed at lmueller@cityofdrippingsprings.com. Statements of Qualifications must be submitted **by 4 p.m. on August 27, 2021**, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

A pre-proposal virtual meeting will be held on **August 16, 2021 at 2:00 p.m**. by Zoom. This meeting is optional. If interested in participating in the pre-proposal meeting please email kcampbell@cityofdrippingsprings.com by August 13, 2021 to receive the meeting invite.

If additional information is requested, please email questions to Laura Mueller, City Attorney at lmueller@cityofdrippingsprings.com with "OFR Engineering Services" in the subject line. RFQs may be viewed online at the City's website at www.cityofdrippingsprings.com.

The City of Dripping Springs ("City") intends to develop the Plan Specifications and Estimates (PS&E) phase services which will develop and advance engineering and design of the Old Fitzhugh Road Concept Plan. City now intends to enter into **one** (1) contract with a consulting engineering firm as a professional service provider, including design services, to provide the following services.

REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City of Dripping Springs, hereinafter referred to as "the City", is soliciting Statement of Qualifications (SOQ) from engineering firms, hereinafter referred to as "Applicant," which have LGPP Certified staff and more than three (3) years experience in design and construction

administration of street projects as outlined in the SCOPE OF SERVICES section of this request. The Applicant awarded the contract is referred to herein as "the Consultant."

Statement of Qualifications are due at 4 p.m. on August 27, 2021 and will be opened by City Staff at that time. Proposals will become public, as required by the Texas Public Information Act, Texas Government Code, Chapter 552 after the contract is awarded.

As part of the Bidding process, interested persons are able to request additional information from the City regarding the Bid and its process. The following additional information is available:

CLARIFICATION 1

Question 1. RFQ Page 5, Qualification Requirements item 10 states respondents must have an approved indirect cost rate in order to be considered for award. This section states our qualification must include the requirements in this section. Are respondents to include our indirect cost rate with our response to this RFQ? Does the Professional Services Procurement Act; Section 2254.004, Texas Code not apply?Just the roadrunner trail

Clarification: No costs should be included in the Request for Qualifications. All negotiations related to costs will be done after the engineer is selected through the RFQ process. The RFQ has been updated to clarify this language.

CLARIFICATION 2

Question 2. Attachment "C" Draft Professional Services Agreement states, "6. Limitations. During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City." We had understood that this is not a controversial project and the direction of the project has previously been established by others. We are not certain as to the specific concern that this limitation is intended to address but request that this might be reconsidered as perhaps not applicable to this specific procurement. This clause may limit the potential field of respondents to just a few firms.

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secretary stating such interest or representation at least two weeks prior to the date of any consideration of such application by the appropriate body of the city. If such body desires such city contractor to continue to advise such body regarding such application, a written acknowledgement and waiver shall be executed by the presiding officer of such body.

Question 3. Does the Draft PSA, provision 6 Limitations also apply to subcontractors?

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Question 6: "**Confirmation that the professional engineer assigned to the project carries general liability insurance, worker's compensation, Business Automobile Policy, and professional liability insurance within ten (10) calendar days of any Notice of Award."**

- **For the SOQ, is a statement sufficient or is a specific form required?**

Clarification: Statement that such insurance will be provided is sufficient.

Question 7: Conflict of Interest Affidavit – Is this submitted with the SOQ or with contract execution? Do you need a statement to address conflicts of interest in the SOQ?

Clarification: This can be provided at any time including during the SOQ or once engineer is selected.

Question 8: Please verify Electronic Only submissions are acceptable in lieu of printed copies.

Clarification: Electronic submission is allowed in lieu of printed copies.

Question 9: Can you please confirm that there are no DBE/MBE/WBE or HUB goals?

Clarification: There are no DBE/MBE/WBE or HUB goals with this project.

Question 10: Item 10 under the requirements mentions the consultant must have an approved Indirect Cost Rate with the City. Can you confirm that a TxDOT-approved Overhead FAR Audited rate is acceptable? Or that if a consultant already has existing contracts with the City that the consultant would meet this requirement?

Clarification: No costs should be included in the Request for Qualifications. All negotiations related to costs will be done after the engineer is selected through the RFQ process. The RFQ has been updated to clarify this language. The submission of the indirect cost rate can occur during negotiation of the PSA after the engineer is selected.

Question 11: Are there any firms that are precluded from this RFQ based on current or previous work with the City or other entities on this project?

Clarification: No, there are not but all submissions will be reviewed for possible conflicts of interest.

Question 12: What project funding sources are currently anticipated for this project (i.e. local, state, federal, private)?

Clarification: The City is actively pursuing a variety of funding sources, including City, County, State and Federal funds or grants.

Question 13: Does the City intend to have additional Public Involvement as part of this contract?

Clarification: Ongoing Public Involvement with Old Fitzhugh Road stakeholders, in coordination with City resources and Staff, will be expected of the Consultant including possible presentations at various City boards and commissions including City Council, Historic Preservation Commission, and the Tax Increment Reinvestment Zone Board.

DRIPPING SPRINGS
Texas

AMENDED AUGUST 16, 2021
REQUEST FOR QUALIFICATIONS
CITY OF DRIPPING SPRINGS, TEXAS
Request for Qualifications "Old Fitzhugh Road Engineering Services"

PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting **Statements of Qualifications for Old Fitzhugh Road Engineering Services.**

Sealed Statements of Qualifications must be submitted in one (1) original, five (5) copies, and one (1) electronic copy in PDF formant on a flash drive and shall be delivered to:

City of Dripping Springs, Texas
Attn: Laura Mueller, City Attorney
511 Mercer Street or P.O. Box 384
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Electronic submission is also allowed at lmueller@cityofdrippingsprings.com. Statements of Qualifications must be submitted **by 4 p.m. on August 27, 2021**, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

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The City of Dripping Springs ("City") intends to develop the Plan Specifications and Estimates (PS&E) phase services which will develop and advance engineering and design of the Old Fitzhugh Road Concept Plan. City now intends to enter into **one** (1) contract with a consulting engineering firm as a professional service provider, including design services, to provide the following services.

REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City of Dripping Springs, hereinafter referred to as "the City", is soliciting Statement of Qualifications (SOQ) from engineering firms, hereinafter referred to as "Applicant," which have LGPP Certified staff and more than three (3) years experience in design and construction administration of street projects as outlined in the SCOPE OF SERVICES section of this request. The Applicant awarded the contract is referred to herein as "the Consultant."

Statement of Qualifications are due at 4 p.m. on August 27, 2021 and will be opened by City Staff at that time. Proposals will become public, as required by the Texas Public Information Act, Texas Government Code, Chapter 552 after the contract is awarded.

Project Description and Work to be Performed

The Consultant shall provide design, engineering, supplemental surveying, and other necessary services required for the preparation of PSE's for the Old Fitzhugh Road (OFR) Concept Plan and Full Site Plan documents for the City of Dripping Springs (City). These services may include, but are not limited to, supplemental surveying, roadway design, traffic engineering and traffic calming design, drainage design, multi-use trail design, pedestrian elements and amenities design, landscape & streetscape design, safety, and pedestrian illumination design.

The City will select a Consultant which has adequate staff and more than three (3) years of experience in design and construction management of projects. The selected Consultant will be required to have extensive experience including design, development of Plans, and Specifications and Estimates (PS&E).

Scope and Tasks of Services

Engineering services will include, but may not be limited to the following Project Tasks:

1. **Project Management and Administration**: (Task 1)-
   - 1.1. Progress Reporting and Invoicing
   - 1.2. Project Meetings and Workshops
   - 1.3. Project Scheduling and Coordination
   - 1.4. Right-of-Entry Letters
   - 1.5. Quality Assurance and Quality Control
   - 1.6. Milestone Submittal Acceptance and Technical Reviews (30% / 60% / 90% and 100%)
   - 1.7. Applicable Standards (City of Dripping Springs, City of Austin, State Standards)
   - 1.8. Design Controls (design exceptions and waivers)
   - 1.9. General Design Criteria (TxDOT, TMUTCD, NACTO, AASHTO, ADAAG, TAS, TCEQ, CODS etc)

2. **Supplemental Field Surveying**: (Task 2)-
   2.1. Supplemental Field Survey Criteria & Scope of Work
   2.2. Deliverable Survey Data (for Design purposes)
   2.3. Assumptions (Supplements existing ROW Survey - Mercer to RR-12 approx. 3,252 lf)

3. **Environmental Document:** (Task 3)
   3.1. Categorical Exclusion (CE) Determination & Project Scoping
   3.2. Environmental Data Collection
   3.3. ROW Entry Letters (if needed- for property outside ROW)
   3.4. Air Quality Analysis (if determined)
   3.5. Cultural Resources (Archeological & Non-Archeological- if determined)
   3.6. Community Impact Assessment (if determined)
   3.7. Water Resources Report (if determined)
   3.8. Tier 1 Site Assessment
   3.9. Hazardous Materials
   3.10. Public Meeting (Meeting of Affected Property Owners (MAPO))
   3.11. Notice Affording Opportunity for Public Hearing
   3.12. Traffic Noise Analysis

4. Roadway Design (Task 4)-
   4.1. Roadway Plans (w/Plan & Roadway Details)
   4.2. Typical Cross Sections (with/without Parking, with/without Landscape / Rain Gardens)
   4.3. Grading & Earthwork (grading coordination details at ROW lines; Cut & Fill Quantities)
   4.4. Driveway Details (layouts of pavement and drainage designs at intersecting driveways)
   4.5. Intersection Designs (layout details at Mercer St. and RR-12 intersections)
   4.6. Traffic Calming & Design

5. Multi-Use Trail & Pedestrian Amenities Design (Task 5)-
   5.1. Trail Plan (w/Plan Details)
   5.2. Typical Trail Cross Sections
   5.3. Driveway Crossings (layouts detailing trail designs at intersecting driveways)
   5.4. Pedestrian Crossing Designs (layout details at Activity Plazas / Traffic Calming)
   5.5. Pedestrian Amenities & Furnishings (Plan Details, Schedules & Specifications)
   5.6. Project Submittal to TDLR (at Final PSE, w/TDLR comments addressed & accepted)

6. Landscape, Streetscape and Urban Design (Task 6)-
   6.1. Landscape & Street Trees Layout & Planting Plans (w/Sections, Details)
   6.2. Irrigation Plans & Details (if determined)
   6.3. Landscape & Hardscape Details (Plan Details, Schedules & Specifications)

7. Drainage & Water Quality & Stormwater Design (Task 7)-
   7.1. Drainage Analysis Plans, Criteria & Standards
   7.2. Drainage & Water Quality Study & Memo
   7.3. Hydraulic Design, Data & Documentation
   7.4. Drainage Design & Details (Layouts, Conveyances & Structures, Typical Details)
   7.5. Drainage Easements & Downstream Conveyance Criteria (@ Adjoining Properties)
   7.6. Drainage Swales & Rain Garden Design (include Coordination w/Landscape Design)
   7.7. Stormwater Pollution Prevention Plan (SW3P, BMP's & EPIC)
   7.8. Water Quality Plan (TCEQ & City TCM Standards)

7.9. Drainage Operations & Maintenance Guidelines (i.e. Rain Gardens)

8. **Utility Conflict Review & Coordination** (Task 8)-
   8.1. Conflict Identification & Design Resolution (Design Adjustments & Coordination)
   8.2. Utility Notifications Letters (to Utility Providers)
   8.3. Utility Conflict Resolution & Coordination (w/Necessary Relocations; w/Providers)

9. **Miscellaneous Services** (Task 9)-
   9.1. Traffic Control Plan (TCP) (Detours, Sequence of Construction)
   9.2. Implementation Phasing Plans (for possible Phased Implementation of improvements)
   9.3. Special Specifications / Provisions (Project Manual)

10. **Estimating Services** (Task 10)-
   10.1. Quantities & Basis of Construction Estimates (TxDOT specified bid items & format)
   10.2. Estimates of Construction Cost (delivered at 30% / 60% / 90% & Final Plan submittals)
   10.3. Contract Time Determination (delivered at 30% (Preliminary) / 90% and Final Plans)

11. **Permitting & Bid Phase Services*** (Task 11)- ***(TBD)**
   11.1. Permit Submittals & Coordination (CODS + all other applicable Authorities)
   11.2. Plan Revisions for Permit Acquisition (scoped estimate)
   11.3. Bid Document Preparation & Bid Administration (assistance to City)

12. **Construction Phase Services*** (Task 12)- ***(TBD)**
   12.1. Shop Drawing Review & Approval
   12.2. RFI Review Clarifications & Responses
   12. 3Jobsite Observations & Field Reports

The specific services to be provided will be determined through a negotiation and mutual agreement between the City and the Consultant. The City expressly reserves the right to perform any part of the project itself or to use outside services as necessary.

Final Deliverables

Over the life of the project, the City will expect deliverables as follows:

- 30% Plans, Specifications & Estimates (to be reviewed by the City)
- 60% Plans, Specifications & Estimates (to be reviewed by the City)
- 90% Plans, Specifications & Estimates (to be reviewed by the City)
- 100% Final Bid Documents – Plans, Specifications, and Estimates

Additional deliverables may be required, depending upon the nature of the work and progress of the Project. All deliverables should be designed in accordance with Federal, State and Local requirements.

Selection Criteria

The Applicant must demonstrate that a professional engineer registered in the State of Texas will sign and seal the work to be performed under this contract and demonstrate that the prime provider

will perform a minimum of 50% of the actual contract work. The City will verify all Applicants' eligibility under state and local law and ensure no Applicant is considered that has been suspended or debarred from engaging in projects. The City may also choose, at its option, to meet and interview Applicants to aid in its selection.

The selection will be based on the evaluation of the Statement of Qualifications submitted. The City will follow Federal and State law including Chapters 171 and 176 of the Texas Local Government Code and Article 2.02 of the City of Dripping Springs Code of Ordinances.

Each Qualification will be evaluated using the following criteria

- Project understanding and approach (20%)
- PM's experience with similar state, county and municipal projects (20%)
- Experience of the task leaders with similar state, county and municipal projects (20%)
- References (20%)
- Team's experience with comprehensive Multi-Use Trail and Sidewalk, Roadway and Drainage improvement projects. (15%)
- Prime providers Quality Assurance/Control Program. (5%)

Total: 100%

Qualification Requirements

The Qualification must include the following:

1. The Request for Qualification "Old Fitzhugh Road Engineering Services".
2. An organization chart containing the names, addresses, telephone number, and email addresses of the prime provider, along with all sub provider's key personnel proposed for the team and their contract responsibilities.
3. The name of the prime provider's project manager and key personnel who will work on the contract.
4. Information providing team qualifications and capabilities, and understanding, similar project-related experience.
5. Verification that the proposed team individuals are currently employed by either the prime provider or a sub provider.
6. Confirmation that the professional engineer assigned to the project carries general liability insurance, worker's compensation, Business Automobile Policy, and professional liability insurance within ten (10) calendar days of any Notice of Award.
7. Name and Contact information for at least three (3) references for similar related projects (including mailing address, email address and telephone number). References may be confirmed.
8. Provide a description of your project approach and management plans relative to the advertised services.
9. Describe ability to meet project time frame proposed by the City.

10. After selection of the Engineering Firm through the qualification process, in order to be considered for award of the final contract, Applicants must have an approved indirect cost rate. Any discussion of costs or rates of any kind will occur after selection of the Engineering Firm.

General Requirements:

A. Independent Consultant

The selected Consultant shall not be an employee or officer of the City. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

B. General Liability Insurance/Professional Liability – See attached "City of Dripping Springs Contractor Insurance Requirements."

C. Conflict of Interest Affidavit.

Statement of Qualifications Submission Deadline:

A. Statements of Qualifications must be addressed to Laura Mueller, City Attorney, and received at the City offices at 511 Mercer St, Dripping Springs TX 78620, Dripping Springs, TX, 78676 or lmueller@cityofdrippingsprings.com at or before: August 27th, 2021.

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 4:00 PM WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS.

B. Statements of qualifications must be submitted in a sealed envelope clearly bearing the name of the Applicant and address and bearing the words: "Old Fitzhugh Road Engineering Services".

C. One (1) Original and five (5) copies and one (1) electronic copy (in PDF format) on CD or flash drive, of the Statement of Qualifications are required. **In lieu of paper submissions, an applicant may submit its Statement of Qualifications electronically in PDF format by emailing the Statement of Qualifications to Laura Mueller at lmueller@cityofdrippingsprings.com.**

D. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the City Attorney, has received Qualifications. Any Qualifications received after the deadline will not be accepted.

Award:

1. The City reserves the right to reject any or all Applicants.

2. After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.

3. In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

Written Agreement:

The chosen Consultant will be required to negotiate a written agreement with the City.

Omissions:

Should this solicitation fail to contain sufficient information in order for interested Applicants to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested Applicant may in writing request clarification from the City Attorney no later than five (5) days prior to the required time and date for statement of qualification submission. The interested Applicant shall email a copy of the written clarification request to the City Attorney, Laura Mueller at lmueller@cityofdrippingsprings.com. Written requests from interested Applicants and written responses by the City will be provided to all Applicants.

Additional Information:

Contact with persons other than the City Attorney or Kevin Campbell as provided herein, may result in the disqualification of the Applicant's submittal. In fairness to all Applicants, the City will not communicate with anyone representing a potential provider of services during the RFQ process, except (1) as contemplated under Omissions hereinabove, (2) meetings and communications required to conduct business not related to the RFQ, and (3) possible personal presentations by Applicants after written submittals have been received and evaluated, if deemed necessary by City.

In addition, the City reserves the right to contact any Applicant for purposes of obtaining clarification of a submission, as deemed necessary after responses have been opened and also as contemplated above.

Cost of Developing Statements of Qualifications:

All costs related to the preparation of the statement of qualifications and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

Document Ownerships:

All submittals, including attachments and supplementary materials shall become, upon submission, property of the City of Dripping Springs and will not be returned to the submitting Applicant.

Optional Pre-Submittal Conference:

An optional pre-submittal conference will be held via Zoom on August 16, 2021 at 2 p.m. This meeting is optional. If interested in participating in the pre-proposal meeting please email kcampbell@cityofdrippingsprings.com by August 13, 2021 to receive the meeting invite.

Attachments:

- Attachment "A": City of Dripping Springs Contractor Insurance Requirements
- Attachment "B": Response Form

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS ENGINEERING FIRM INSURANCE REQUIREMENTS

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

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

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

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of $500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of $500,000 Dollars combined single limit.
- Professional Services Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $1 Million Dollars aggregate.

ATTACHMENT "B"
RESPONSE FORM

RESPONDER:

Date:
Company:
Signature:

Printed Name:

Title:
Address:

Federal EIN #/SSN #

Authorized Signature _____Date _____ Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is not delinquent on any payment due the City nor involved in any lawsuit against the City.

Print
Name_____ Title _____

REFERENCES:
Each Responder is to provide a minimum of three (3) verifiable business references for which the Responder has performed work.

Company Name:

Address:
Contact Person:

Telephone:
Brief description of project:

Company Name:

Address:
Contact Person:

Telephone:
Brief description of project:

Company Name:

Address:
Contact Person:

Telephone:

Brief description of project:

Please provide the following information for contract development. Is your firm:

Sole Proprietorship	YES	NO
Partnership	YES	NO
Corporation	YES	NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner(s) full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

ATTACHMENT "C"

DRAFT PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the_____ day of _____ 2021, and between the City **of Dripping Springs,** Texas (hereinafter referred to as the "City") and **_____,** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Description of Services.** The City and Contractor agree to the following:

   (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.

   (b) Contractor shall attend meetings of City Council, TIRZ Board, and related committee meetings as needed to provide progress reports and drafts of the engineering services.

   (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.

   (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.

   (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.

   (f) Performs other related duties as needed.

2. **Scope of Work.** Contractor will provide consulting services related to the Old Fitzhugh Road Engineering Services as described in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate as listed in Attachment "A".

3. **Schedule.** Work shall commence upon execution of this agreement and shall be completed within the schedule noted within the Scope of Services attached. This Agreement shall be in effect for a period of one year unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.

4. **Payment for Services.** The City will compensate Contractor in accordance with the fee

structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. The total amount of this contract will not exceed _____. Additional services and payment for additional services as relates to Attachment "A" must be approved in writing by the City prior to provision of such services.

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

6. **Limitations**. During the period the Contractor is covered by this agreement, the Contractor will not be permit ted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination , approval or in any other manner that involves the City other than that work assigned by an agency of the City.

7. **Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party.

8. **Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".

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

10. **Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City accept as provided for, and with the protections, described in Attachment " A".

11. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:
City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:

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

12. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of lnterest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx .us/whatsnew/elf info form 1295.htm

13. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

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

17. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

_____
Michelle Fischer
City Administrator

_____
Date

CONTRACTOR:

_____

_____
Date

ATTEST:

_____

Andrea Cunningham
City Secretary

Attachment "A"

Proposal

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING ARTICLE 22.04 TRANSPORTATION MASTER PLAN, SECTION 22.04.001 ADOPTION, ADOPTING THE 2021 CITY OF DRIPPING SPRINGS TRANSPORTATION MASTER PLAN AND ASSOCIATED POLICIES.

WHEREAS, Chapter 213 of the Texas Local Government Code authorizes the City to adopt a comprehensive plan for the long-range development of the City; and

WHEREAS, the Transportation Master Plan, represents a single plan organized by subject matter and geographic area to be used to coordinate and guide the establishment of development regulations; and

WHEREAS, the City Council approved a Professional Services Agreement with HDR to conduct transportation master planning services on May 18, 2018; and

WHEREAS, the primary purposes of the Transportation Master Plan are as follows:

1. Update the Thoroughfare Plan
2. Complete traffic analysis supporting routes identified on the Thoroughfare Plan
3. Develop recommended cross-sections
4. Identify cross-section and right-of-way needs on new and existing roads
5. Prepare a Transportation Master Plan documenting analysis, recommendations, and best practices

WHEREAS, the City Council of the City of Dripping Springs conducted a transportation master planning open house in January 2019; draft Thoroughfare Plan and Multimodal Plan was presented online for public comment in November/December 2020; and a virtual Town Hall in February 2021; and

WHEREAS, the City staff conducted stakeholder meetings with key representatives from local agencies that included Dripping Springs Independent School District, Hays County Commissioners Court, Texas Department of Transportation, and Hays County Transportation Department to address specific concerns related to local and regional mobility; and

WHEREAS, the Transportation Committee of the City of Dripping Springs received multiple presentations related to the Transportation Master Plan and provided input related to the proposed Plan; and

WHEREAS, the City Council and Planning and Zoning Commission were invited to participate in the transportation master planning open house in January 2019; and

WHEREAS, the Planning & Zoning Commission of the City of Dripping Springs conducted a public hearing on October 12, 2021, to consider the draft Transportation Master Plan report and provide recommendations for City Council consideration; and

WHEREAS, the City has conducted all necessary public hearings regarding the need and desirability of amendments, revisions, deletions, and modifications to the proposed 2021 Transportation Master Plan; and

WHEREAS, the City finds it has satisfied all legal prerequisites and has determined that the adoption of this Ordinance is in the interest of promoting the general health, safety, morals, and welfare of the community; and

WHEREAS, this Ordinance was passed and approved at a meeting of the City Council of the City of Dripping Springs held in compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

SECTION 1: ADOPTION OF MASTER PLAN

That the City Council of the City of Dripping Springs does hereby adopt the attached 2021 Transportation Master Plan (the "Plan"), which supersedes previous existing Transportation Master Plans.

ARTICLE 22.04. TRANSPORTATION PLAN

Sec. 22.04.001. Adopted.

The transportation plan attached to Ordinance No. 2021-_____ as exhibit A is adopted by reference.

SECTION 2: POLICIES STATEMENT

That the City Council of the City of Dripping Springs does hereby adopt the Plan subject to the following policies:

(a) It is the intent of the City Council to adopt a Plan that provides direction to enhance the development of a transportation network of roads, bicycle lanes, trails, sidewalks, and shared use paths that adequately supports existing and planned land uses, as well as to integrate and support interconnectivity among subdivisions, commercial areas, schools, and places of interest. .

(b) It is the intent of the City Council that projects listed in the Plan will be constructed or developed within the general time frame outlined in the Plan.

(c) The City Council recognizes the need for annexation planning and transportation master planning to be coordinated activities.

(d) The Plan is designed to ensure compliance with applicable federal, state, and local regulatory programs. Projects identified within the Plan should be designed to ensure that transportation mobility within the City of Dripping Springs is managed in a comprehensive manner that minimizes project life-cycle costs and maximizes overall benefits for the citizens of Dripping Springs.

(e) The City Council acknowledges that circumstances may arise where adjustments or deviations from the Plan may be in the best interest of the City of Dripping Springs. If it is determined that an adjustment or deviation should be made, the Dripping Springs City Council may amend the Plan at any time to reflect the change.

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

The Ordinance shall be effective immediately upon passage and publication.

SECTION 7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

_____
Bill Foulds, Jr., Mayor

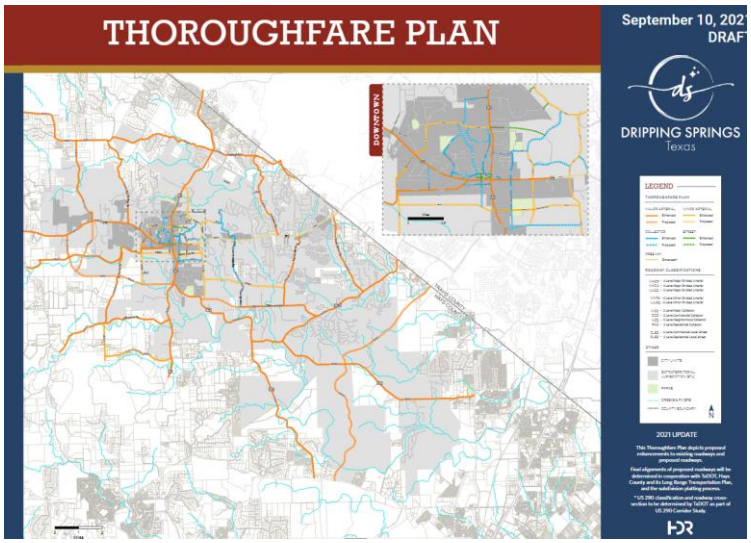
ATTEST:

_____
Andrea Cunningham, City Secretary

Exhibit “A”
Transportation Master Plan

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

Agenda Item Report from: Leslie Pollack, Transportation Engineer

Meeting Date:	October 19, 2021
Agenda Item Wording:	**Discuss and consider action on an Ordinance amending Article 22.04 – Transportation Plan, Section 22.04.001 - Adopted adopting the 2021 Transportation Master Plan.**
Agenda Item Requestor:	Leslie Pollack, Transportation Engineer
Staff Recommendation	Approve ordinance amending the Transportation Master Plan.
	

Summary/Background:

The City of Dripping Springs initiated development of a Transportation Master Plan and a Thoroughfare Plan Update in 2018. A Transportation Master Plan is a long-range planning document that defines goals and policies for transportation system and develops recommendations to prepare for future needs of the community. The City has an adopted "Transportation Plan" map, last amended in July 2019. This map depicts existing and proposed vehicular connections within the City of Dripping Springs ETJ. Key pedestrian connections are also shown on this map. This transportation map will be referred to as the "Thoroughfare Plan" from here forward. The City does not have an approved Transportation Master Plan report.

Project Purpose

The purpose of the project is to:

- Update the Thoroughfare Plan
- Complete traffic analysis supporting routes identified on the Thoroughfare Plan
- Develop recommended cross-sections
- Identify cross-section and right-of-way needs on new and existing roads
- Prepare a Transportation Master Plan documenting analysis, recommendations, and best practices

Four documents are included for adoption of the Transportation Master Plan.

1. Transportation Master Plan – This Plan documents existing transportation conditions, analyzes future conditions, documents the public involvement process, and presents recommendations for adoption.
2. Thoroughfare Plan, Multimodal Plan, Prioritization Plans – These maps identify recommended vehicular and multimodal enhancements and new routes throughout the Dripping Springs ETJ.
3. Cross-Sections – The cross-sections provide the geometric configuration for new roadways to be constructed within the City of Dripping Springs. Cross-sections will be coordinated with Hays County within the ETJ.
4. Traffic Study – The traffic study is a mesoscopic evaluation of traffic operations in the City and identifies intersection level improvements and recommendations at key locations throughout the City.

Transportation Master Plan

The Transportation Master Plan identifies and prioritize mobility improvements that encourage safe and efficient travel in Dripping Springs. Nine goals were established at the initial stage of the transportation planning process. The assessment, traffic analysis, and recommendations are developed to align with these goals.

<u>Existing Conditions Evaluation</u>

An assessment of the existing transportation network documented roadway classifications, ownership, and vehicular operations. An inventory of pedestrian facilities is included. Data was collected on traffic volumes and crashes within the study area.

Future Conditions

Roadway operations were modeled for the Year 2040. The Capital Area Metropolitan Organization's Regional Travel Demand Model was modified to incorporate detailed information on future developments, and corresponding population and employment growth within the City of Dripping Springs. The resulting traffic operations are presented in a No Build Roadway Operations map. Most modeled roadways are projected to be over capacity in 2040. The widening of existing roadways and the construction of new roadways were evaluated in the Build Roadway Operations map. With the proposed enhancements, many roadways are still forecasted to operate over capacity, but connection of new routes provides congestion relief on many of the existing facilities.

Recommendations

Recommendations include the adoption of proposed cross-sections, implementation of the proposed Thoroughfare and Multimodal Plans, and expansion of existing transit services.

The Thoroughfare Plan identifies enhanced and proposed roadways within the City of Dripping Springs ETJ. The alignment of proposed roadways will need to be determined through a Preliminary Engineering Study.

The Multimodal Plan identifies recommended pedestrian and bicycle amenities within the transportation system. These include sidewalks, shared-use paths, and raised bicycle lanes. The Multimodal Plan ties into the City's off-street trails system; however new trails are not included on this plan.

The Prioritization Plan prioritizes enhancements and construction of proposed roadways into short-, mid-, and long-term improvements. This Prioritization Plan map is for planning purposes and the location of new developments and availability of funding will ultimately determine the timeline for enhancement or construction of transportation facilities.

If approved, a recommendation will be added to the Transportation Master Plan on Page 7-5 that states "The City will identify an advisor to lead coordination efforts with TxDOT and Hays County to advocate for implementation of transportation projects within the City of Dripping Springs as identified in the Transportation Master Plan."

In additiona, a disclaimer will be added to Pages 4-6, 4-7: "Roadways depicted on this map are for modeling purposes only. Final approved roadways are shown in the Thoroughfare Plan on Map 15"

Public Involvement

Three opportunities for Public Involvement were documented:

1. An Open House in January 2019 summarized existing conditions on area roadways and sought feedback on transportation priorities within Dripping Springs. The number one priority of residents was indicated as congestion on major streets.
2. A draft Thoroughfare Plan and Multimodal Plan was presented to the public in an online, virtual open house. Participants left feedback in an online forum for three weeks in November/December of 2020.

3. A virtual Town Hall with a City presentation was conducted via Zoom in February of 2021. A question-and-answer session was conducted to address public concerns on the Thoroughfare Plan.

The City reviewed, considered, and evaluated feedback from each of these events. Modifications were made to the Thoroughfare Plan based on public feedback.

Cross-Sections
Several proposed cross-sections were developed for application within the City of Dripping Springs. These cross-sections follow these roadway classifications:

Roads – Roads serve low-volume rural routes. These are narrow, two-lane facilities with ribbon curb, no parking, and sidewalks located at the back of the right-of-way behind open-ditch drainage.

- 50’ ROW
- 25 mph
- 0-1,000 vehicles per day

Residential streets – Residential streets provide direct access to driveways in residential areas. These are two-lane 30’-40’ sections with varying parking configurations. The provision of parking will need to be approved by City staff. Residential streets typically provide sidewalks but may include wider, shared-use paths depending on the location and context.

- 65’-75’ ROW
- 20-30 mph
- 0-3,000 vehicles per day

Commercial Street – Commercial Streets provide direct access to commercial land uses, typically with on-street parking provided. These are intended for use in Downtown Dripping Springs and provide sidewalk facilities from the curb line to the back of right-of-way; the width will vary depending on space available.

- 50’-60’ ROW
- 25-30 mph
- 0-2,000 vehicles per day

Collectors – Collector roadways balance vehicular mobility and land use access. A neighborhood collector is typically the “spine” road through a neighborhood. These are two-lane divided roadways with pedestrian and bicycle amenities, often a shared-use path. Commercial collectors provide direct connection to arterials and carry higher traffic volumes than commercial streets but still have adjacent commercial land use. Commercial collectors typically provide parking and have pedestrian and bicycle amenities. Major collectors provide connections between communities. Major collectors may have parking, but always provide pedestrian and bicycle amenities.

- 90’-110’ ROW
- 30-35 mph

- Neighborhood Collector: 0-6,000 vehicles per day
- Commercial and Major Collectors: 0-10,000 vehicles per day

Arterials – Arterials prioritize vehicular mobility and throughput. Direct access should be discouraged on arterials. Major arterials carry higher traffic volumes than minor arterials. The maximum separation of vehicular, pedestrian, and bicycle components are essential to these facilities.

- 90'-155' ROW
- 35+ mph
- 2-Lane Minor Arterial: 0-15,000 vehicles per day
- 2-Lane Major Arterial: 0-18,000 vehicles per day
- 4-Lane Minor Arterial: 0-20,000 vehicles per day
- 4-Lane Major Arterial: 0-35,000 vehicles per day

Traffic Study

The Traffic Study serves as an update to the previous Dripping Springs Traffic Study, completed in 2015. This study is intended to supplement the Transportation Master Plan and provides an evaluation of traffic operations at an intersection level. The Traffic Study evaluated 23 intersections on TxDOT, Hays County, and City roads. Intersection level improvements including the construction of turn bays, signalization, restriping, and traffic signal timing optimization are recommended under short- and mid-term scenarios. These transportation improvements will be considered as recommendations in future Traffic Impact Analyses reviewed and approved by the City of Dripping Springs.

Stakeholder Coordination

Key roadways within the City of Dripping Springs are operated and maintained by TxDOT, including US 290, RM 12, RM 150, FM 1826, and FM 967. Any recommendations within the Transportation Master Plan or Traffic Study on TxDOT roadways will be subject to final review and approval by TxDOT and will follow TxDOT standards and specifications.

Many roadways within the ETJ are operated and maintained by Hays County. Enhancements to these roadways will be subject to review and approval by Hays County. New roadways within the ETJ will be coordinated with Hays County to meet City and County needs. Hays County adopted an update to their Thoroughfare Plan on July 13, 2021. The City's Thoroughfare Plan was closely coordinated with Hays County to provide complimentary routes. While all routes are not shown on both plans, key routes are consistent between the plans. The City and Hays County will continue coordination throughout implementation of these plans.

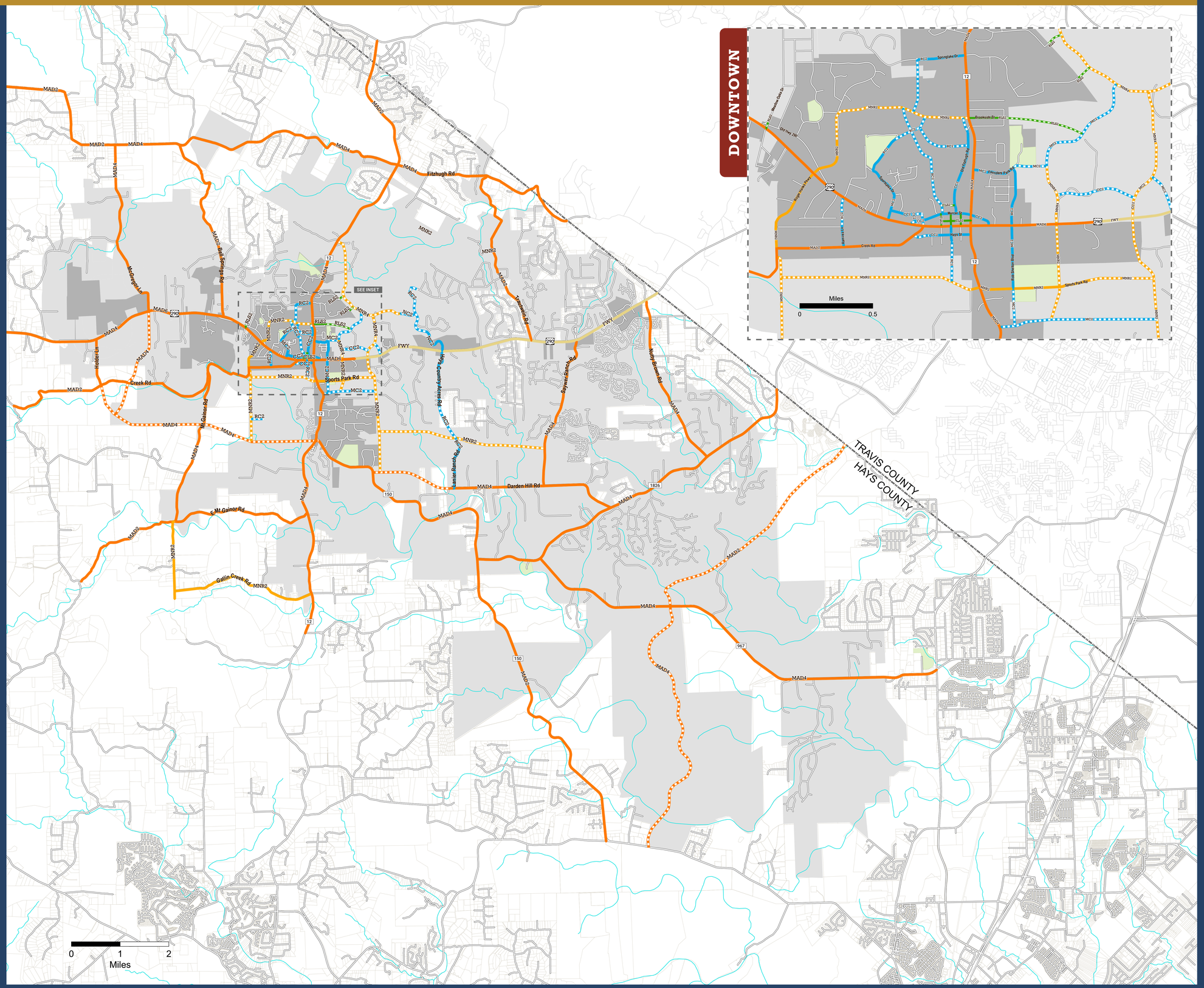
Dripping Springs Independent School District was identified as a key stakeholder, as traffic operations around campuses impact mobility within the City. The City will continue to coordinate with DSISD to improve access and circulation around school sites.

Commission Recommendations:	Transportation Committee met multiple times related to the 2021 Transportation Master Plan and recommends approval. Planning and Zoning Commission recommends approval.
Actions by Other Jurisdictions/Entities:	The Transportation Master Plan was coordinated with DSISD, Hays County, and TxDOT.
Previous Action:	
Recommended Action:	Provide specific recommendations related to the proposed 2021 Transportation Master Plan.
Budget/Financial Impact:	The City will have priorities related to the construction of roads and related amenities.
Attachments:	- Thoroughfare Plan - Multimodal Plan - Prioritization Plan - Cross Sections - Traffic Study - Transportation Master Plan
Related Documents at City Hall:	Draft documents
Public Notice Process:	Notice has been placed on the City Website.
Public Comments:	Comments have been received and are uploaded to the agenda.

THOROUGHFARE PLAN

September 10, 2021
DRAFT

DRIPPING SPRINGS
Texas



LEGEND

THOROUGHFARE PLAN

MAJOR ARTERIAL — Enhanced; Proposed
MINOR ARTERIAL — Enhanced; Proposed
COLLECTOR — Enhanced; Proposed
STREET — Enhanced; Proposed
FREEWAY — Enhanced*

ROADWAY CLASSIFICATIONS

MAD6 - 6 Lane Major Divided Arterial
MAD4 - 4 Lane Major Divided Arterial
MAD2 - 2 Lane Major Divided Arterial

MNR4 - 4 Lane Minor Divided Arterial
MNR2 - 2 Lane Minor Divided Arterial

MC2 - 2 Lane Major Collector
CC2 - 2 Lane Commercial Collector
NC2 - 2 Lane Neighborhood Collector
RC2 - 2 Lane Residential Collector

CLS2 - 2 Lane Commercial Local Street
RLS2 - 2 Lane Residential Local Street

OTHER

CITY LIMITS
EXTRATERRITORIAL JURISDICTION (ETJ)
PARKS
CREEKS & RIVERS
COUNTY BOUNDARY

N

2021 UPDATE

This Thoroughfare Plan depicts proposed enhancements to existing roadways and proposed roadways.

Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.

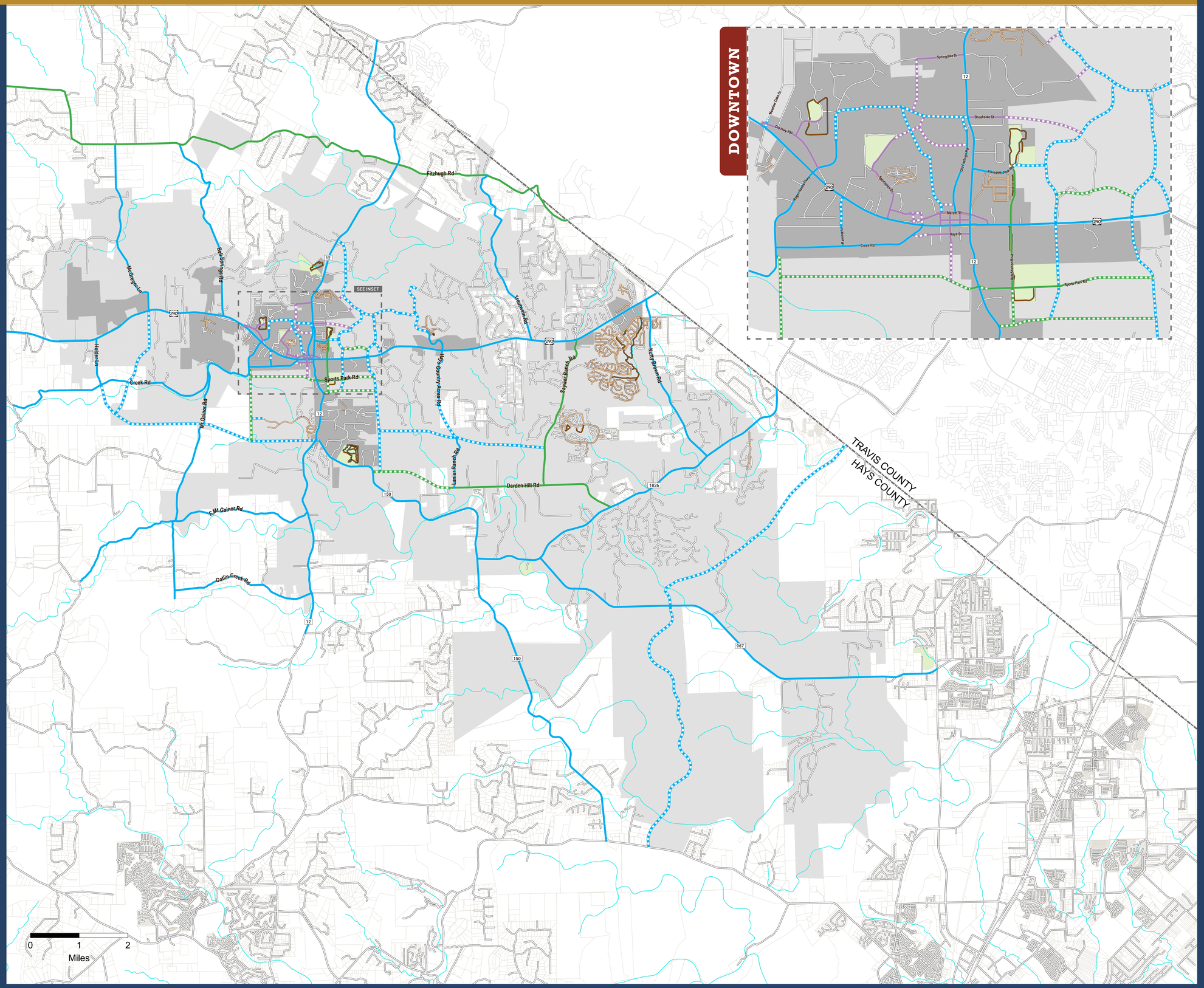
* US 290 classification and roadway cross-section to be determined by TxDOT as part of US 290 Corridor Study.

504 Lavaca Street, Suite 900, Austin, TX 78701
512-904-3700 | www.hdrinc.com

MULTIMODAL PLAN

September 10, 2021
DRAFT

DRIPPING SPRINGS
Texas



LEGEND

MULTIMODAL PLAN

SHARED-USE PATH
- Enhanced
- Proposed

SIDEWALK
- Enhanced
- Proposed

SIDEWALK WITH RAISED BICYCLE LANE
- Enhanced
- Proposed

- EXISTING SIDEWALKS
- EXISTING TRAILS

OTHER

- CITY LIMITS
- EXTRATERRITORIAL JURISDICTION (ETJ)
- PARKS
- CREEKS & RIVERS
- COUNTY BOUNDARY

N

2021 UPDATE

This Multimodal Plan depicts proposed multimodal enhancements to existing roadways and proposed roadways. This Multimodal Plan does not preclude pedestrian and/or bicycle enhancements not indicated on this map.

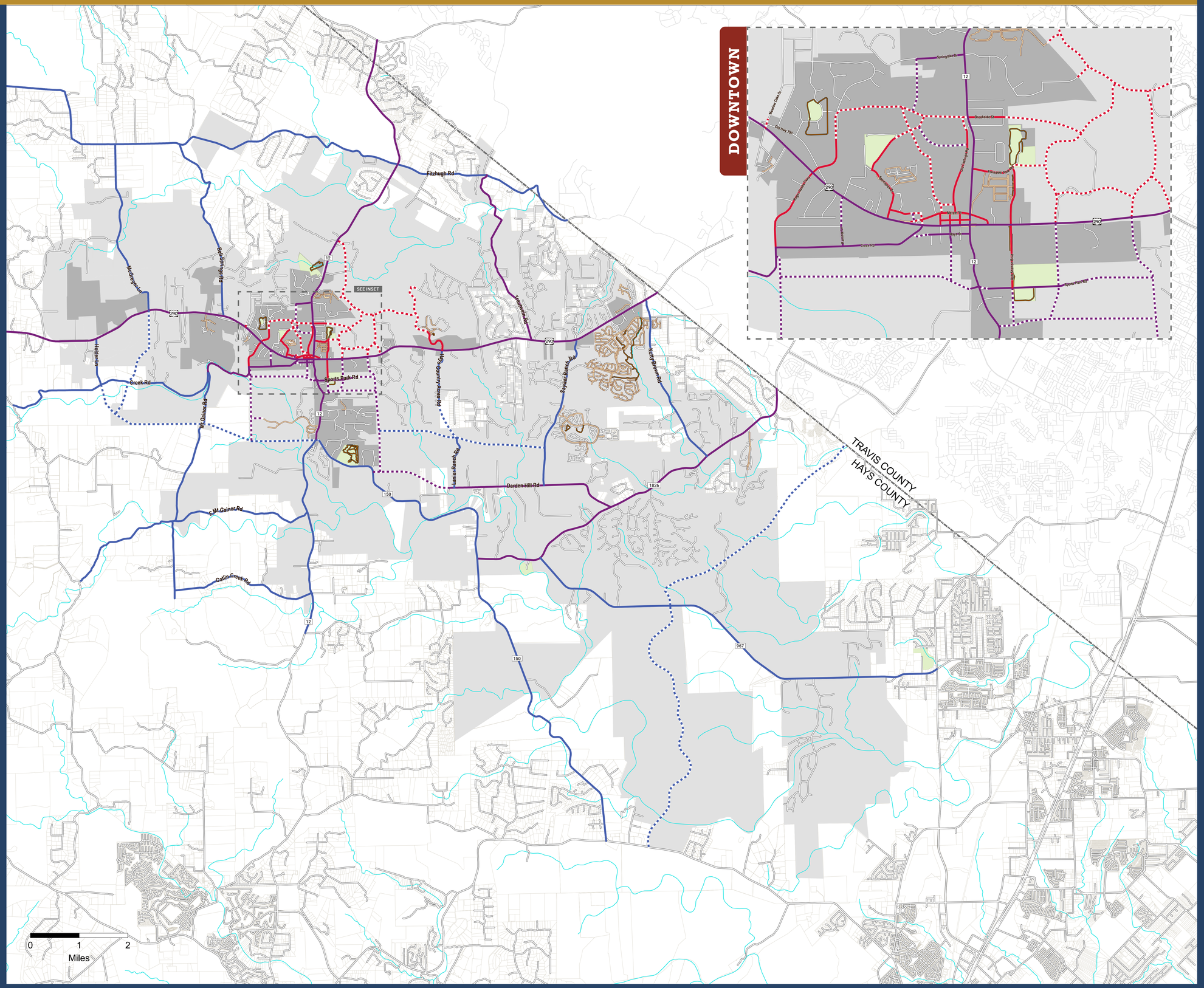
Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.

HDR
504 Lavaca Street, Suite 900, Austin, TX 78701
512-904-3700 | www.hdrinc.com

PRIORITIZATION PLAN

September 10, 2021
DRAFT

DRIPPING SPRINGS
Texas



LEGEND

PRIORITIZATION PLAN

SHORT-TERM
- Enhanced
- Proposed

MID-TERM
- Enhanced
- Proposed

LONG-TERM
- Enhanced
- Proposed

- EXISTING SIDEWALKS
- EXISTING TRAILS

OTHER

- CITY LIMITS
- EXTRATERRITORIAL JURISDICTION (ETJ)
- PARKS
- CREEKS & RIVERS
- COUNTY BOUNDARY

N

2021 UPDATE

This Prioritization Plan depicts the recommended project priority for enhancements to existing roadways and proposed roadways.

Final alignments of proposed roadways will be determined in cooperation with TxDOT, Hays County and its Long Range Transportation Plan, and the subdivision platting process.

504 Lavaca Street, Suite 900, Austin, TX 78701
512-904-3700 | www.hdrinc.com

City of Dripping Springs

2021 Traffic Study Update

May 18, 2021

Prepared by HDR Engineering, Inc.

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City of Dripping Springs

2021 Traffic Study Update

May 18, 2021

05/18/2021

Prepared by

HDR Engineering, Inc.

Texas P.E. Firm Registration No. F-754

504 Lavaca Street, Suite 900

Austin, Texas 78701 USA

Telephone: 512 904-3700

Website: hdrinc.com

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Introduction

HDR Engineering, Inc. has been retained by the City of Dripping Springs to perform an update to the previous Dripping Springs Traffic Study completed in 2015. This study analyzes intersections on US 290, between West Tiger Lane and Nutty Brown Road, and intersections on RM 12, from Fitzhugh Road to FM 150. Additionally, one intersection on Sawyer Ranch Road and two intersections along RM 1826 are included in the study. The study intersections are shown in Figure 1, and existing 2018 traffic volumes for major roadways are shown in Figure 2.

Existing traffic conditions in the area are characterized by significant congestion on US 290 and RM 12. The transportation network connectivity is limited, and existing roadway infrastructure is challenged to keep up with growth in the area. The City of Dripping Springs is expected to experience significant growth by 2040, with several residential and commercial developments planned for the area. This traffic study evaluates 2018 existing traffic conditions and 2040 traffic conditions to assess the current and future operations of the roadway network. The study also recommends short and mid-term improvements, re-evaluating the previously recommended improvements from the 2015 Traffic Study and proposing new improvements, as necessary. Long-term improvements will be proposed and evaluated as part of the Dripping Springs Transportation Master Plan.

This report documents existing 2018 traffic conditions, presents future 2040 traffic conditions, and develops and prioritizes transportation improvements for the City of Dripping Springs.

Existing Thoroughfare System

This traffic study consists of several primary thoroughfares in Dripping Springs and the surrounding area. The interrelationship of the study roadways and others in the study area are shown in Figures 1 and 2. Average daily traffic estimates for the study roadways were obtained from counts conducted by HDR in January 2018. The Hays County Transportation Plan (Ref. 1) and Capital Area Metropolitan Planning Organization (CAMPO) 2045 Plan (Ref. 2) classify these roadways and propose recommendations discussed in the following paragraphs.

US 290

US 290 is a four-lane divided roadway with a two-way center left-turn lane and posted speed limits ranging between 45 miles per hour (mph) and 60 mph within the study area. The Hays County Transportation Plan and the CAMPO 2045 Plan classify US 290 as a principal arterial. 24-hour count data collected as part of this study reported the following 2018 daily traffic volumes:

- 15,000 vehicles per day (vpd) west of Bell Springs Road
- 29,300 vpd east of Sportsplex Drive

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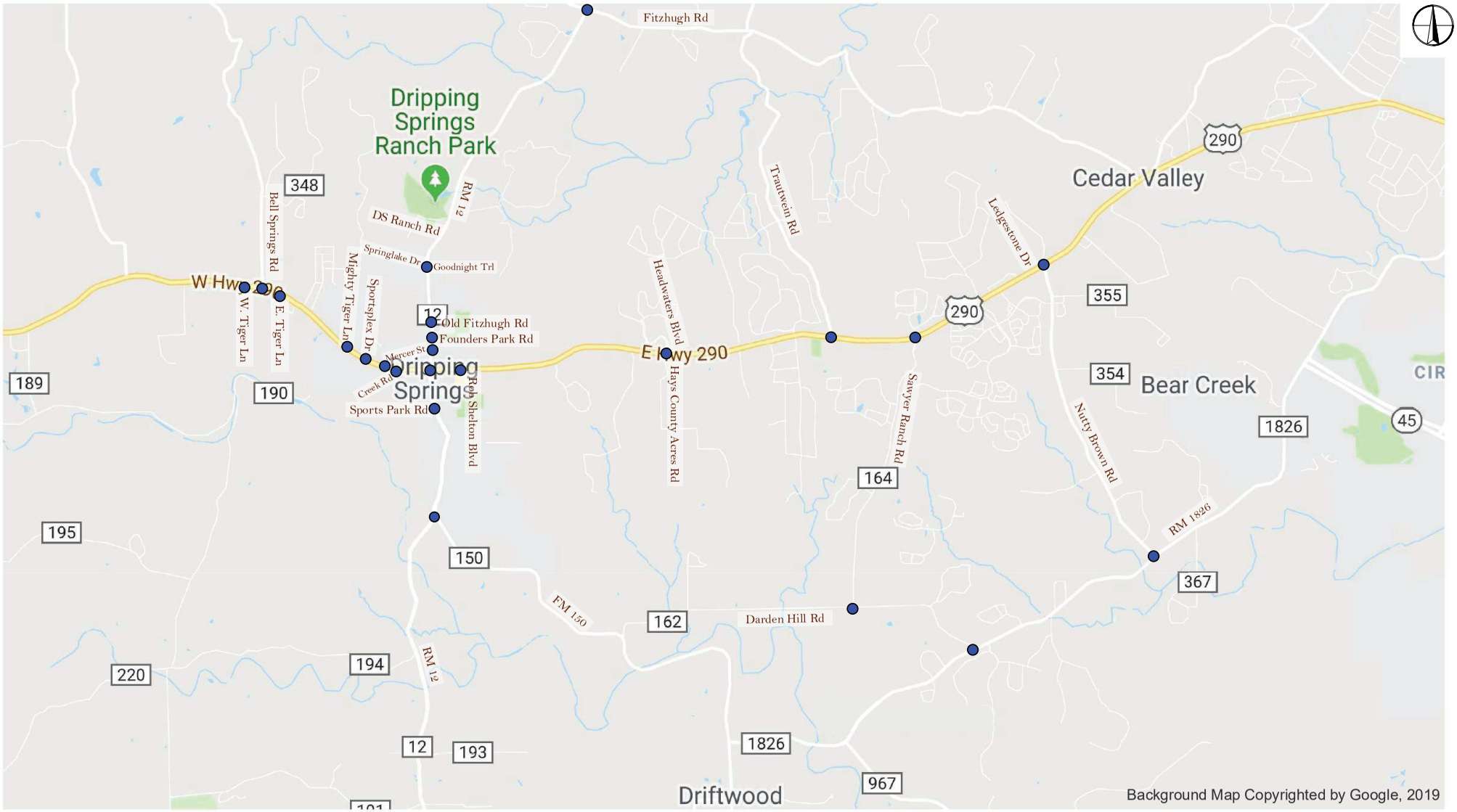
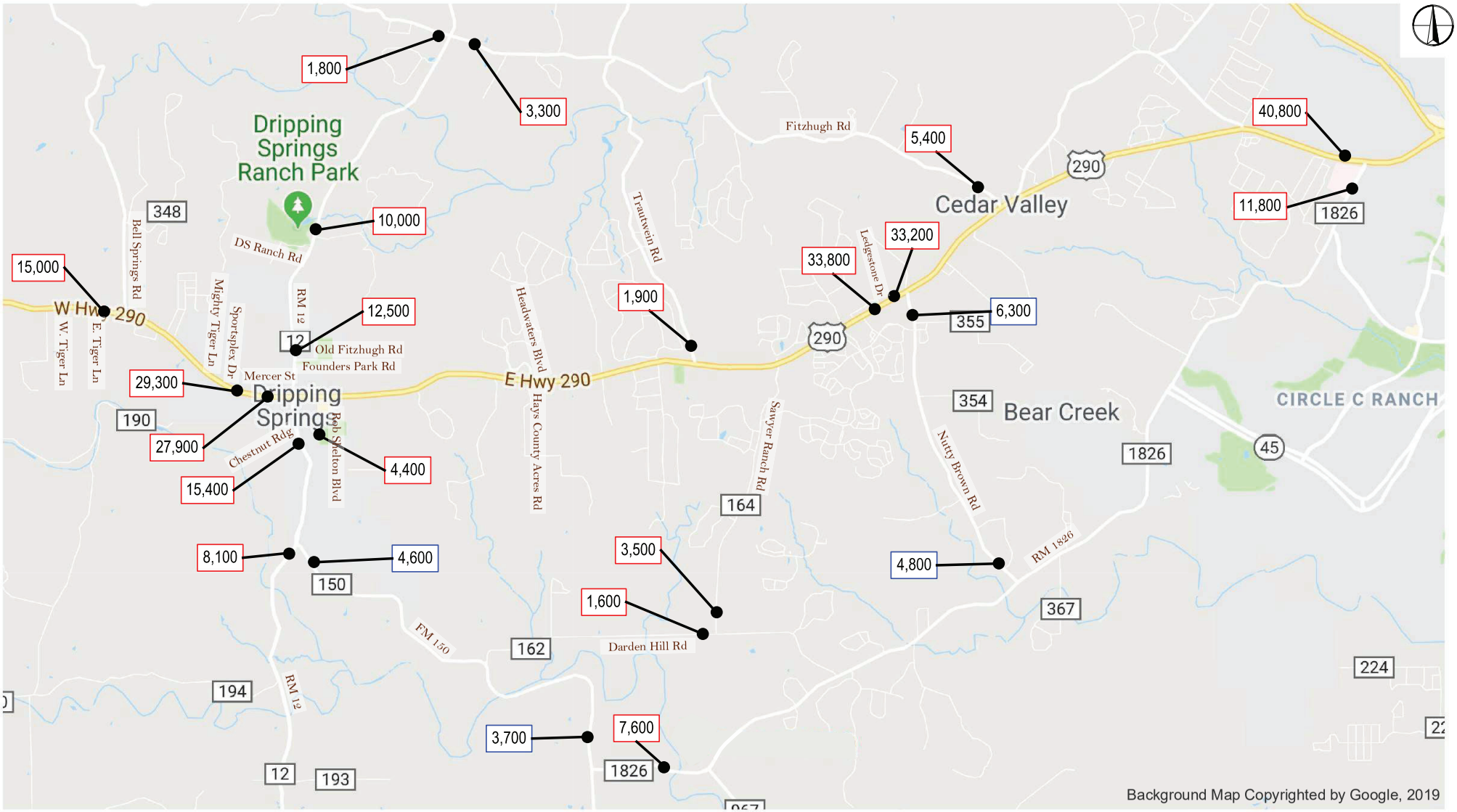


Study Intersection

FIGURE 1

STUDY
INTERSECTION MAP



XX,XXX 2018 Existing Daily Traffic Volumes (VPD)

XX,XXX 2017 TxDOT Daily Traffic Volumes (VPD)

FIGURE 2

AREA LOCATION MAP WITH EXISTING DAILY TRAFFIC VOLUMES

- 27,900 vpd west of RM 12
- 33,800 west of Ledgestone Drive
- 33,200 vpd west of Nutty Brown Road
- 40,800 vpd west of RM 1826

The Hays County Transportation Plan recommends that US 290 from RM 12 to Nutty Brown Road be widened to a six-lane expressway. CAMPO 2045 indicates that US 290 is proposed to be widened to a 6-lane divided roadway with frontage roads between RM 1826 and RM 12. The Texas Department of Transportation (TxDOT) is conducting a planning and feasibility study for the widening of US 290 between RM 1826 and RM 12. TxDOT is currently evaluating a six-lane arterial section between Sportsplex Drive and Cannon Ranch Road and a six-lane freeway section with frontage roads east Cannon Ranch Road. TxDOT also plans to conduct a second feasibility study evaluating US 290, west of RM 12 to determine future roadway needs.

RM 12

RM 12 is a two-lane roadway with posted speed limits ranging between 45 mph and 60 mph within the study area. The majority of the roadway within the study area is undivided, with a two-way left-turn lane only present between Founders Park Road and Springlake Drive. The Hays County Transportation Plan classifies RM 12 as a principal arterial south of US 290 and a minor arterial north of US 290. The CAMPO 2045 Plan classifies RM 12 as a minor arterial. 24-hour count data collected as part of this study reported the following 2018 daily traffic volumes:

- 10,000 vpd north of DS Ranch Road
- 12,500 vpd south of Old Fitzhugh Road
- 15,400 vpd south of Chestnut Ridge Road
- 8,100 vpd south of FM 150

According to CAMPO 2040 and the Hays County Transportation Plan, RM 12 is proposed to be widened to a 4-lane divided roadway from Fitzhugh Road to FM 150.

FM 150

FM 150 is a two-lane undivided roadway with a posted speed limit of 55 mph within the study area. The Hays County Transportation Plan classifies FM 150 as a minor arterial. 24-hour 2017 count data obtained from TxDOT's Traffic County Database System (TCDS) (Ref. 3) reported the following daily traffic volumes:

- 4,600 vpd east of RM 12
- 3,700 vpd north of RM 1826

According to the Hays County Transportation Plan, FM 150 is proposed to be widened to a four-lane divided major arterial between RM 12 and RM 1826. The CAMPO 2045 Plan recommends that FM 150 be realigned and improved to a four-lane roadway. The FM 150 Character Plan (Ref. 4) completed by Hays County proposes several short-term improvements for long-term transportation planning along FM 150, including the

construction of a two-way left-turn lane and shoulders as well as intermittent curb and gutter within the study area. Hays County is undergoing further studies for nearby proposed roadways within the City of Dripping Springs' extraterritorial jurisdiction (ETJ) that may impact the recommendations for FM 150.

RM 1826

RM 1826 is a two-lane undivided roadway with a posted speed limit of 55 mph within the study area. The Hays County Transportation Plan classifies RM 1826 as a minor arterial. 24-hour count data collected as part of this study reported the following 2018 daily traffic volumes:

- 7,600 vpd east of FM 150
- 11,800 vpd south of US 290

According to the Hays County Transportation Plan, RM 1826 is proposed to be widened to a 4-lane divided major arterial from SH 45 to FM 150. The CAMPO 2045 Plan recommends that RM 1826 be widened to a six-lane divided roadway between RM 967 and SH 45.

Fitzhugh Road

Fitzhugh Road is a two-lane undivided roadway with a posted speed limit of 45 mph within the study area. The Hays County Transportation Plan classifies Fitzhugh Road as a minor arterial. 24-hour count data collected as part of this study reported the following 2018 daily traffic volumes:

- 1,800 vpd west of RM 12
- 3,300 vpd east of RM 12
- 5,400 vpd north of US 290

According to CAMPO 2045, Fitzhugh Road is proposed to be widened to a four-lane undivided roadway from RM 12 to the Hays County/Travis County Line. The Hays County Transportation Plan proposes to upgrade the roadway from a minor arterial to a two-lane major undivided arterial.

Nutty Brown Road

Nutty Brown Road is a two-lane undivided roadway with posted speed limits ranging from 35 mph to 50 mph within the study area. The Hays County Transportation Plan classifies Nutty Brown Road as a minor arterial. 24-hour 2017 count data obtained from TxDOT's TCDS reported the following daily traffic volumes:

- 6,300 vpd south of US 290
- 4,800 vpd north of RM 1826

According to the Hays County Transportation Plan, Nutty Brown Road is proposed to be widened to a 4-lane divided major arterial from US 290 to RM 1826. The CAMPO 2045 Plan recommends widening Nutty Brown Road to a four-lane divided roadway with shoulders and additional safety improvements.

Sawyer Ranch Road

Sawyer Ranch Road is a two-lane undivided roadway with posted limits ranging from 35 mph to 50 mph within the study area. The Hays County Transportation Plan classifies Sawyer Ranch Road as a minor arterial. 24-hour count data collected as part of this study reported 2018 daily traffic volumes of approximately 3,500 vpd north of Darden Hill Road. According to CAMPO 2045 and the Hays County Transportation Plan, Sawyer Ranch Road is proposed to be widened to a four-lane divided roadway between US 290 and Darden Hill Road

Darden Hill Road

Darden Hill Road is a two-lane undivided roadway with a posted speed limit of 40 mph within the study area. The Hays County Transportation Plan classifies Darden Hill Road as a minor arterial. 24-hour count data collected as part of this study reported 2018 daily traffic volumes of approximately 1,600 vpd west of Sawyer Ranch Road. According to the CAMPO 2045 Plan, Darden Hill Road is proposed to be widened to a four-lane divided roadway from FM 150 to RM 1826. The Hays County Transportation Plan proposes to widen Darden Hill Road to a two-lane divided major arterial. Hays County proposes to realign and improve the roadway and to study the feasibility of extending the thoroughfare west to provide a bypass to US 290.

Trautwein Road

Trautwein Road is a two-lane undivided roadway with a posted speed limit of 40 mph within the study area. The Hays County Transportation Plan and CAMPO 2040 Plan classify Trautwein Road as a collector. Based on estimates from 2018 peak hour turning movement counts collected as part of this study, Trautwein Road has approximately 1,900 vpd north of US 290. CAMPO 2045 does not provide planned improvements for Trautwein Road. Hays County plans to construct intersection safety improvements, including a right-turn lane, at the intersection of US 290 and Trautwein Road.

Traffic Analysis

In order to assess the traffic impacts of the proposed development, two (2) time periods (AM and PM) and three (3) travel conditions were evaluated using Synchro 9 (Ref. 5):

- 2018 Existing Conditions
- 2040 Forecasted Conditions without Recommended Improvements
- 2040 Forecasted Conditions with Recommended Improvements

The standard used to evaluate traffic conditions at intersections is level of service (LOS), which is a qualitative measure of the effect of a number of factors such as speed, volume of traffic, geometric features, traffic interruptions, freedom to maneuver, safety, driving comfort, convenience, and operating cost.

Two types of intersections to be evaluated are signalized and unsignalized, which use different criteria for assessment of operating levels. The analysis procedures are described in the following sections.

Signalized Intersection Level of Service

Signalized intersection LOS is defined in terms of delay, which determines driver discomfort, frustration, fuel consumption, and lost travel time. The levels of service have been established based on driver acceptability of various levels of delays. The delay for each approach lane group is calculated based on a number of factors including lane geometrics, percentage of trucks, peak hour factor, number of lanes, signal progression, volume, signal green time to total cycle time ratio, roadway grades, parking conditions, and pedestrian flows.

Table 1 summarizes the levels of service that are defined for different levels of average control delay, and a qualitative description for each.

Table 1. Signalized Intersection: Level of Service Measurement and Qualitative Descriptions

Level of Service	Control Delay Per Vehicle (sec)	Qualitative Description
A	< 10	Good progression and short cycle lengths
B	≥ 10 and < 20	Good progression or short cycle lengths, more vehicle stops
C	≥ 20 and < 35	Fair progression and/or longer cycle lengths, some cycle failures
D	≥ 35 and < 55	Congestion becomes noticeable, high volume to capacity ratio
E	≥ 55 and < 80	Limit of acceptable delay, poor progression, long cycles, and/or high volume
F	> 80	Unacceptable to drivers, volume greater than capacity

Source: 2010 Highway Capacity Manual (Ref. 6)

Unsignalized Intersection Level of Service

Unsignalized intersection LOS is defined in terms of average control delay and, in some cases, v/c ratio. Control delay is the portion of total delay attributed to traffic control measures—either traffic signals or stop signs. Control delay includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay.

Table 2 shows the relationship between average control delay and LOS. The LOS range for unsignalized intersections is different than that for signalized intersections. This difference is due to the fact that drivers expect different levels of performance from different kinds of transportation facilities. Unsignalized intersections carry less traffic volume than signalized intersections and delays at unsignalized intersections are variable. For these reasons, control delay would be less for an unsignalized intersection than for a signalized intersection. The overall approach LOS is computed as a weighted average of the vehicle delay for each movement; therefore, an approach may have an overall LOS C or D and have individual movements of LOS E or F.

Table 2. Unsignalized Intersection: Level of Service Measurement

Level of Service	Control Delay Per Vehicle (sec)
A	< 10
B	> 10 and < 15
C	> 15 and < 25
D	> 25 and < 35
E	> 35 and < 50
F	> 50

Source: 2010 Highway Capacity Manual (Ref. 6)

2018 Existing Conditions

The analysis of existing traffic requires the collection of data on the major roadways and intersections. Turning movement counts for both the AM and PM peak hours were collected on Tuesday, January 30, 2018, while Dripping Springs ISD schools were in session.

Signalized Intersections

The following intersections within the study area are signalized:

- US 290 and Bell Springs Road
- US 290 and Mighty Tiger Trail
- US 290 and Sportsplex Drive
- US 290 and RM 12
- US 290 and Rob Shelton Boulevard
- US 290 and Hays County Acres Road/Headwaters Boulevard
- US 290 and Sawyer Ranch Road
- US 290 and Nutty Brown Road
- RM 12 and Fitzhugh Road
- RM 12 and Mercer Street
- RM 12 and Sports Park Road
- RM 1826 and Nutty Brown Road

Unsignalized Intersections

The following intersections within the study area are unsignalized:

- US 290 and West Tiger Lane
- US 290 and East Tiger Lane
- US 290 and West Mercer Street
- US 290 and Creek Road
- US 290 and Trautwein Road
- RM 12 and Springlake Drive/Goodnight Trail
- RM 12 and Old Fitzhugh Road
- RM 12 and Founders Park Road
- RM 12 and FM 150
- Sawyer Ranch Road and Darden Hill Road
- RM 1826 and Darden Hill Road

Existing LOS of the study intersections are presented in Figures 3 and 4.

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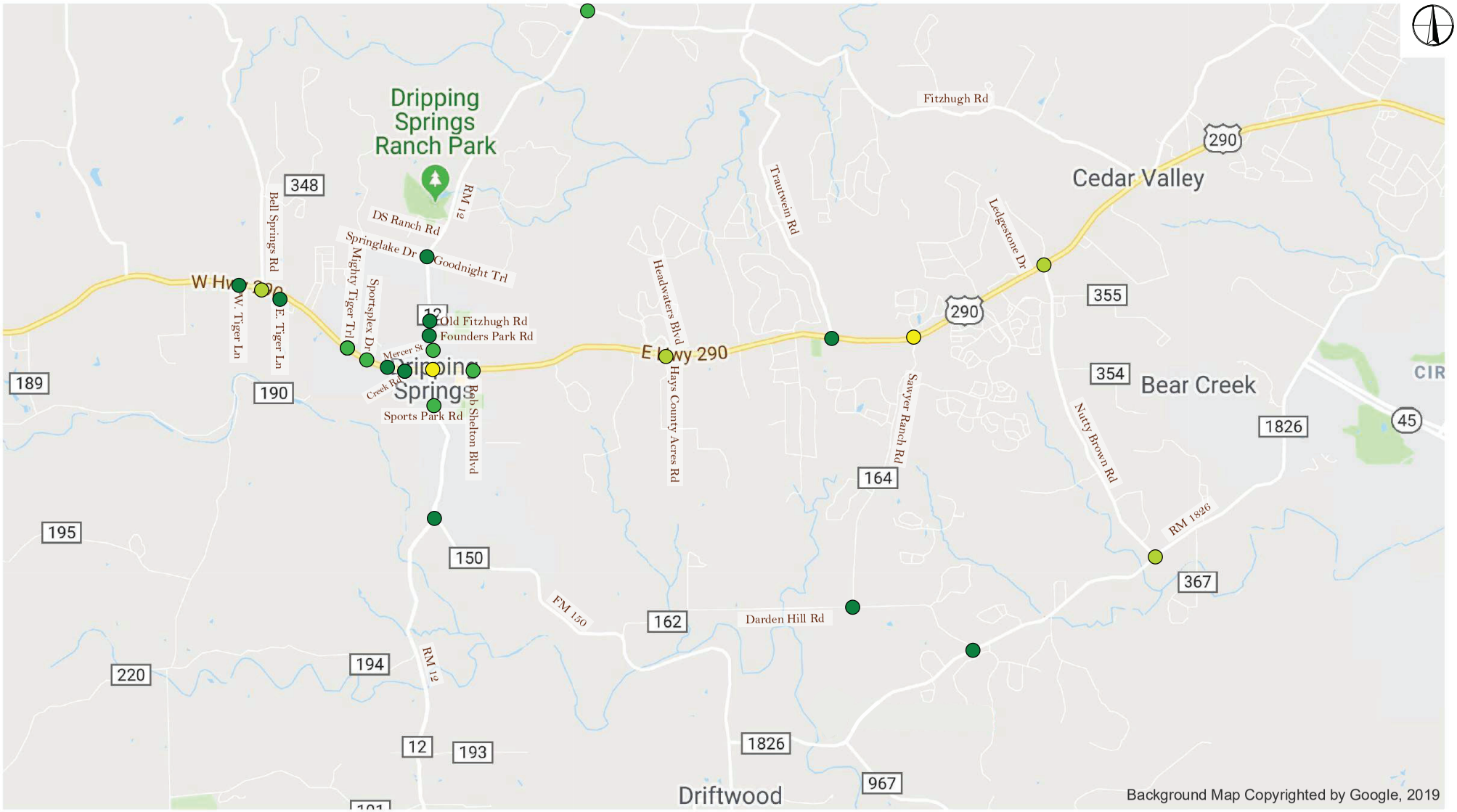
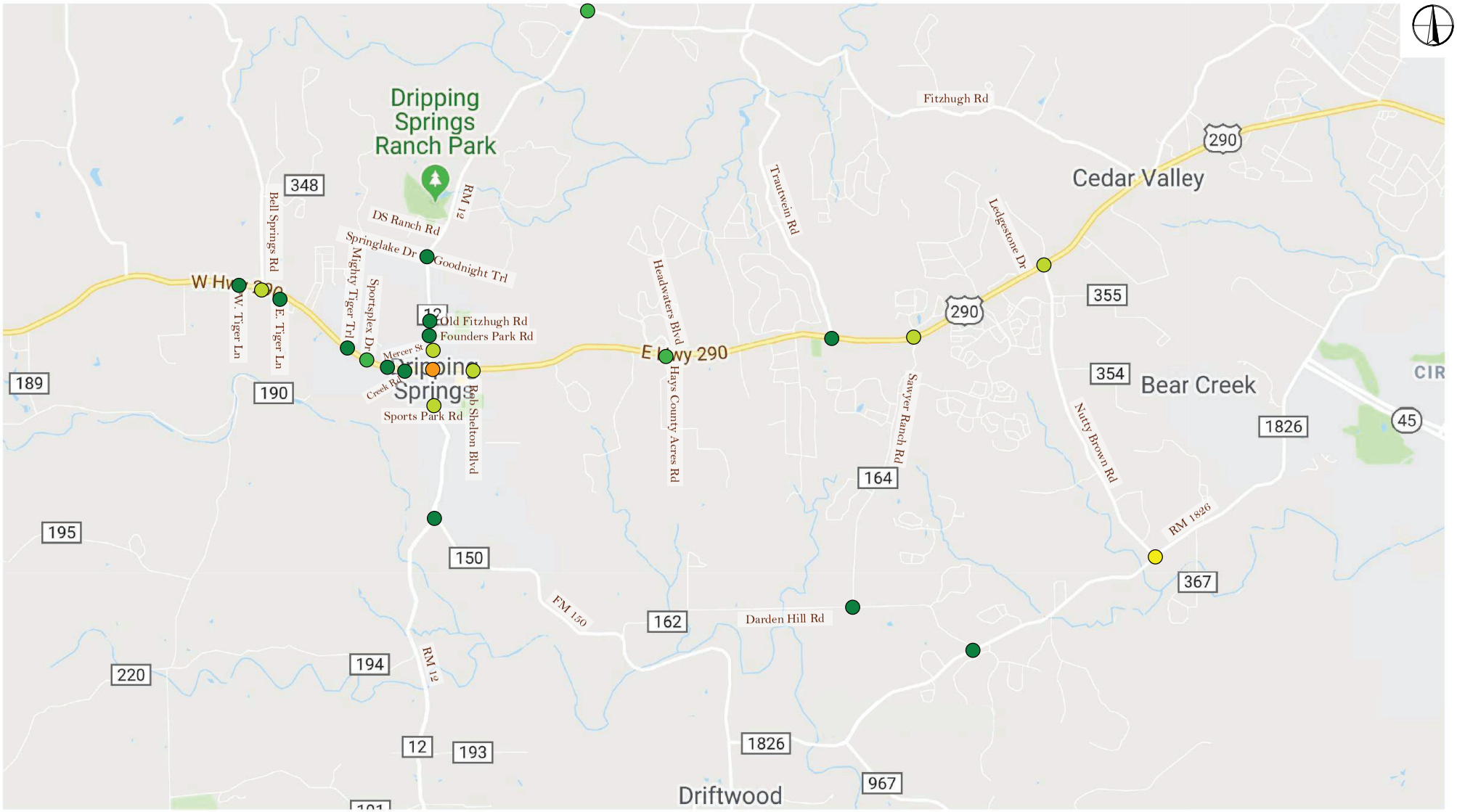


INTERSECTION LOS

A B C D E F

FIGURE 3

2018 EXISTING AM
LEVEL OF SERVICE



INTERSECTION LOS

A B C D E F

FIGURE 4

2018 EXISTING PM
LEVEL OF SERVICE

2040 Forecasted Conditions

2040 traffic conditions in the Dripping Springs area were estimated and analyzed in the traffic study. The 2040 time frame was used to evaluate future transportation network operations and to develop potential transportation improvements. The estimation of area traffic growth for the traffic analysis process involved both the use of primary data and engineering judgment. For the Dripping Springs Traffic Study Update, several sources of data were used in order to estimate expected area growth and develop future traffic models.

The total 2040 traffic demand is the sum of traffic generated by proposed projects and changes in existing traffic due to area growth. Traffic growth rates for the area were examined using historical counts obtained from TxDOT's TCDS in the vicinity of the project area. Based on available count data, a two (2) percent annual growth rate was assumed for this study. A separate Traffic Study Growth Memo detailing the methodology behind the growth rate determination is provided in the Technical Addendum.

In addition to background area traffic growth, the Dripping Springs area is expected to experience significant growth due to several proposed residential and commercial developments in the area. The developments anticipated to be completed by 2040 were obtained from the City of Dripping Springs and are shown in Figure 5. The 10th Edition Institute of Transportation Engineers Trip Generation Manual (Ref. 7) was used to estimate total trips generated per day for the proposed developments. Trip generation was completed for the provided land uses for the developments. Field reviews estimated the existing percentage build-out of each development to better understand future expected growth. The expected trips generated by each remaining development were then distributed throughout the network based on traffic patterns determined from traffic counts. Trip generation reductions for trip internal capture and pass-by trips were not applied, resulting in a conservative analysis. Further analysis should be done to determine and include internal capture and pass-by once the future land uses and surrounding roadway network are known with greater certainty. When built out, the proposed projects will generate approximately 190,119 daily trips. Table 3 provides a summary of traffic generation due to proposed developments, which is directly related to the assumed land uses.

A Town Center proposed to be constructed in Downtown Dripping Springs is currently under study. Although proposed land use types and sizes as well as layouts may change as the planning and development of the Town Center continues, preliminary roadway layouts and land uses were considered in the Dripping Springs 2018 Traffic Study Update. Table 3 includes the assumed preliminary Town Center land uses and the expected traffic generated from the development.

Expected background growth of existing traffic volumes combined with additional proposed developments in the area provided an estimate of 2040 traffic conditions in the Dripping Springs area. Future daily 2040 traffic volumes developed as part of the Transportation Master Plan process are provided in Figure 6. 2040 traffic volumes were then used to estimate future traffic operations and develop recommended short and mid-term transportation improvements. Long-term improvements will be evaluated as part of the Dripping Springs Transportation Master Plan.

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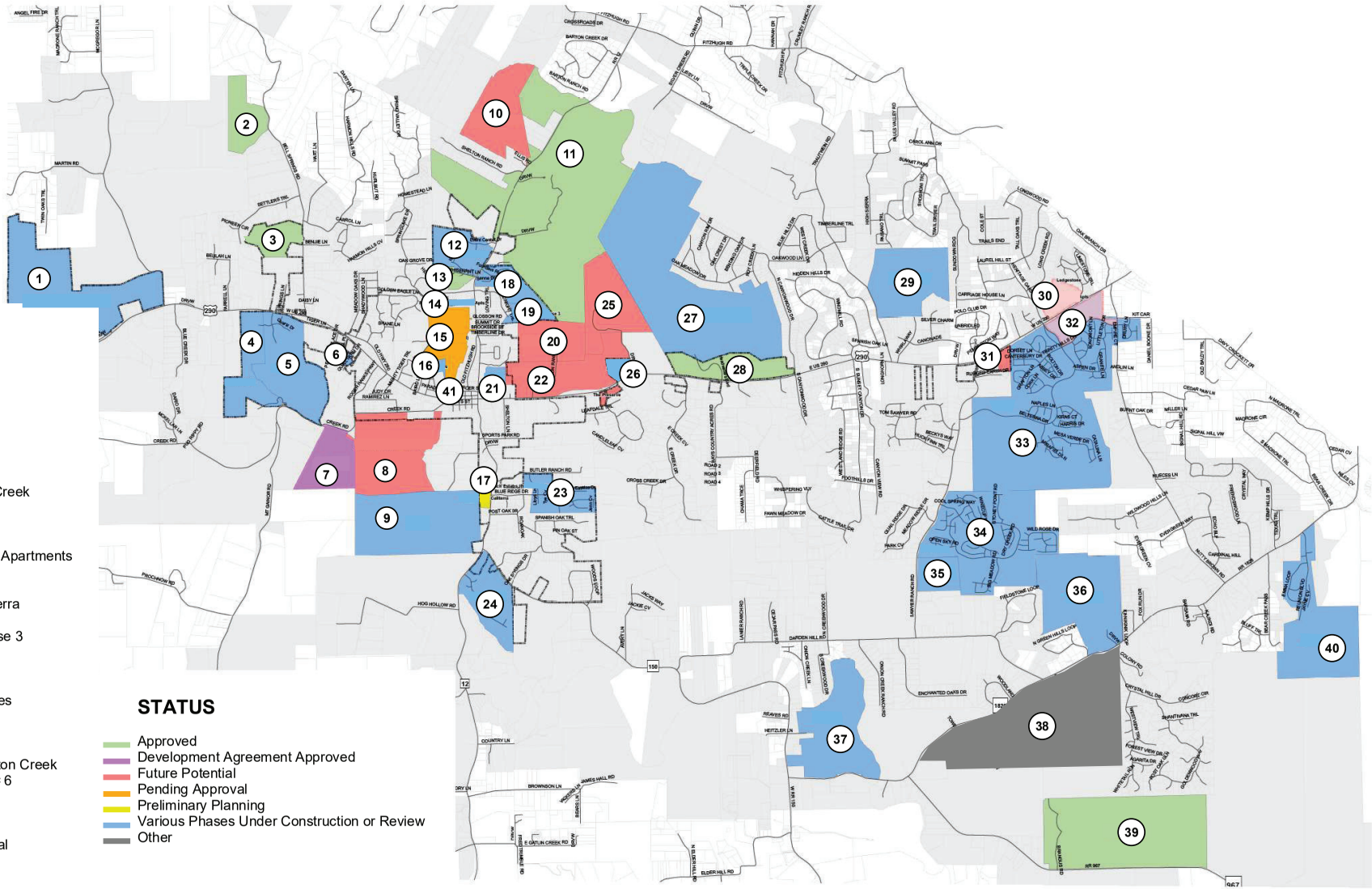

FIGURE 5

PROPOSED
DEVELOPMENTS BY 2040

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Intersection LOS results for 2018 existing and 2040 forecasted traffic conditions, with and without short-term and mid-term improvements, are provided in Table 4 as well as in Figures 7 through 10. Short-term and mid-term improvements are described in the Transportation Improvements section of the report.

Table 3. Summary of Daily and Peak Hour Trip Generation

Land Use	Size	24-Hour Two Way Volume	AM Peak Hour		PM Peak Hour	
			Enter	Exit	Enter	Exit
Single Family	11,904 DU	106,792	2,140	6,420	7,065	4,153
Multi-Family Housing (Low-Rise)	282 DU	2,050	30	102	101	59
Multi-Family Housing (Mid-Rise)	1,090 DU	5,119	81	231	239	152
Senior Adult Housing - Attached	340 DU	1,329	24	44	46	38
Library	34,000 SF	1,912	25	10	119	129
Government Office Building	62,500 SF	4,308	309	59	23	52
General Office Building	7,500 SF	183	21	3	15	72
Day Care Center	17,000 SF	1,259	110	97	99	111
Shopping Center	1,142,000 SF	49,256	832	510	2,263	2,453
High-Turnover (Sit-Down) Restaurant	51,075 SF	6,525	316	259	344	214
Fast Food Restaurant with Drive Thru	13,500 SF	6,358	277	266	229	212
Hotel	130 Rooms	1,474	42	30	116	121
Clinic	60,000 SF	2,290	172	49	57	140
Gas/Service Station with Convenience Market	8 Pumps	987	28	27	57	55
Mini-Warehouse	150,000 SF	277	9	6	12	14
Total		**190,119**	**4,416**	**8,113**	**10,785**	**7,975**

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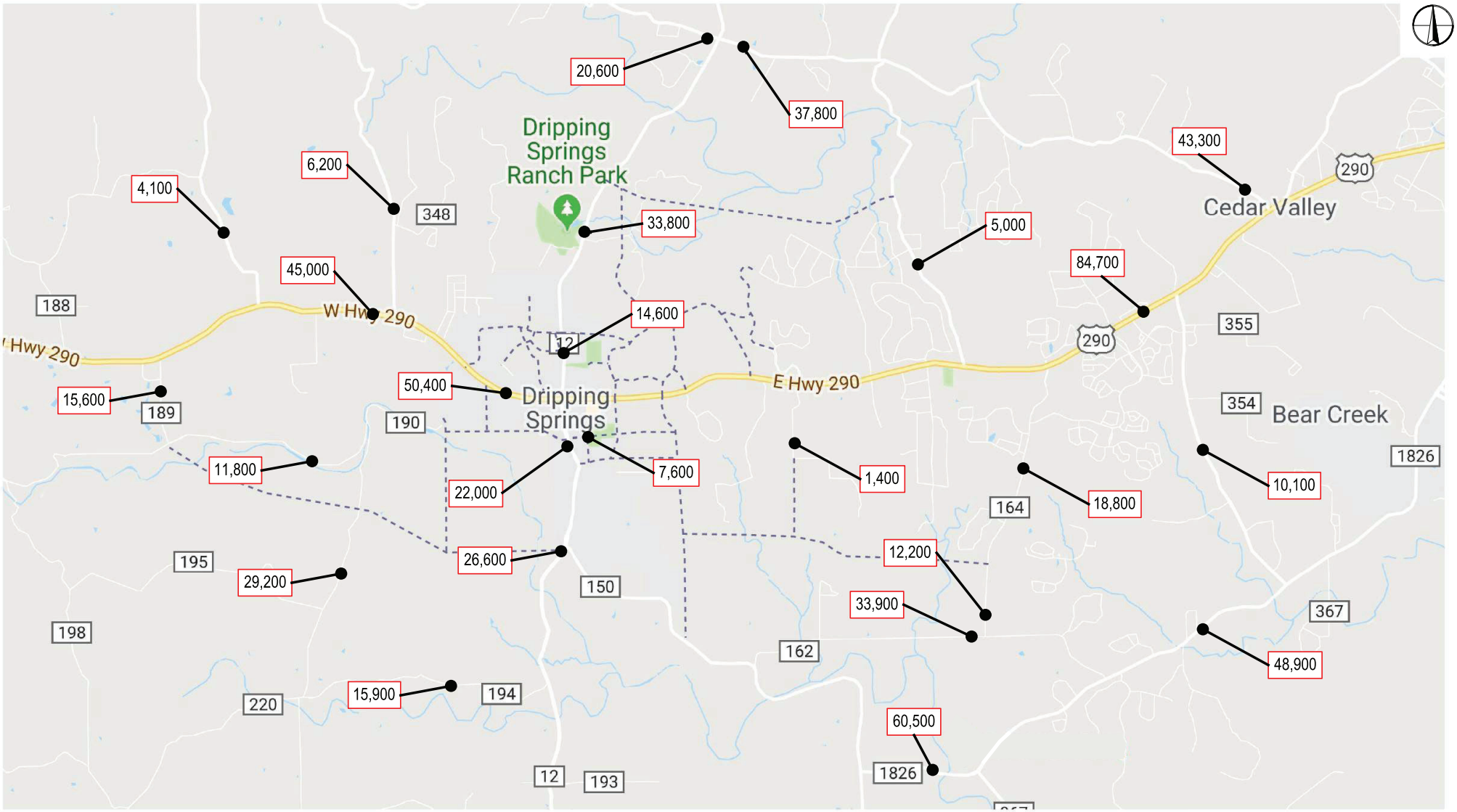

XX,XXX 2040 Forcasted Daily Traffic Volumes(VPD), from the Dripping Springs Transportation Master Plan

Proposed Thoroughfares

Note: Please refer to the Dripping Springs Transportation Master Plan Thoroughfare Plan for detailed information on proposed thoroughfares.

FIGURE 6

AREA LOCATION MAP WITH 2040 FORECASTED DAILY TRAFFIC VOLUMES

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Transportation Improvements

The primary corridors and study intersections are projected to operate with significant delays in 2040 if transportation improvements are not implemented. Figures 7 and 8 depict the projected traffic conditions under this scenario. This report identifies transportation improvements to mitigate the impacts of the anticipated growth. Recommended improvements are separated into short and mid-term improvements for project prioritization purposes. Figures 9 and 10 depict the projected traffic conditions with implementation of short and mid-term recommended improvements. Though several intersections remain at LOS F, overall delay improves significantly with improvements.

Short and Mid-Term Improvements

All short and mid-term improvements are listed in Table 5 and shown by location in Figure 11. Short-term and mid-terms improvements were defined by considering the traffic conditions and the scale of the identified improvement. It is assumed that intersections recommended for signalization will meet signal warrants by 2040.

The recommended typical cross section for the proposed widening of US 290 to a 6-lane section as part of this traffic study is shown in Figure 12. Coordination will be required between the City and TxDOT to determine a final recommended section for US 290 through Dripping Springs.

Dripping Springs Independent School District Coordination

As traffic volumes increase on US 290 and new school campuses open in the City, continued discussions are necessary to determine solutions that will best meet the needs of DSISD and the City of Dripping Springs.

DSISD High School and Middle School currently both start at 9:00 AM and end at 4:15 PM. Located across US 290 from each other, these schools contribute to congestion along US 290 and the surrounding network during the PM peak period. DSISD should consider staggering the start and end time of the two schools to help mitigate congestion and improve traffic operations within the City. An alternative being considered is a satellite drop-off and pick-up location east of RM 12 which would reduce vehicular traffic converging on the schools during these time periods. DSISD should consider modifying traffic circulation routes around the schools to facilitate ease of ingress/egress. School busing programs should be revisited to increase ridership and reduce the number of vehicles on the road.

DSISD and the City should continue to work together to make sure that long-term facility planning takes into account the future proposed school facilities and the surrounding transportation network. Planning for several future school sites is underway, and transportation studies should be conducted to ensure that school circulation and surrounding transportation network needs work in harmony.

Roadway Alignments and Connectivity

Along US 290 and RM 12, single outlet neighborhoods and skewed intersections contribute to congestion along the two major thoroughfares. As the City of Dripping Springs improves and expands its roadway network, careful consideration should be given to proper alignment of roadways and creating a connected network with the implementation of new roadways. When given the opportunity, existing alignments should also be corrected.

Future Development

The City's transportation network is expected to experience a significant impact from already planned projects. It is crucial that the overall network continue to be considered when approving future projects to prevent the roadway network from exceeding capacity.

Access Management

The City should implement access management to improve safety along its major corridors. Access management regulates vehicle access to businesses, public facilities and residences. Strategies for improving access management include optimal spacing between traffic signals and driveways, safe turning lanes, and median treatments. Good access management promotes safe and efficient use of the transportation network.

Table 4. Short and Mid-Term Recommendations

Location	Short-Term Recommendations		Mid-Term Recommendations	
US 290	A	Coordinate traffic signals and optimize timings	1	Widen to a 6-lane divided roadway within the ETJ limits, with widening to the east of ETJ contingent on future developments in the area. Coordination with TxDOT to determine a final recommended section is required.
US 290 and Tiger Lane (W)		No short-term improvements		No mid-term improvements
US 290 and Bell Springs Road	B	Construct left-turn lanes to provide a left-turn lane and shared through/right-turn lane for the NB and SB approaches		No mid-term improvements
US 290 and Tiger Lane (E)		No short-term improvements	2	▪Signalize when warrants are met (contingent on school revised operations and circulation) ▪Construct a NB right-turn lane
US 290 and Peabody Place		No short-term improvements	3	Reconfigure intersection to right-in/right-out only

Table 4. Short and Mid-Term Recommendations

Location	Short-Term Recommendations		Mid-Term Recommendations	
US 290 and Meadow Oak Drive		No short-term improvements	4	▪ Realign Meadow Oaks Drive across US 290 with new roadway on south side to provide connection to middle school • Provide two lanes on NB and SB approaches
US 290 and Roger Hanks Parkway		No short-term improvements	5	• Construct an EB right-turn lane • Construct an additional left-turn lane to provide dual WB left-turn lanes
US 290 and Mighty Tiger Trail	C	Construct an additional lane to provide dual SB left-turn lanes and a SB right-turn lane	6	Construct a WB right-turn lane
US 290 and Sportsplex Drive	D	Construct an additional lane to provide dual SB left-turn lanes and a shared through/right-turn lane	7	Construct a WB right-turn lane
US 290 and Mercer Street		No short-term improvements	8	Re-align and modify to minor driveway with right-in/right-out operations (contingent on construction of proposed Town Center)
US 290 and Creek Road	E	Construct a NB right-turn lane	9	The following mid-term improvements are contingent on the construction of the proposed Town Center and realignment of Mercer Street: ▪Signalize when warrants are met ▪Construct an EB left-turn lane ▪Construct dual WB left-turn lanes (requires bridge widening) ▪Construct a NB right-turn lane ▪Construct SB approach to provide a left-turn lane, a shared left-turn/through lane, and a right-turn lane
US 290 and RM 12	F	• Construct additional lanes to provide dedicated dual left-turn lanes, a through lane, and a right-turn lane for both the NB and SB approaches • Construct a WB right-turn lane •Construct an EB right-turn lane •Modify signal operations to provide a protected right-turn overlap phase for the EB and WB approaches	10	Construct additional left-turn lanes to provide dual EB and WB left-turn lanes with US 290 widening
US 290 and Rob Shelton Boulevard	G	•Re-construct NB approach and SB approach medians to provide dual left-turn lanes and one through/right-turn shared lane •Construct an EB right-turn lane		No mid-term improvements

Table 4. Short and Mid-Term Recommendations

Location	Short-Term Recommendations		Mid-Term Recommendations	
US 290 and Headwaters Boulevard/Hays Country Acres Road		No short-term improvements	11	Widen NB approach to provide a shared left-turn/through lane and a right-turn lane
US 290 and Trautwein Road	H	Widen SB approach to provide a left-turn and a right-turn lane	12	•Signalize when warrants are met •Modification of intersection to a "Florida T" with an SB left-turn acceleration lane and free-flowing EB through movement
US 290 and Sawyer Ranch Road	I	• Widen NB approach to provide dual left-turn lanes, a through lane, and a right-turn lane •Modify signal operations to provide protected NB and EB right-turn overlap phases		• Construct an additional lane to provide dual WB left-turn lanes
US 290 and Nutty Brown Road/Oak Branch Road	J	• Widen NB approach to provide dual left-turn lanes, a through lane, and a right-turn lane • Modify signal operations to provide protected NB and EB right-turn overlap phases		• Construct an additional lane to provide dual WB left-turn lanes
Fitzhugh Road		No short-term improvements	13	Widen to a 4-lane divided roadway east of McGregor Lane
RM 12	K	Coordinate traffic signals and optimize timings	14	Widen to a 4-lane divided roadway within ETJ limits
RM 12 and Fitzhugh Road	L	•Construct a NB left-turn and right-turn lane •Construct dual WB left-turn lanes •Construct a SB left-turn lane •Construct an EB left-turn lane •Modify signal operations to provide a protected NB right-turn overlap phase	15	Widen Fitzhugh Road to a 4-lane undivided roadway within ETJ limits
RM 12 and Springlake Drive/Goodnight Trail		No short-term improvements	16	Signalize when warrants are met
RM 12 and Old Fitzhugh Road/Timberline Road	M	• Modify intersection operations to right-in/right-out		No mid-term improvements
RM 12 and Founders Park Road	N	•Construct a NB right-turn lane •Construct a SB left-turn lane •Construct a WB left-turn lane	17	Signalize when warrants are met
RM 12 and Mercer Street	O	•Construct a NB left-turn lane •Construct a SB left-turn lane •Construct a WB channelized free-flowing right-turn lane •Construct the EB approach to provide a left-turn lane and a shared through/right-turn lane •Modify signal operations to provide split phasing for the EB and WB approaches		No mid-term improvements

Table 4. Short and Mid-Term Recommendations

Location	Short-Term Recommendations		Mid-Term Recommendations	
RM 12 and Wallace Street	P	Restrict access from Wallace Street to RM 12		No mid-term improvements
RM 12 and Sports Park Road		No short-term improvements	18	•Re-align Needham Road/Sports Park Drive for future roadway connection to west •Construct a WB left-turn lane •Construct a NB right-turn lane
FM 150		No short-term improvements	19	Widen to a 4-lane divided roadway between RM 12 and RM 1826
RM 12 and FM 150		No short-term improvements	20	•Signalize when warrants are met •Realign intersection to allow for extension of FM 150 to the west •Construct an additional lane to provide dual WB right-turn lanes •Modify signal operations to provide a protected WB right-turn overlap •Construct an additional lane to provide dual SB left-turn lanes •Construct a NB right-turn lane
Sawyer Ranch Road		No short-term improvements	21	Widen to a 4-lane divided roadway between US 290 and Darden Hill Road
Sawyer Ranch Road and Darden Hill Road	Q	• Construct an EB left-turn lane • Construct a WB right-turn lane	22	• Signalize when warrants are met • Construct an additional lane to provide dual SB left-turn lanes
RM 1826		No short-term improvements	23	Widen to a 4-lane divided roadway within ETJ limits
RM 1826 and Darden Hill Road	R	Construct a WB right-turn lane	24	Signalize when warrants are met
Darden Hill Road		No short-term improvements	25	Widen to a 4-lane divided roadway
Nutty Brown Road		No short-term improvements	26	Widen to a 4-lane divided roadway between US 290 and RM 1826
RM 1826 and Nutty Brown Road	S	• Widen SB approach to provide dual left-turn lanes, a through lane, and a right-turn lane • Construct EB right-turn lane • Restripe to lengthen EB left-turn lane • Construct WB right-turn lane • Modify signal operations to provide a protected WB right-turn overlap phase and split phasing for the NB and SB approaches		No mid-term improvements

Table 5. Intersection Level of Service and Delay (veh/sec)

Location	2018 Existing		2040 Forecasted w/o Recommended Improvements		2040 Forecasted w/ Recommended Improvements	
	AM	PM	AM	PM	AM	PM
US 290 and Tiger Lane (W)	A* (1.7)	A* (0.8)	F* (+)	F* (+)	F* (+)	F* (139.8)
US 290 and Bell Springs Road	C (24.2)	C (20.4)	F (131.6)	F (322.4)	C (28.1)	F (99.5)
US 290 and Tiger Lane (E)	A* (6.6)	A* (1.5)	F* (+)	F* (+)	D (40.2)	D (39.4)
US 290 and Mighty Tiger Trail	B (12.5)	A (5.7)	F (244.5)	F (181.8)	C (20.6)	B (17.0)
US 290 and Sportsplex Drive	B (12.6)	B (11.9)	F (324.5)	F (364.1)	E (58.2)	F (121.0)
US 290 and Mercer Street (W)	A* (2.2)	A* (2.2)	F* (+)	F* (+)	-	-
US 290 and Creek Road	A* (0.7)	A* (2.0)	F* (491.2)	F* (+)	F (217.6)	F (340.8)
US 290 and RM 12	D (51.9)	E (63.0)	F (805.8)	F (1036.4)	F (258.2)	F (370.5)
US 290 and Rob Shelton Boulevard	B (13.6)	C (32.7)	F (385.8)	F (642.7)	F (189.8)	F (329.8)
US 290 and Hays Country Acres Road/Headwaters Boulevard	C (21.3)	B (15.9)	F (686.4)	F (993.0)	F (335.6)	F (534.3)
US 290 and Trautwein Road	A* (7.1)	A* (3.0)	F* (119.1)	F* (527.2)	E (66.7)	F (226.9)
US 290 and Sawyer Ranch Road	D (37.7)	C (32.8)	F (746.5)	F (1114.8)	F (275.7)	F (364.9)
US 290 and Nutty Brown Road	C (23.6)	C (27.7)	F (537.1)	F (940.1)	F (267.9)	F (491.7)
RM 12 and Fitzhugh Road	B (12.5)	B (15.4)	F (443.7)	F (654.7)	C (28.1)	E (64.2)
RM 12 and Springlake Drive/Goodnight Trail	A* (3.2)	A* (3.1)	F* (+)	F* (+)	B (19.7)	C (31.6)
RM 12 and Old Fitzhugh Road/Timberline Road	A* (2.4)	A* (6.8)	F* (+)	F* (+)	A* (0.1)	A* (0.2)
RM 12 and Founders Park Road	A* (0.8)	A* (2.5)	F* (123.5)	F* (100.7)	B (11.5)	F (31.9)
RM 12 and Mercer Street	B (13.4)	C (20.3)	F (496.1)	F (507.1)	F (92.6)	F (126.5)
RM 12 and Sports Park Road	B (16.9)	C (24.4)	F (679.0)	F (1582.3)	B (16.1)	F (89.2)
RM 12 and FM 150	A* (8.0)	A* (7.9)	F* (+)	F* (+)	D (40.5)	F (89.8)
Sawyer Ranch Road and Darden Hill Road	A* (4.0)	A* (5.7)	F* (82.7)	F* (179.4)	B (11.4)	B (11.9)
Darden Hill Road and RM 1826	A* (7.7)	A* (5.5)	F* (2656.6)	F* (+)	C (21.3)	F (177.6)
RM 1826 and Nutty Brown Road	C (20.3)	D (38.3)	F (363.2)	F (817.5)	D (49.6)	F (102.1)

*Unsignalized

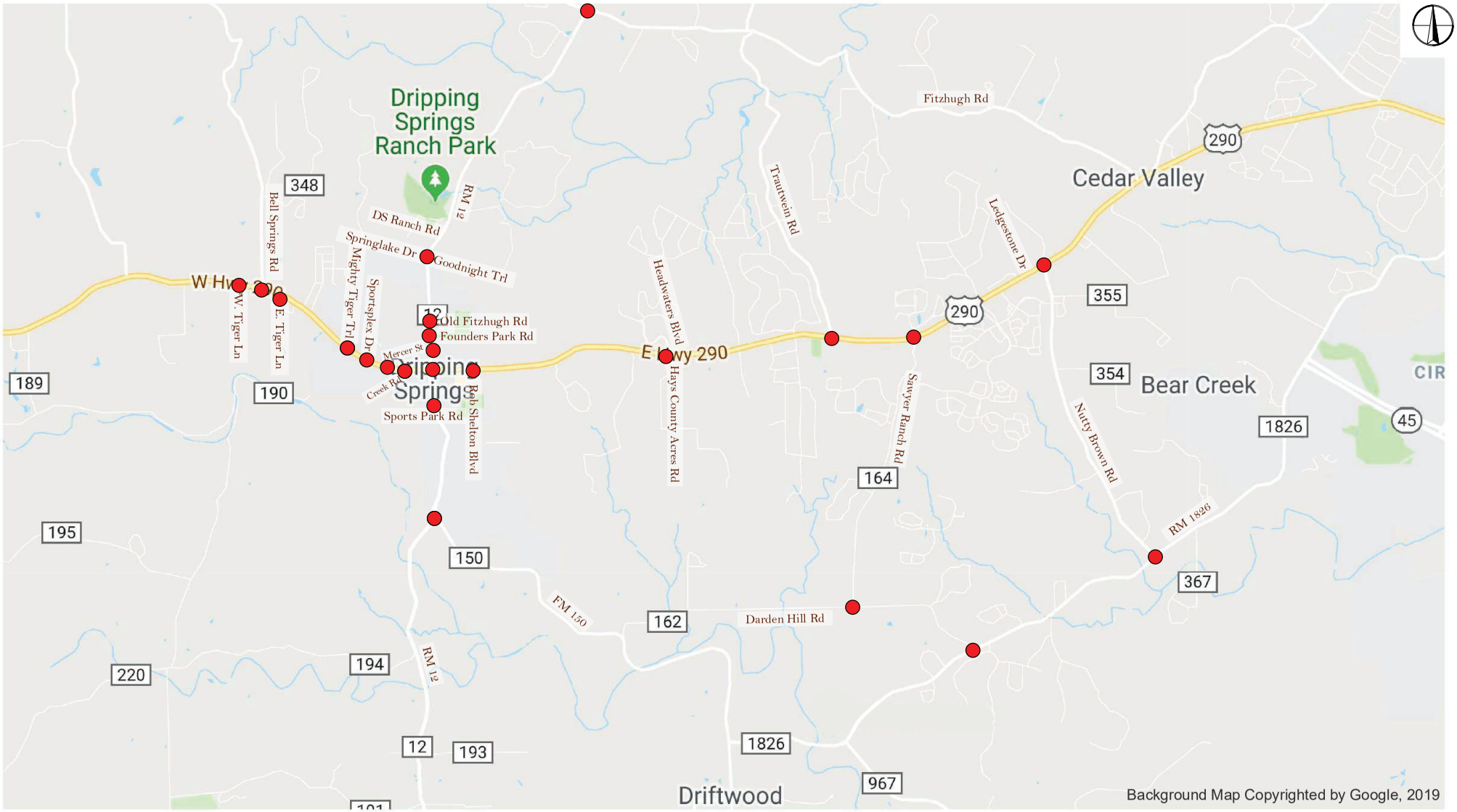


FIGURE 7

2040 FORECASTED AM LEVEL OF SERVICE WITHOUT IMPROVEMENTS

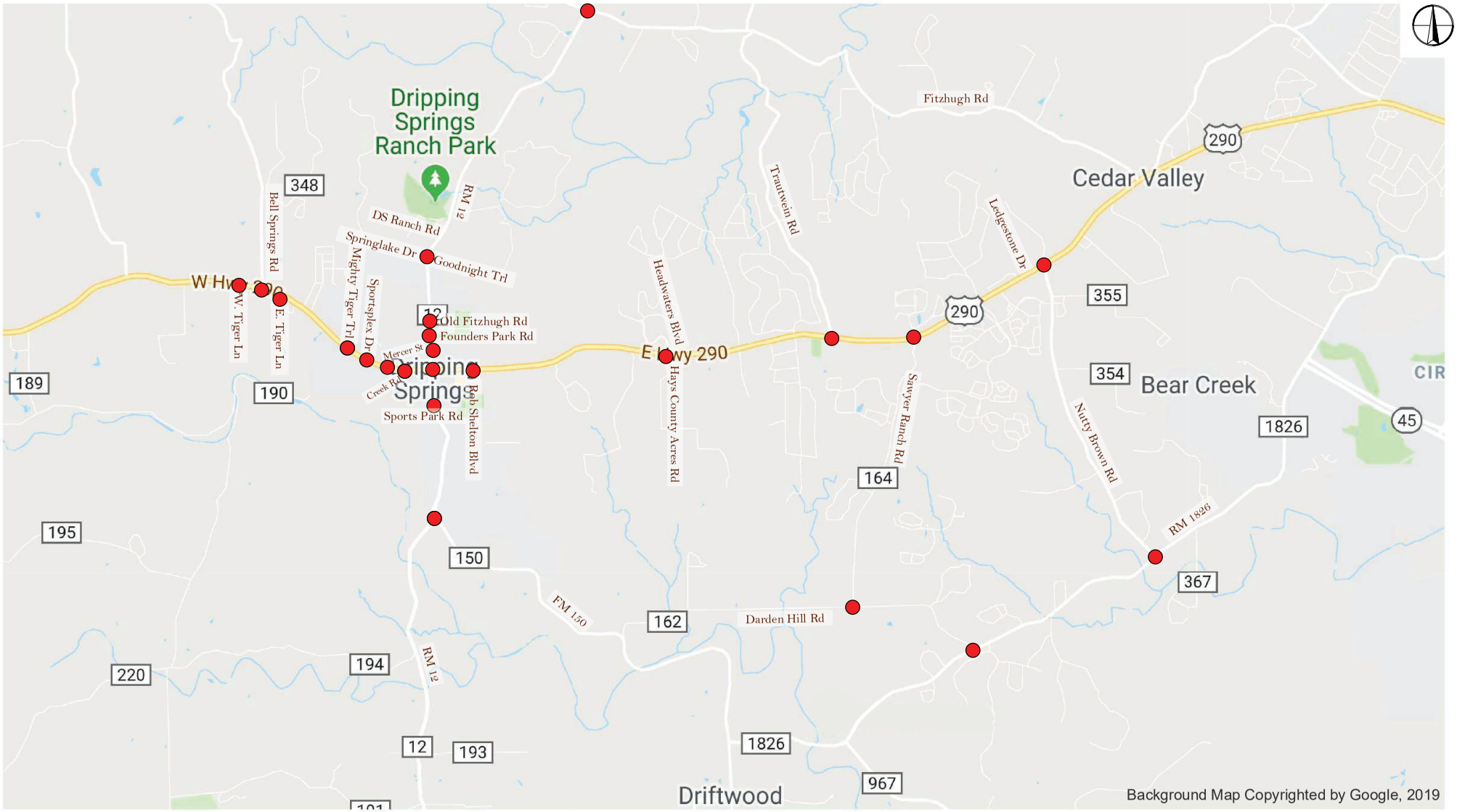
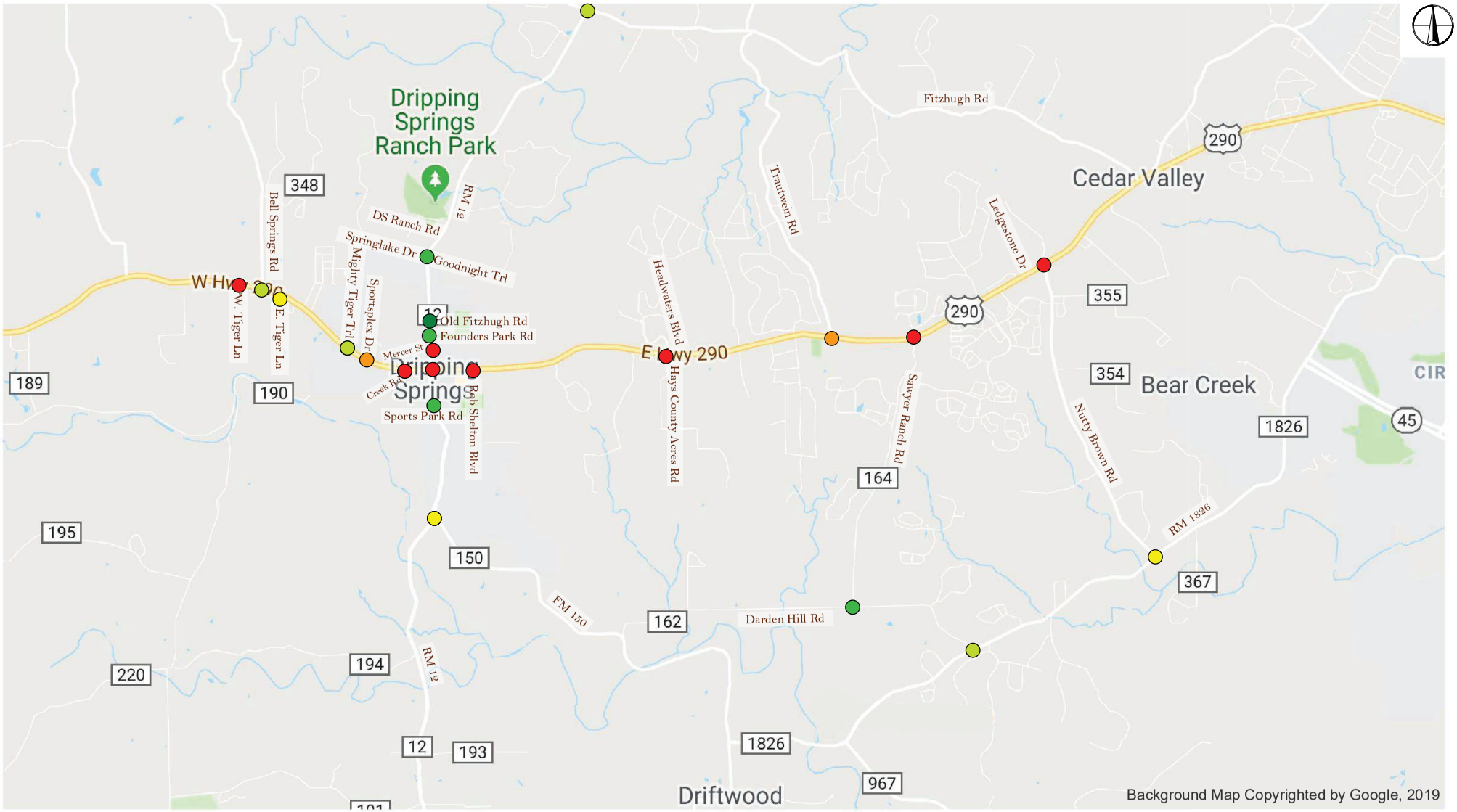


FIGURE 8

2040 FORECASTED PM
LEVEL OF SERVICE
WITHOUT IMPROVEMENTS



INTERSECTION LOS

A B C D E F

FIGURE 9

2040 FORECASTED AM LEVEL OF SERVICE WITH IMPROVEMENTS

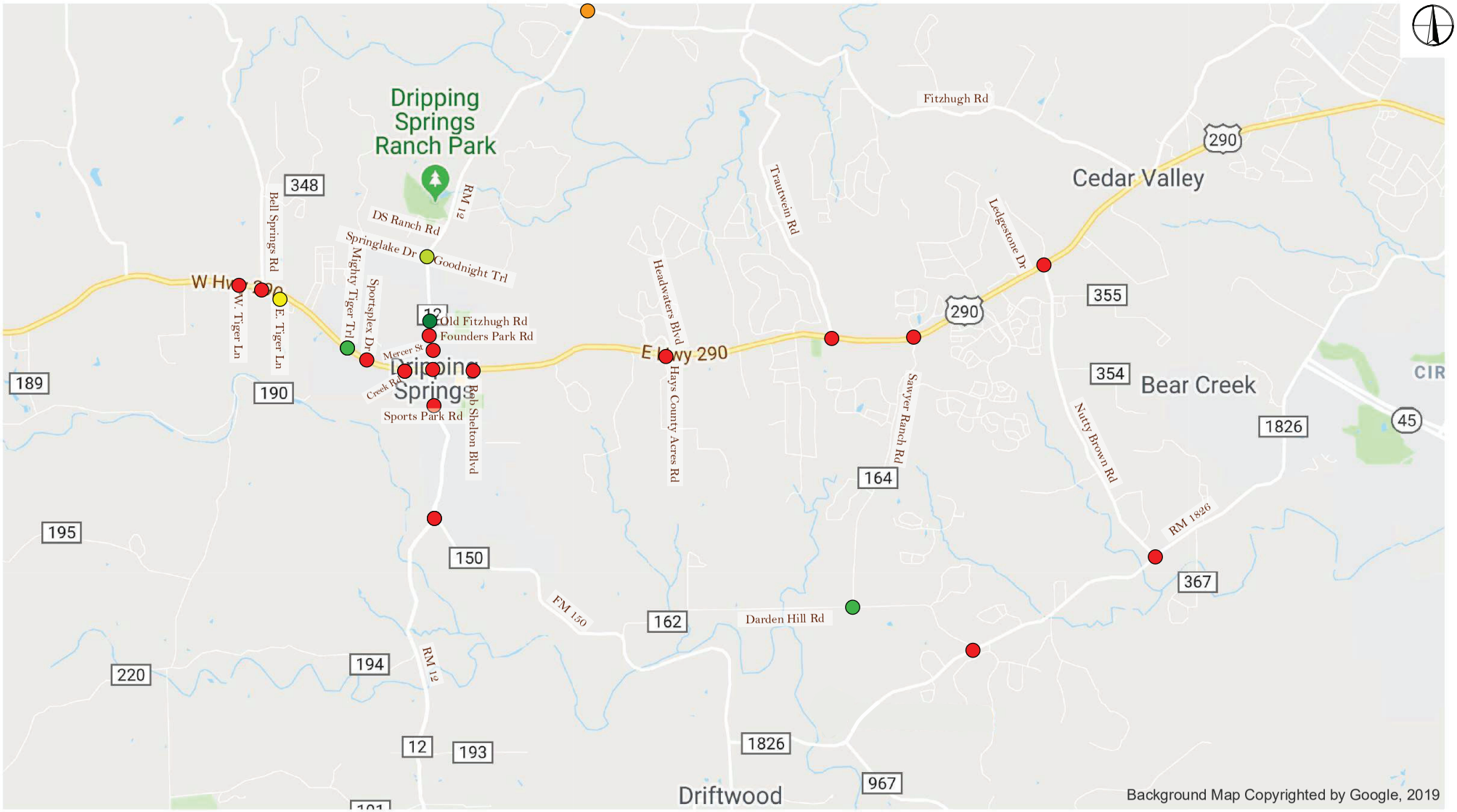
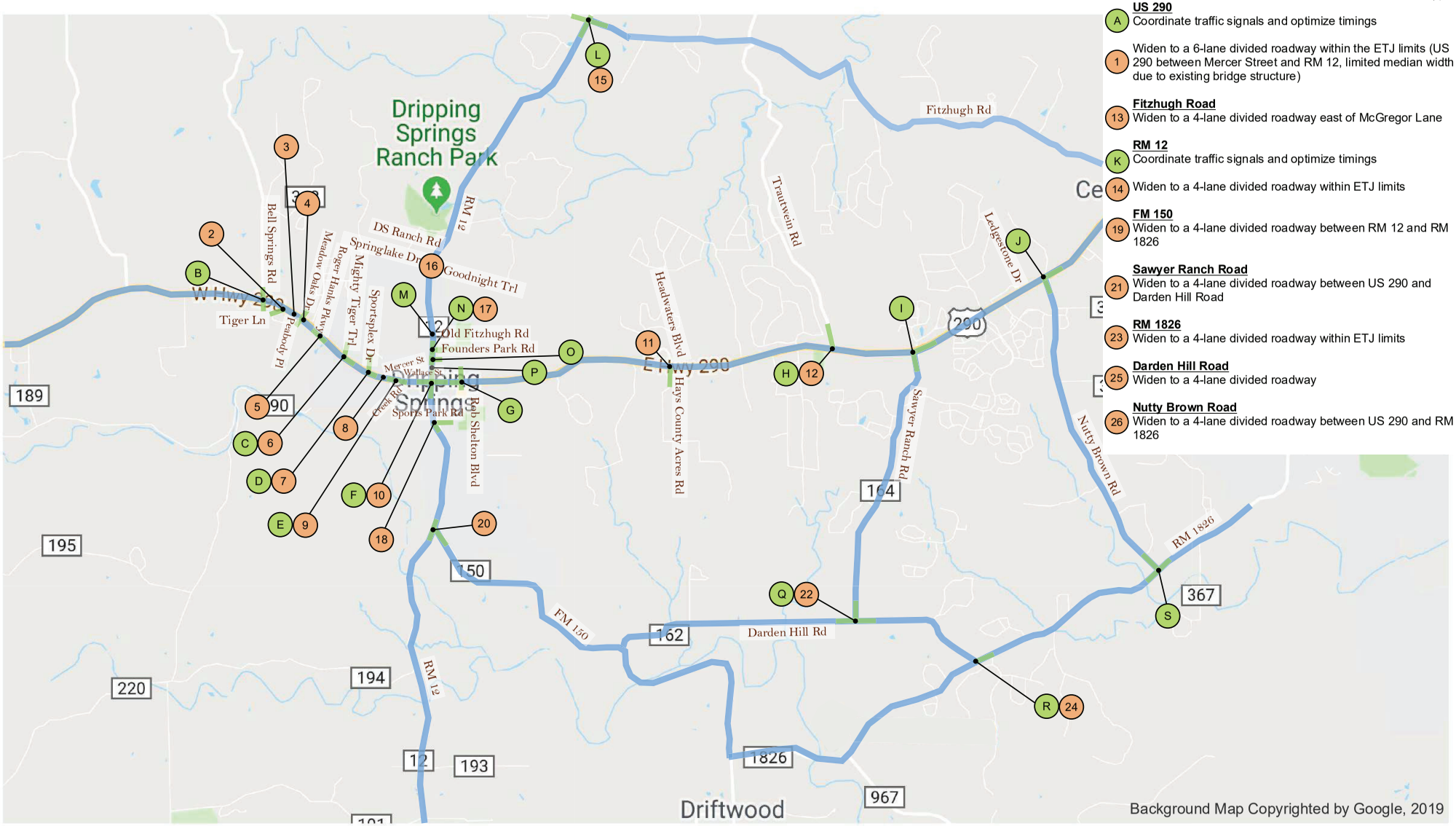


FIGURE 10

2040 FORECASTED PM LEVEL OF SERVICE WITH IMPROVEMENTS



US 290

A Coordinate traffic signals and optimize timings

1 Widen to a 6-lane divided roadway within the ETJ limits (US 290 between Mercer Street and RM 12, limited median width due to existing bridge structure)

Fitzhugh Road

13 Widen to a 4-lane divided roadway east of McGregor Lane

RM 12

K Coordinate traffic signals and optimize timings

14 Widen to a 4-lane divided roadway within ETJ limits

FM 150

19 Widen to a 4-lane divided roadway between RM 12 and RM 1826

Sawyer Ranch Road

21 Widen to a 4-lane divided roadway between US 290 and Darden Hill Road

RM 1826

23 Widen to a 4-lane divided roadway within ETJ limits

Darden Hill Road

25 Widen to a 4-lane divided roadway

Nutty Brown Road

26 Widen to a 4-lane divided roadway between US 290 and RM 1826

FIGURE 11

SHORT AND MID-TERM IMPROVEMENTS

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Long-Term Improvements

To meet the long-term needs of the City of Dripping Springs, a more robust roadway network is necessary. A well-coordinated network of north/south and east/west roadways will help facilitate and redistribute long term traffic demand expected from the additional development projects rather than solely utilizing US 290 as ingress/egress. Long-term improvements are proposed in the Hays County Transportation Plan and the CAMPO 2045 Plan. The Dripping Springs Transportation Master Plan evaluated previously proposed thoroughfares and transportation improvements and proposed new routes throughout the Dripping Springs area. The Transportation Master Plan provides guidance for long-term transportation planning and aims to improve future traffic operations in Dripping Springs. As part of the Transportation Master Plan, the proposed Thoroughfare Plan recommends roadway enhancements and proposed roadways to improve the roadway network, including recommendations that intend to reduce congestion on US 290 and RM 12. The City of Dripping Springs should coordinate with Hays County, TxDOT, and CAMPO to initiate feasibility analyses and development of these routes and connections. The City should also work closely with the developers to establish a roadway network aligned with the Transportation Master Plan to enhance safety and mobility in the future.

Summary

As the City of Dripping Springs continues to grow at a rapid pace over the next decade, it is important that the City plans ahead and develops strategies to mitigate the impacts of the large-scale growth. Strategies should be comprised of a variety of improvements for implementation in the short, mid, and long-term. This traffic study recommends the following:

- Short-term improvements should be implemented immediately while mid-term improvements should be coordinated with TxDOT and Hays County.
- The City should work with DSISD to develop plans to reduce peak period traffic demand on US 290 and to manage traffic for future school sites.
- Access management guidelines along US 290 and RM 12 should be developed with TxDOT to reduce conflict points and enhance safety in heavily developed areas.
- As development occurs, improvements to the roadway network should work towards a well-coordinated roadway network to redistribute traffic away from US 290.

To meet the long-term needs of the City of Dripping Springs, a more robust roadway network is necessary. The City should work with Hays County, TxDOT, CAMPO, and developers to ensure that future transportation plans in the Dripping Springs area are informed by the long-term goals and recommendations in the Transportation Master Plan.

References

1. Hays County
   2013 Hays County Transportation Plan, Hays County, Texas

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3. Texas Department of Transportation
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4. Hays County
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CITY OF DRIPPING SPRINGS

TRANSPORTATION MASTER PLAN

2021

DRIPPING SPRINGS
Texas

DRAFT

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INTRODUCTION

OVERVIEW

Dripping Springs is experiencing significant growth with many new developments planned for the next ten years and beyond. This rapid growth is creating transportation challenges within the community. Mobility within Dripping Springs is highly dependent on state and county transportation infrastructure. HDR Engineering was retained to develop the Dripping Springs Transportation Master Plan with a goal to identify and prioritize mobility improvements within the City Limits and extraterritorial jurisdiction through the year 2040.

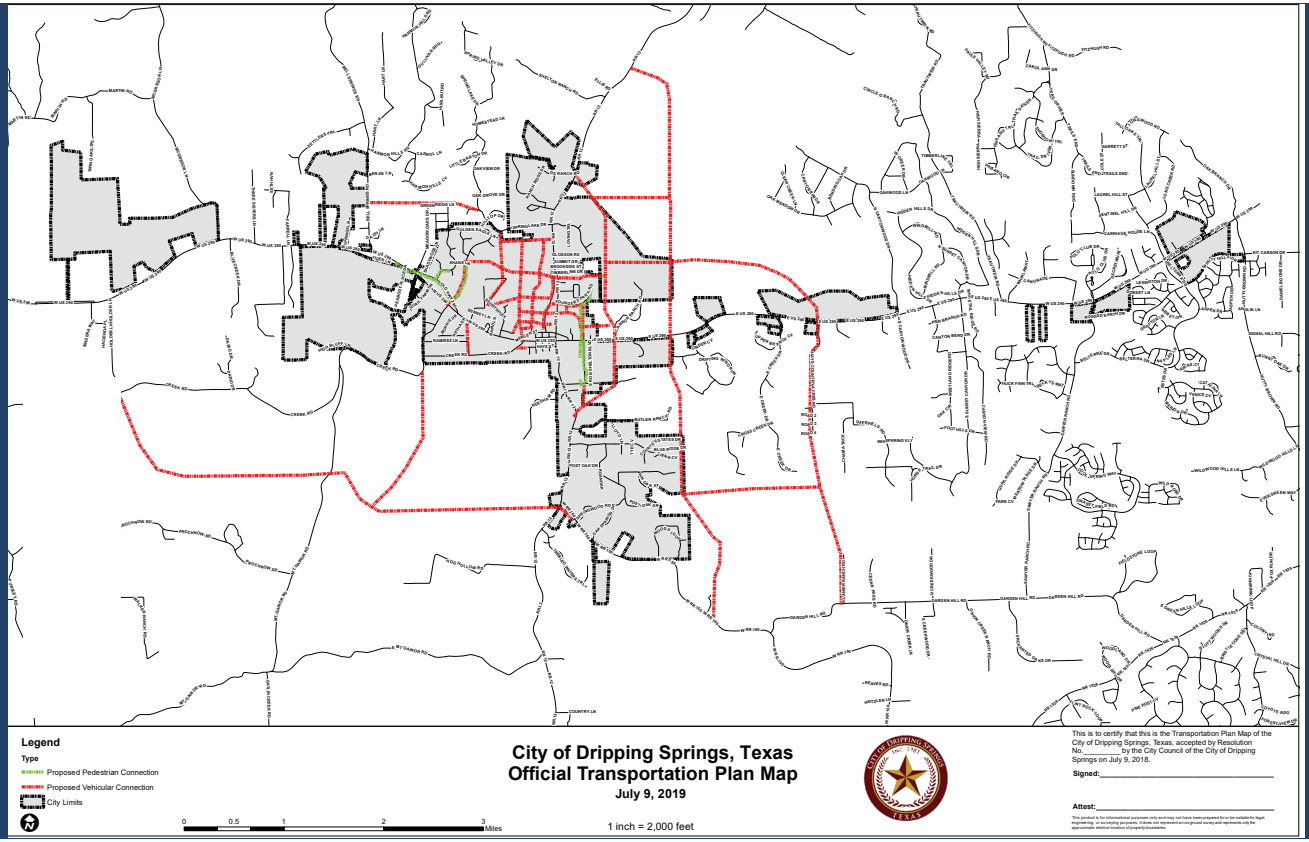
PURPOSE

The purpose of the Dripping Springs Transportation Master Plan Update is to identify and prioritize mobility improvements that encourage safe and efficient travel. The City's 2016 Comprehensive Plan defined an infrastructure goal of developing a Mobility Plan: "A Mobility Plan would build on the existing Transportation Plan and Trails Master Plan to provide a holistic approach to addressing transportation needs in and around Dripping Springs. It would explore all options for moving people to include pedestrians, transit users, cyclists, and drivers." This Transportation Master Plan will serve as this Mobility Plan and holistically evaluate transportation needs.

N. College St
Mercer St
HISTORIC
DRIPPING SPRINGS
EST. 1853

PREVIOUS TRANSPORTATION MASTER PLAN

Dripping Springs previously developed a Transportation Plan map, depicting proposed transportation routes within Dripping Springs and the City's extraterritorial jurisdiction. The map is continually updated by the City, and it was most recently amended in 2019. This map is continually updated by the City. This Transportation Master Plan will inform the existing 2019 Master Transportation Plan map and support the recommended routes with a technical evaluation of existing and future conditions. Additional recommendations for enhancing existing facilities and providing multimodal connectivity will be incorporated into the plan. In addition, this Transportation Master Plan document will provide policy guidance and best practices.



TRANSPORTATION MASTER PLAN PROCESS

A successful Transportation Master Plan follows a defined process. This TMP will document each of these steps required to develop a TMP that meets community needs.

Develop Goals.

Define goals that will inform recommendations in the Transportation Master Plan.

Document Conditions.

Document existing transportation conditions and inventory infrastructure.

Gather Feedback.

Engage the community and incorporate feedback throughout the planning process.

Partner with Agencies.

Coordinate planning efforts and partner with other regulatory agencies such as the County and State.

Analyze Future Growth.

Use a model to develop a future scenario that reflects the anticipated level of growth.

Plan For the Future.

Develop a Thoroughfare Plan and recommendations that meet the future needs of the City.

TRANSPORTATION MASTER PLAN GOALS

The following goals were established by the City of Dripping Springs to guide the development of the Transportation Master Plan and recommendations within the City limits and extraterritorial jurisdiction.

Identify deficiencies in the existing transportation network.

Identify opportunities for improved connectivity.

Develop a plan that meets future mobility needs.

Support growth through transportation infrastructure investment.

Establish policy that guides developers in planning for a cohesive transportation network.

Encourage safe and efficient travel for all modes of transportation.

Build on recommendations from the City's Comprehensive Plan, Hays County Transportation Plan, and TxDOT's Statewide Long-Range Transportation Plan.

Adopt a Thoroughfare Plan to identify preliminary alignments and right-of-way needs for future transportation facilities.

Leverage available funds for improving transportation efficiency and safety.

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EXISTING CONDITIONS EVALUATION

DOCUMENTING EXISTING INFRASTRUCTURE AND ANALYZING TRANSPORTATION OPERATIONS AND SAFETY IS AN IMPORTANT FIRST STEP IN DEVELOPING A TRANSPORTATION MASTER PLAN.

Existing conditions data is analyzed and evaluated to provide the foundation on which to plan and build for the future needs of a community. Developing a Transportation Master Plan is a process that involves many steps.

Gather the data

Collect data relevant to the transportation system and needs of the surrounding community to begin analyzing the existing transportation network.

Analyze the data

Assess traffic operations, mobility and connectivity for motorized and non-motorized travel.

Identify roadway deficiencies, safety issues and projected employment and population growth.

Evaluate the data

Evaluate the data to begin identification of needed improvements throughout the transportation network.

Data is analyzed as a whole to build a complete picture of community needs and to understand how the transportation network is responding to current demand.

Several types of data are collected from many sources.

Existing transportation network

Existing roadway capacity, 24-hour roadway volumes, multi-modal facilities and crash history are all used to assess the roadway network.

Intersection operations

Intersection geometry, intersection peak period counts, and traffic signal timing plans provide a basis to evaluate intersection operations at key locations within the City.

Future growth rates and demand

Data documenting growth rates within the community and surrounding region is collected.

- Expected future developments in the Dripping Springs area
- Population data from the Texas State Data Center and U.S. Census Bureau
- Capital Area Metropolitan Planning Organization (CAMPO) 2040 Travel Demand Forecasts

AREA OVERVIEW

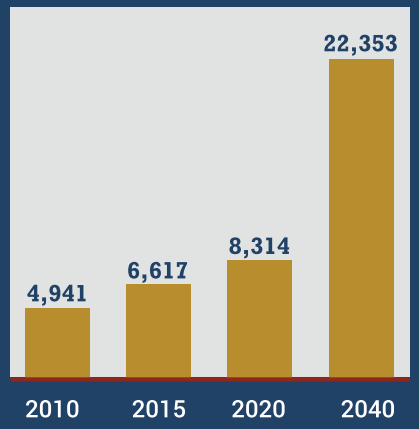
The study area for the Dripping Springs Transportation Master Plan includes the City Limits and its extraterritorial jurisdiction (ETJ).

DEMOGRAPHICS

Dripping Springs' unique location situated at the outskirts of Austin within the Hill Country allows for ideal access to both urban and natural environments. It has experienced high growth in recent years, with many newly built and proposed residential and commercial developments in the area. Over 40 new developments are planned for Dripping Springs and the surrounding area in the near future.

EMPLOYMENT GROWTH

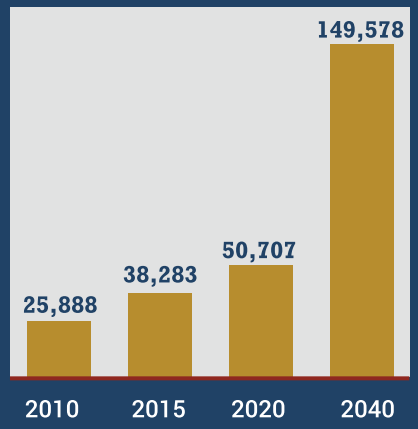
Dripping Springs ETJ



Source: CAMPO 2040 Travel Demand Model

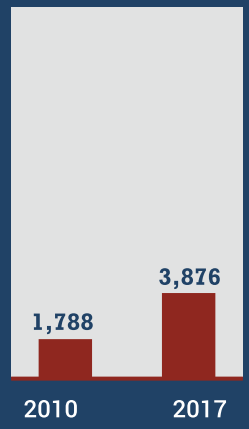
POPULATION GROWTH

Dripping Springs ETJ



Source: CAMPO 2040 Travel Demand Model

Dripping Springs City Limits



Source: U.S. Census Bureau

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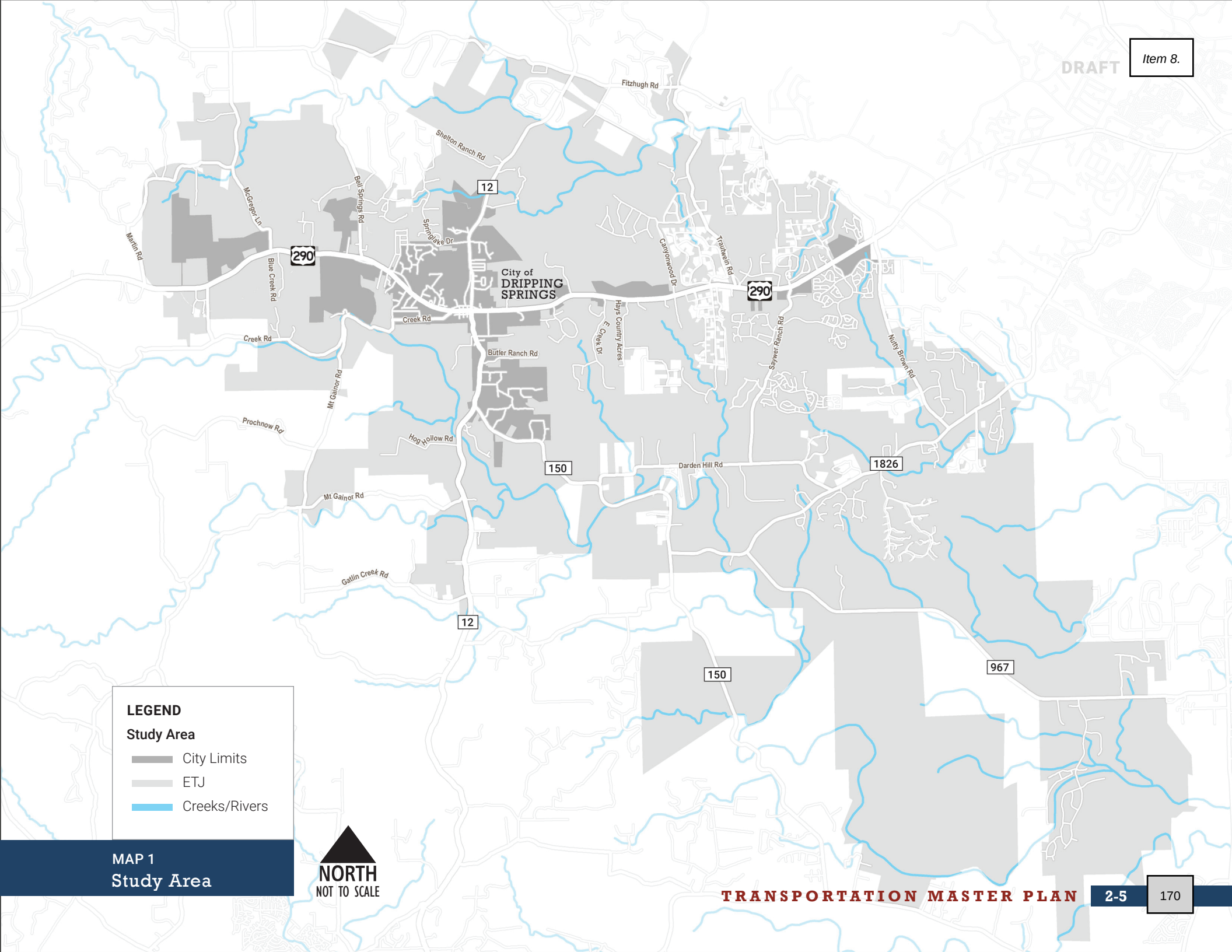
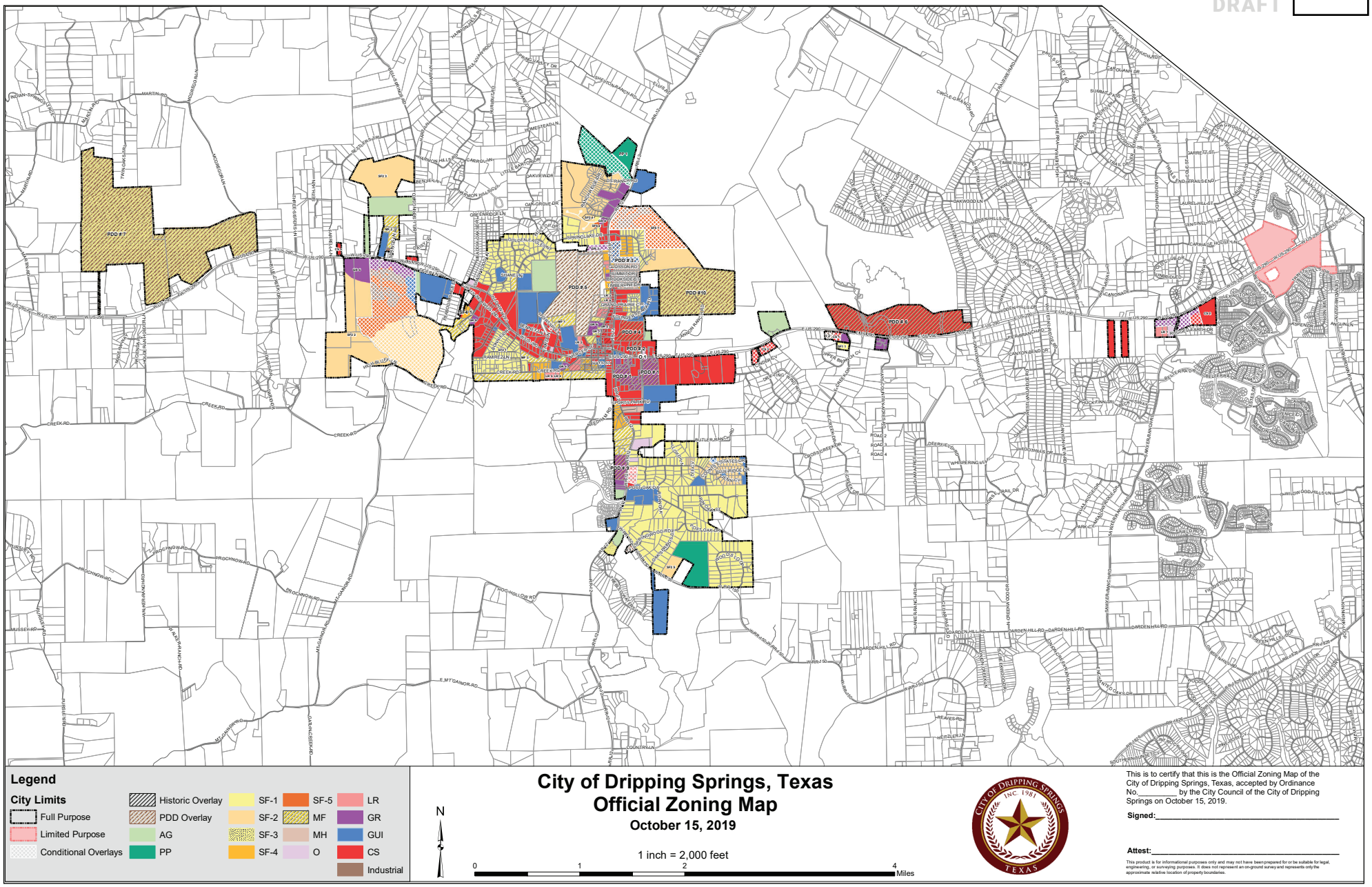


MAP 1
Study Area

LAND USE AND ZONING

Dripping Springs currently includes residential, commercial, and institutional land uses. Commercial land uses are generally concentrated in Downtown Dripping Springs, in the Belterra Development, and along US 290.



MAP 2
Land Use and Zoning

ENVIRONMENTAL RESOURCES

Impacts to the environment should be analyzed before new infrastructure is built. The Dripping Springs area lies within the Contributing and Recharge Zones of the Edwards Aquifer, an important water source for the Central Texas region. The hilly topography and creeks throughout the area may affect future development and expansion of the transportation network.

Low water crossings occur in some locations where creeks meet roads. Heavy rain can sometimes cause flooding, impacting some exit routes for certain areas of the City. The City's namesake, the Dripping Springs, lies downtown in the heart of the City, and there are other springs located within the ETJ.

Wildlife habitat is abundant through the Texas Hill Country and potential impacts will be evaluated as Dripping Springs implements the Transportation Plan.

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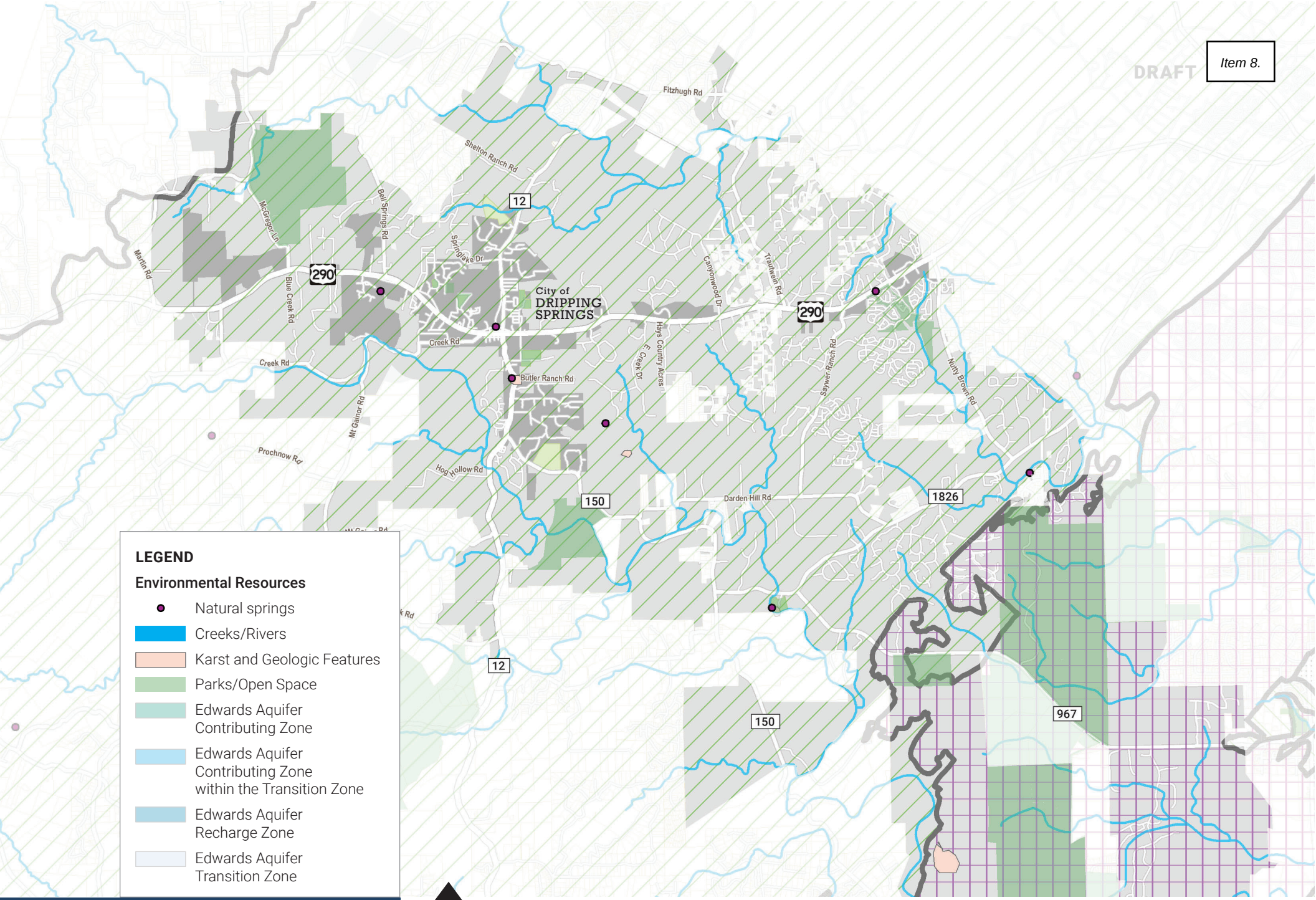

MAP 3
Environmental Resources

NORTH
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EXISTING ROADWAY NETWORK

Roadway functional classifications describe the interaction and dynamics of the roadway with the surrounding land uses and other connecting roadways. Classifications define the level of mobility and access control of the roadway.

Dripping Springs currently follows Hays County roadway classifications. The 2013 Hays County Transportation Plan classifies the existing roadway network into the following categories:

» **Arterial Streets (Principal and Minor)**
Serve both local and regional traffic by connecting cities and rural areas to the highway system while limiting access.

» **Collector Streets**
Provide equal levels of mobility and access by connecting local roads and the arterial network and by providing direct access to developments.

» **Local Streets**
Provide primary land access and connectivity between land parcels and other streets and collectors.

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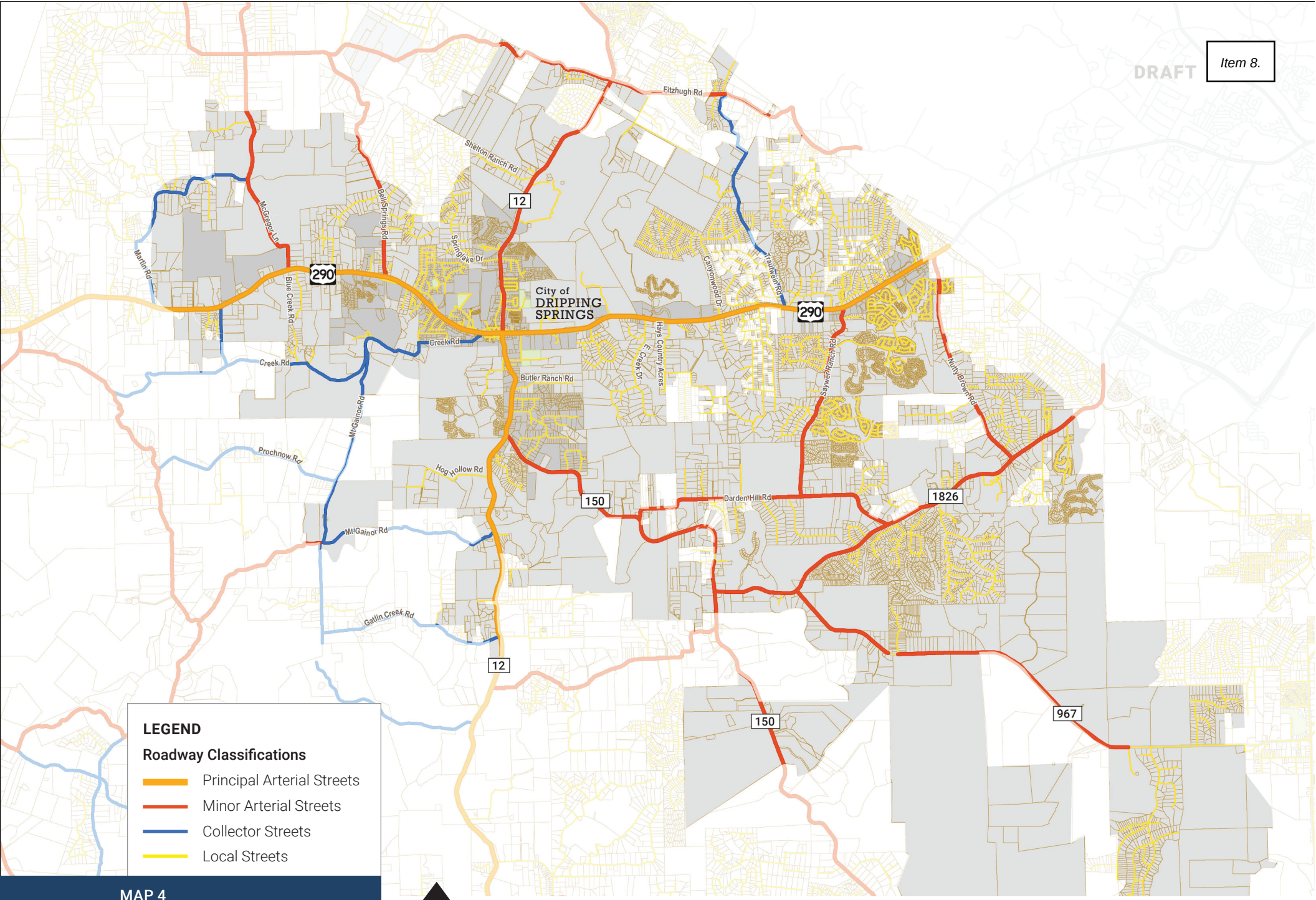

LEGEND

Roadway Classifications

- Principal Arterial Streets
- Minor Arterial Streets
- Collector Streets
- Local Streets

MAP 4

Existing Roadway Classifications

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FACILITY OWNERSHIP

Roadways throughout Dripping Springs and its ETJ are operated and maintained by TxDOT, Hays County, Dripping Springs, neighborhoods and other private entities.

MAJOR ROADWAYS ARE THE PRIMARY THOROUGHFARES PROVIDING REGIONAL CONNECTIVITY TO COMMUNITIES.

These major roadways connect the neighborhoods and businesses of Dripping Springs.

US 290

US 290 is one of the primary TxDOT roadways that connects Dripping Springs with the City of Austin and other outlying regions. A four-lane divided principal arterial throughout the majority of Dripping Springs, it transitions to a three-lane divided arterial west of McGregor Lane.

RM 12

RM 12 is a TxDOT roadway connecting Dripping Springs with Fitzhugh Road to the north and with RM 150 to the south. RM 12 is a two-lane undivided principal arterial south of US 290 and a two-lane undivided minor arterial north of US 290.

RM 150

RM 150 is a major route from Dripping Springs to Driftwood and San Marcos. RM 150 is a two-lane undivided minor arterial maintained by TxDOT connecting RM 12 to RM 1826.

RM 1826

RM 1826 is a two-lane undivided minor arterial between RM 150 to US 290. The roadway is maintained by TxDOT and provides connectivity between Dripping Springs and Austin.

Fitzhugh Rd.

Fitzhugh Road is a two-lane undivided minor arterial maintained by Hays County. The roadway connects Dripping Springs with Johnson City to the west and Austin to the east.

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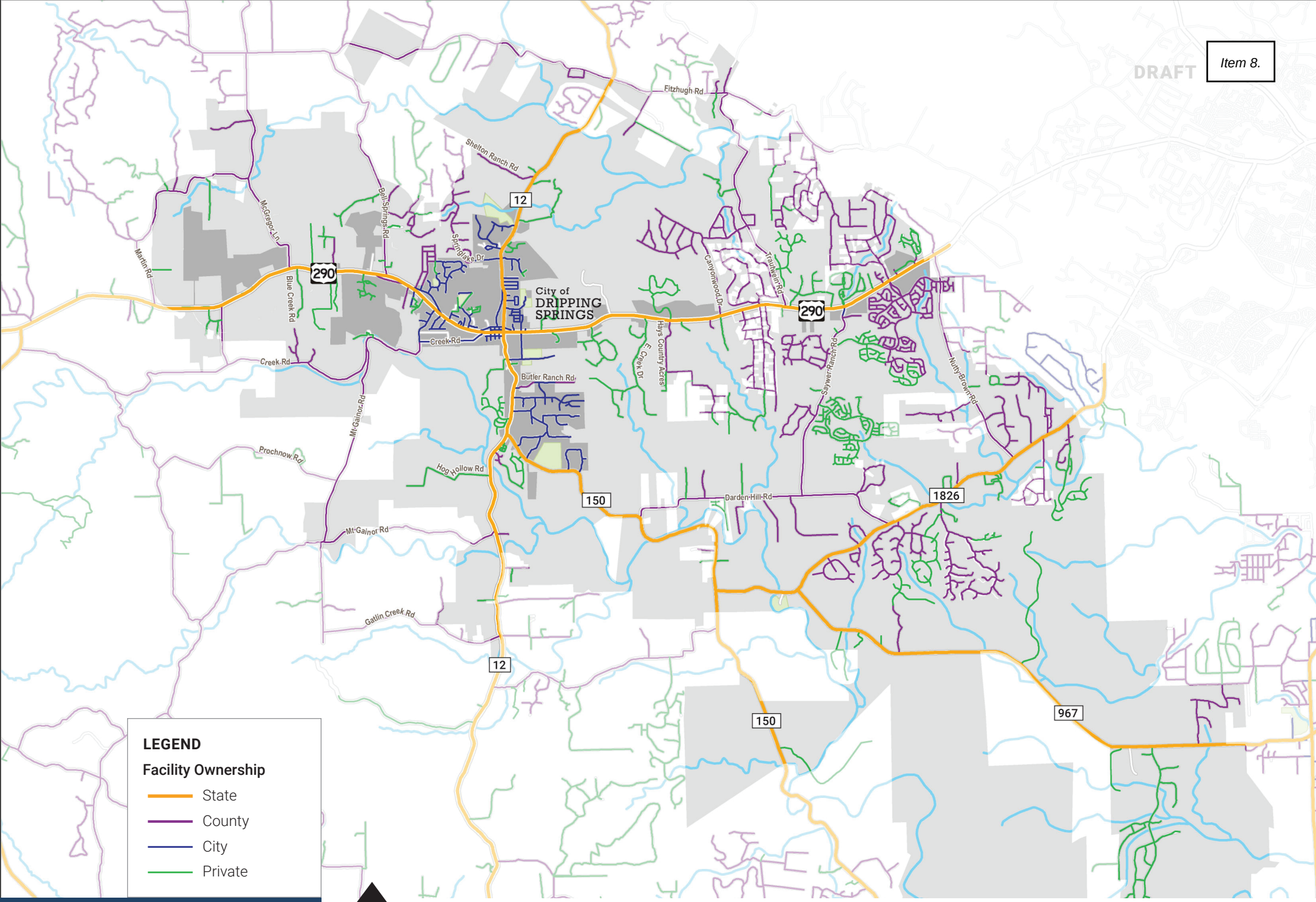


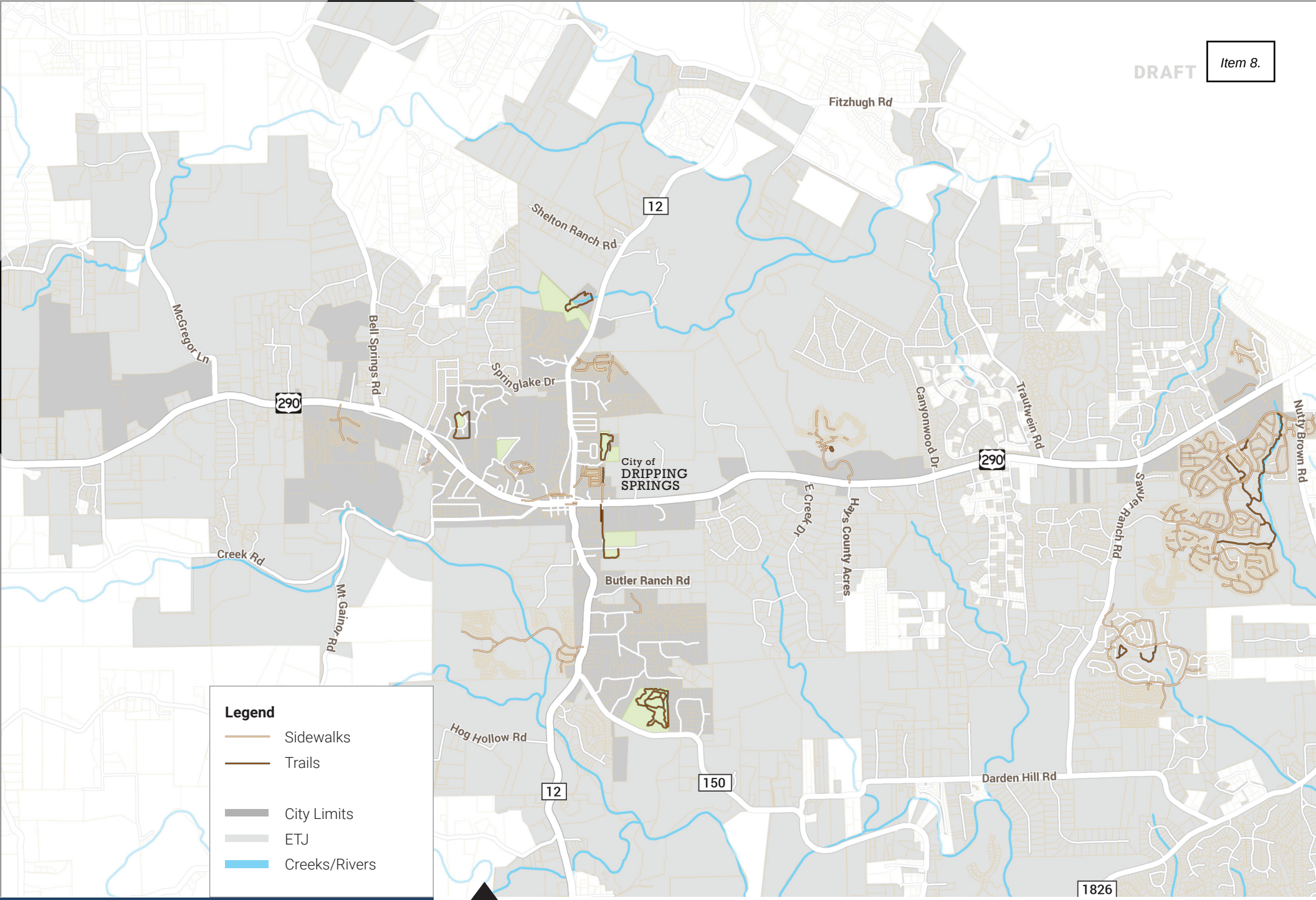
MAP 5
Facility Ownership

MULTI-MODAL TRANSPORTATION

In the historic Downtown Dripping Springs, sidewalk connectivity along Mercer Street provides convenient pedestrian facilities for popular Downtown businesses. There is opportunity to extend pedestrian facilities throughout the rest of the Downtown business and recreation area. Beyond Downtown Dripping Springs, portions of sidewalks and trails have been built with recent developments.

Park trails are provided in several Dripping Springs Parks, including the Dripping Springs Sports and Recreation Park, Founders Memorial Park and Dripping Springs Ranch Park. The Dripping Springs area currently does not provide designated bike lanes, shared-use paths, or a transit system.

The Dripping Springs area currently does not provide designated bike lanes, shared use paths, or a transit system.



MAP 6
Existing Sidewalks and Trails

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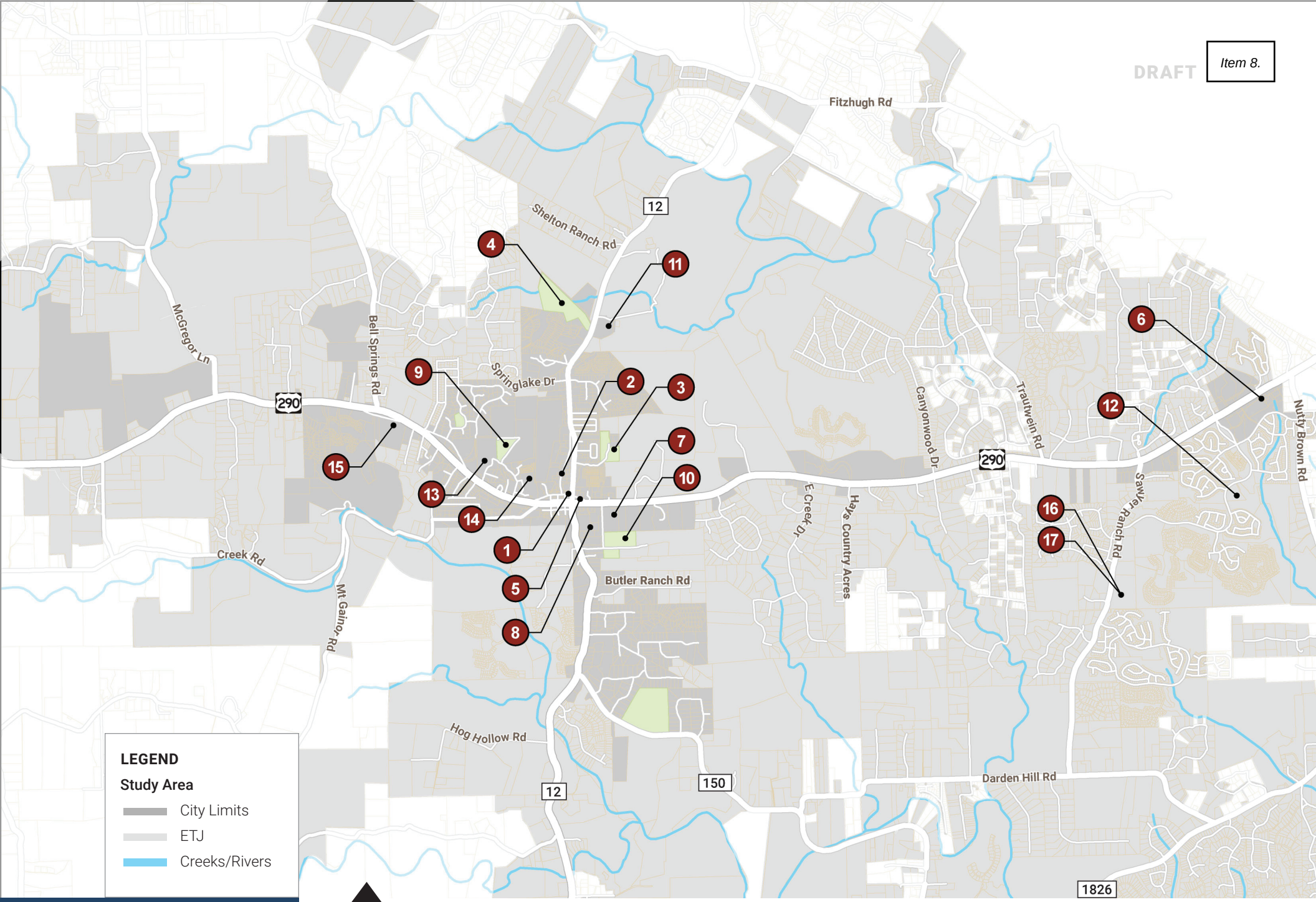
TRIP GENERATORS

A trip generator is a development or destination that creates a high number of vehicular trips. Several trip generators in Dripping Springs impact traffic operations in the area.

These include:

1. Downtown Dripping Springs/Mercer Street
2. Old Fitzhugh Road
3. Founders Memorial Park
4. Dripping Springs Ranch Park
5. Dripping Springs Farmers Market at the Triangle
6. Belterra Commercial Development
7. H-E-B
8. The Home Depot
9. Dripping Springs Youth Sports Association Baseball Fields
10. Dripping Springs Sports and Recreation Park
11. Dripping Springs Elementary School
12. Rooster Springs Elementary School
13. Dripping Springs High School
14. Walnut Springs Elementary School
15. Dripping Springs Middle School
16. Sycamore Springs Middle School
17. Sycamore Springs Elementary School

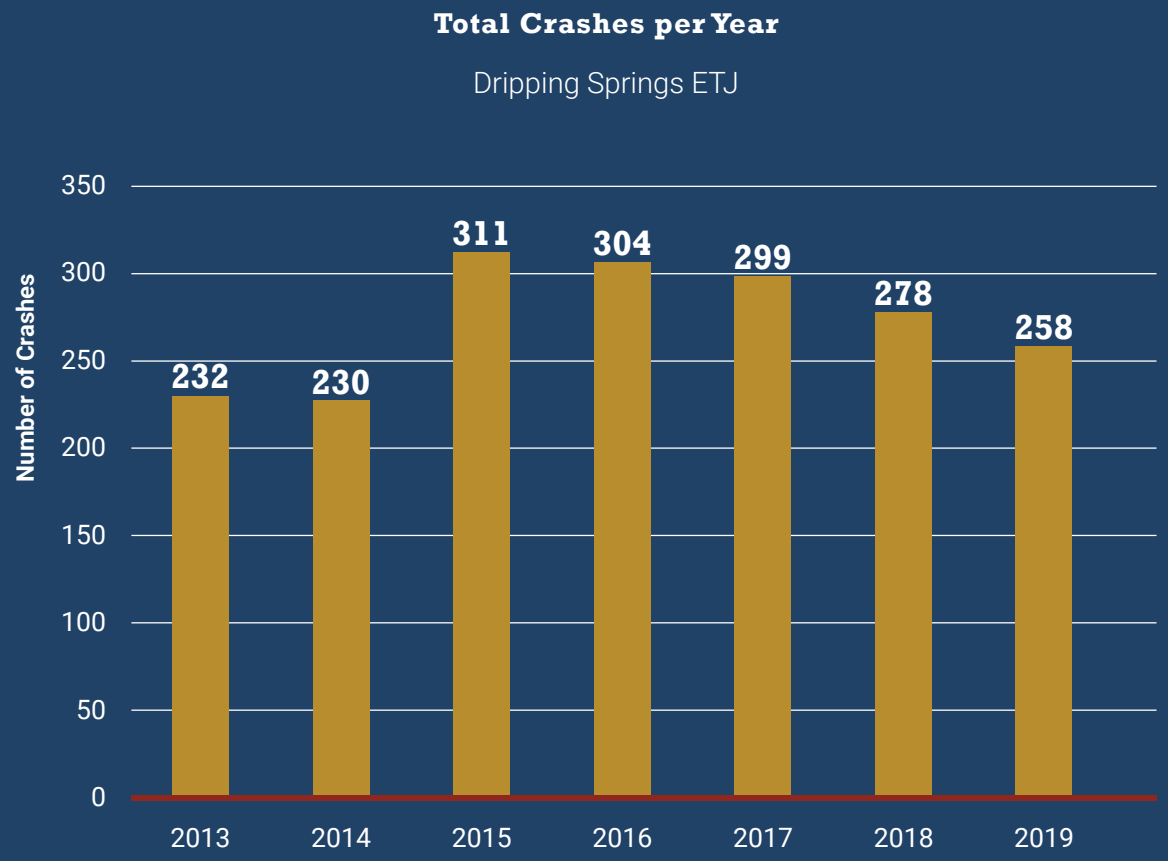


MAP 7
Trip Generators

CRASH DATA

Crash records for Dripping Springs and its ETJ were obtained for years 2013 through 2019 from TxDOT.

Several crashes with fatalities have occurred on US 290 in recent years, increasing awareness for the need for transportation improvements.



Source: TxDOT Crash Records Information System (CRIS)

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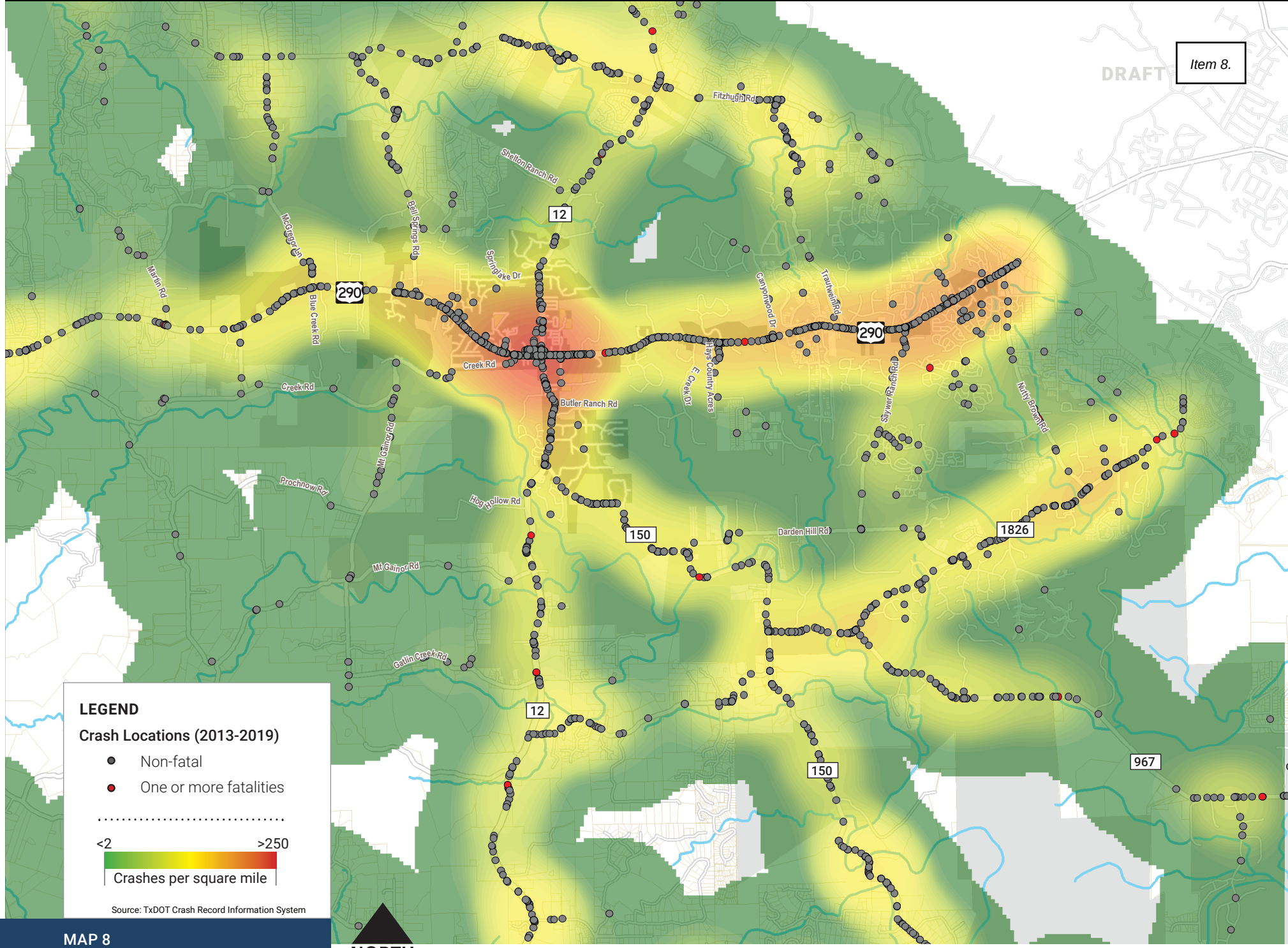

MAP 8
Crash History 2013-2019

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TRAFFIC VOLUMES

Current traffic volumes form the foundation for long-term transportation projections and planning.

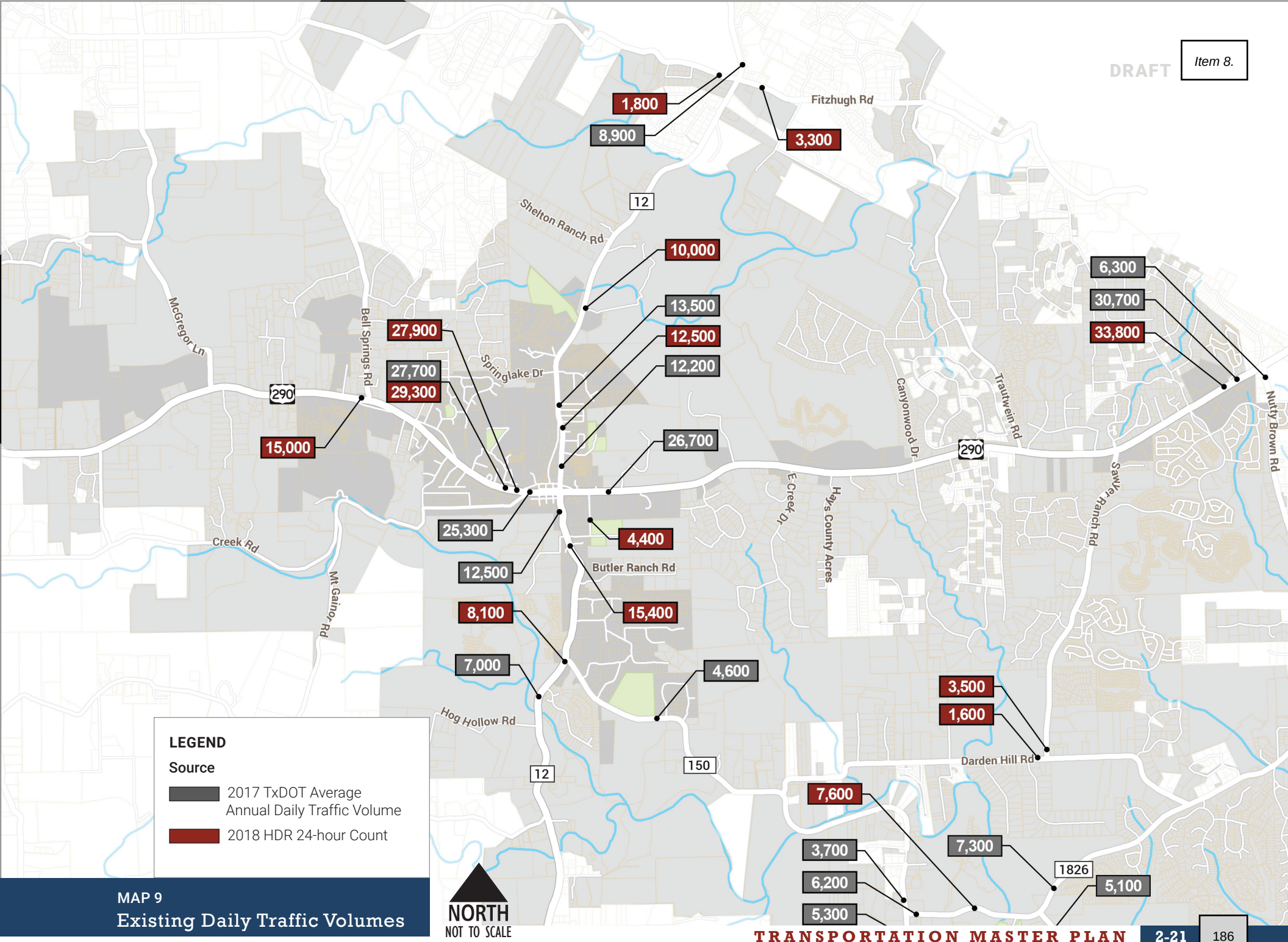
Traffic volumes help identify high volume roadways where problems may exist. Daily volumes were obtained for several major corridors in Dripping Springs and its ETJ.

Peak traffic conditions occur within Dripping Springs during typical peak traffic hours and during school pick-up periods at key locations.

AM Peak Period
7:45 am - 8:45 am

School Peak Period
3:45 pm - 4:45 pm

PM Peak Period
4:45 pm - 5:45 pm



LEGEND

Source

- 2017 TxDOT Average Annual Daily Traffic Volume
- 2018 HDR 24-hour Count

NORTH
NOT TO SCALE

MAP 9
Existing Daily Traffic Volumes

ROADWAY OPERATIONS

Roadways are designed to serve the projected number of vehicles that will use the road through its design life. A roadway is designed with an established vehicular capacity. When roadway volumes exceed the capacity, congestion will occur.

The volume-to-capacity (V/C) ratio documents level of congestion of area roadways. Operations degrade once the V/C ratio reaches 1.0, or 100 percent of the roadway capacity.

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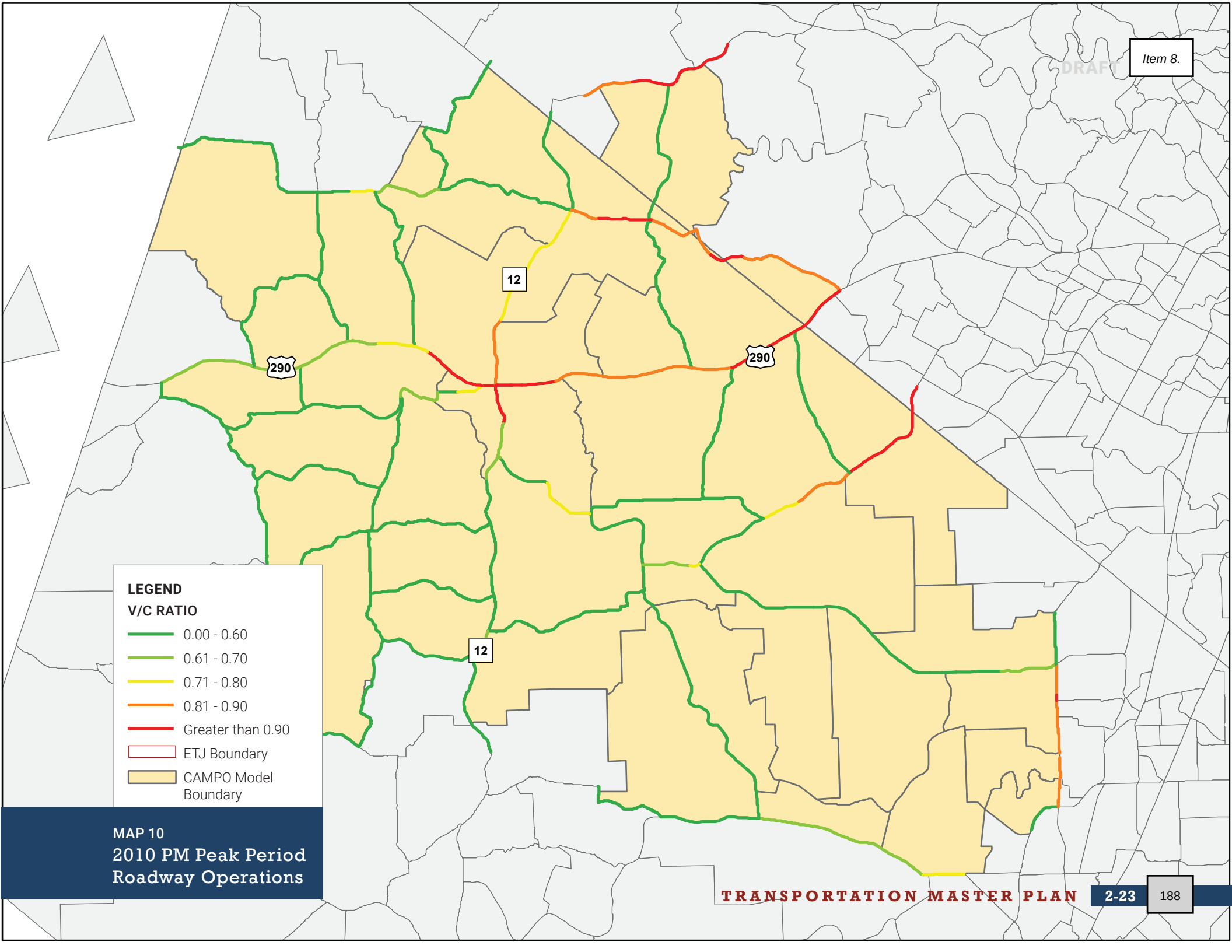


MAP 10
2010 PM Peak Period Roadway Operations

INTERSECTION OPERATIONS

To identify deficiencies in the network, intersection level of service is assessed. Level of Service (LOS) measures how well an intersection operates, and is expressed using a grading system. Grades A through D are generally considered acceptable, while grades E and F are considered unfavorable or failing. Poor LOS at intersections can be addressed through a variety of infrastructure improvements.

Key intersections along US 290 operate at LOS D during the peak periods. However, the documented LOS at several intersections in Dripping Springs do not convey the extent of vehicular congestion and queuing experienced on US 290 due to the short duration of the peak periods (often less than one hour).

Several factors are analyzed together to determine how well an intersection operates.

Traffic progression

When traffic forms into "platoons" of cars that pass through intersections when the signals at those intersections are green.

Lane geometrics

How a facility is striped or divided, and how those lanes serve the traffic negotiating any given facility.

Signal timing

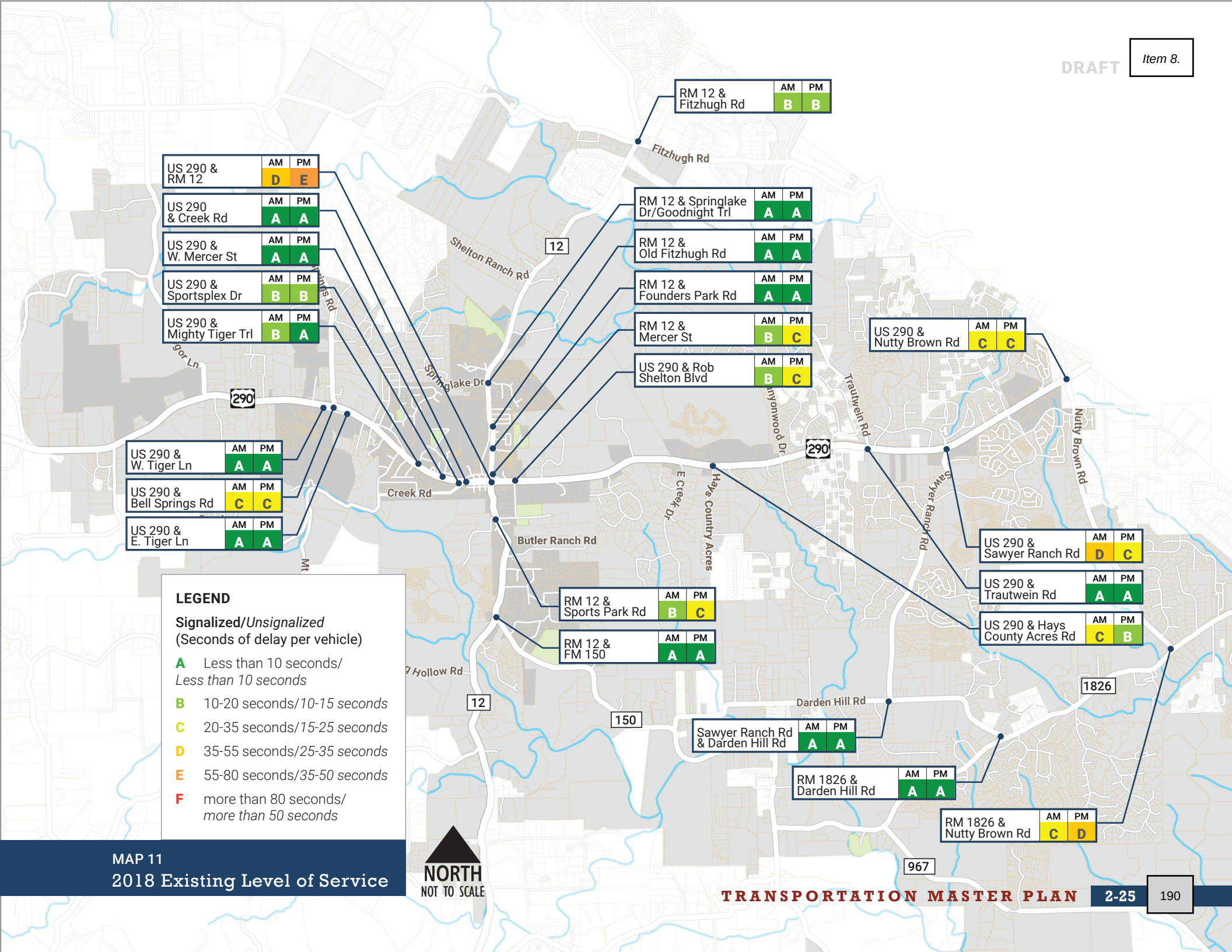
How much red time or green time each movement gets, and how well signals are coordinated.

Traffic volumes

The number of vehicles passing through any given intersection.

Pedestrian volumes

The number of pedestrians crossing over any given facility.



LEGEND

Signalized/*Unsignalized*
(Seconds of delay per vehicle)

- **A** Less than 10 seconds/ *Less than 10 seconds*
- **B** 10-20 seconds/*10-15 seconds*
- **C** 20-35 seconds/*15-25 seconds*
- **D** 35-55 seconds/*25-35 seconds*
- **E** 55-80 seconds/*35-50 seconds*
- **F** more than 80 seconds/ *more than 50 seconds*

NORTH
NOT TO SCALE

MAP 11
2018 Existing Level of Service

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PUBLIC INVOLVEMENT

OUTREACH

Public input is an important part of the planning process for growth in communities. Feedback provides valuable insight that City officials and planners can use while developing goals and recommendations for the transportation network. Community outreach began at the outset of the planning process for the Transportation Master Plan.

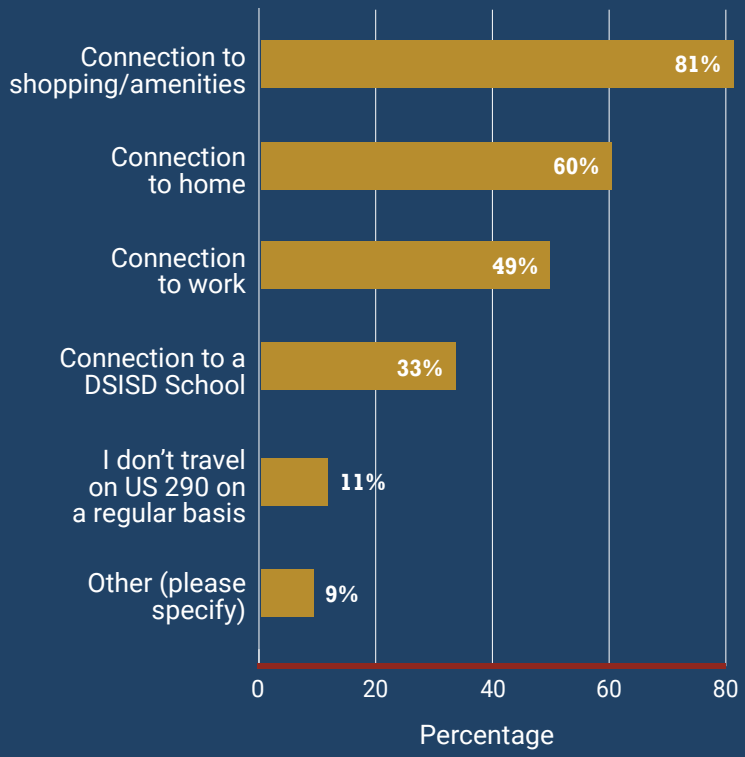
TRANSPORTATION MASTER PLAN SURVEY

A survey was developed to provide the public with an opportunity to share feedback about the transportation facilities in Dripping Springs. The Transportation Master Plan survey was presented at the first Open House and to interested residents at the Dripping Springs Farmers Market at the Triangle on February 6, 2019. A link to the survey was also posted on the Dripping Springs website, and the survey was publicized on the Dripping Springs Facebook page and on Nextdoor. Approximately 170 surveys were completed. The community feedback provided valuable insight for consideration during the development of the Transportation Master Plan, its goals and its vision.

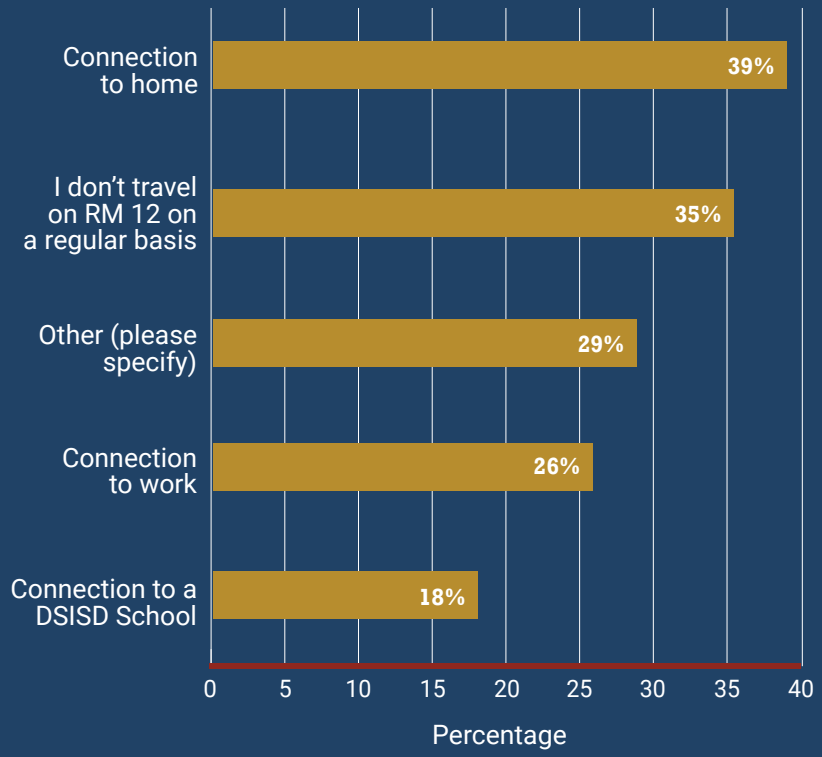
Residents were able to answer questions about daily travel patterns, travel preferences, roadway concerns, and their transportation priorities.

How do you use US 290 in your daily travel?
(Select all that apply)

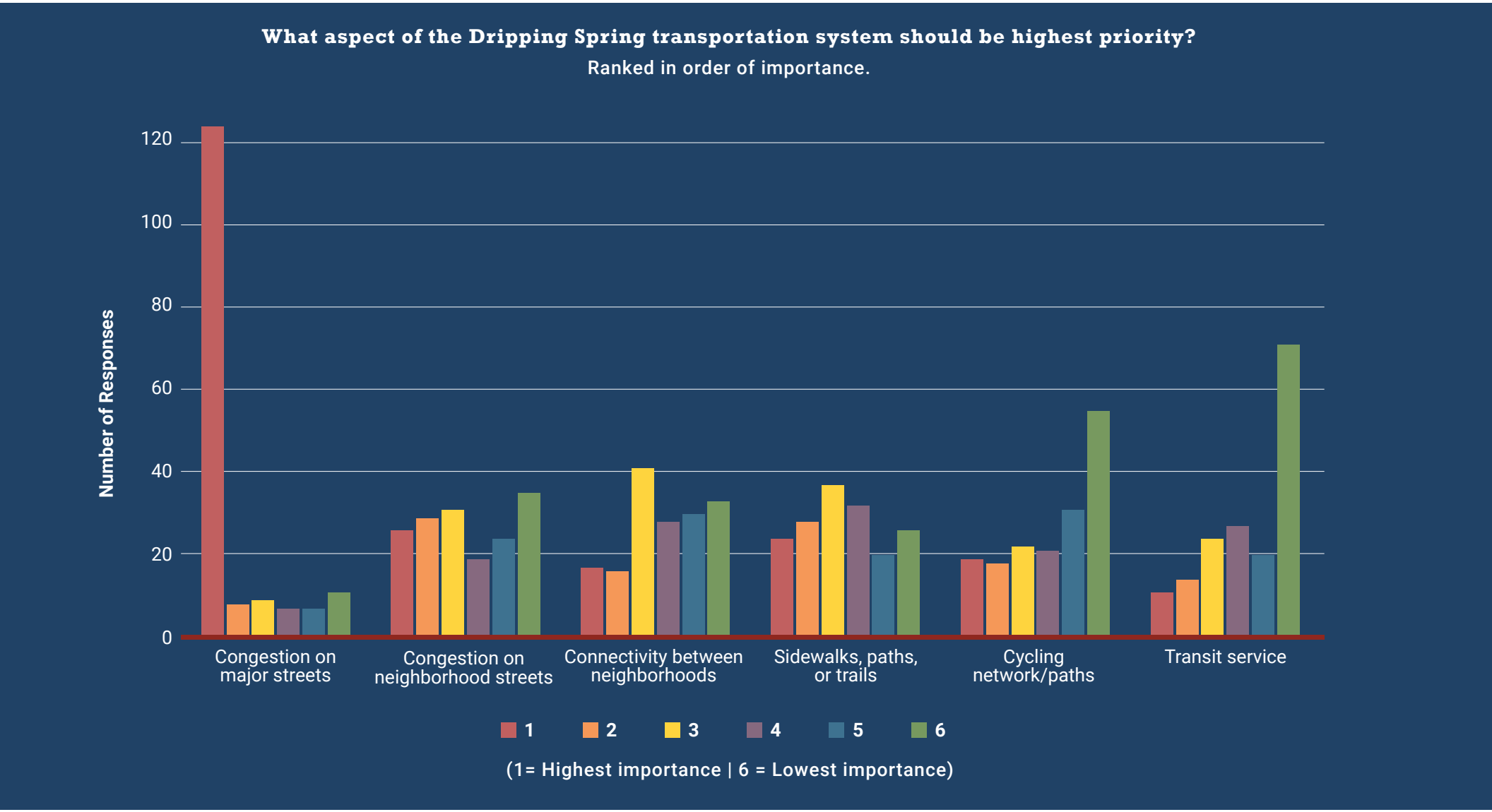
Percentage shown represents the proportion of all respondents who selected each option.

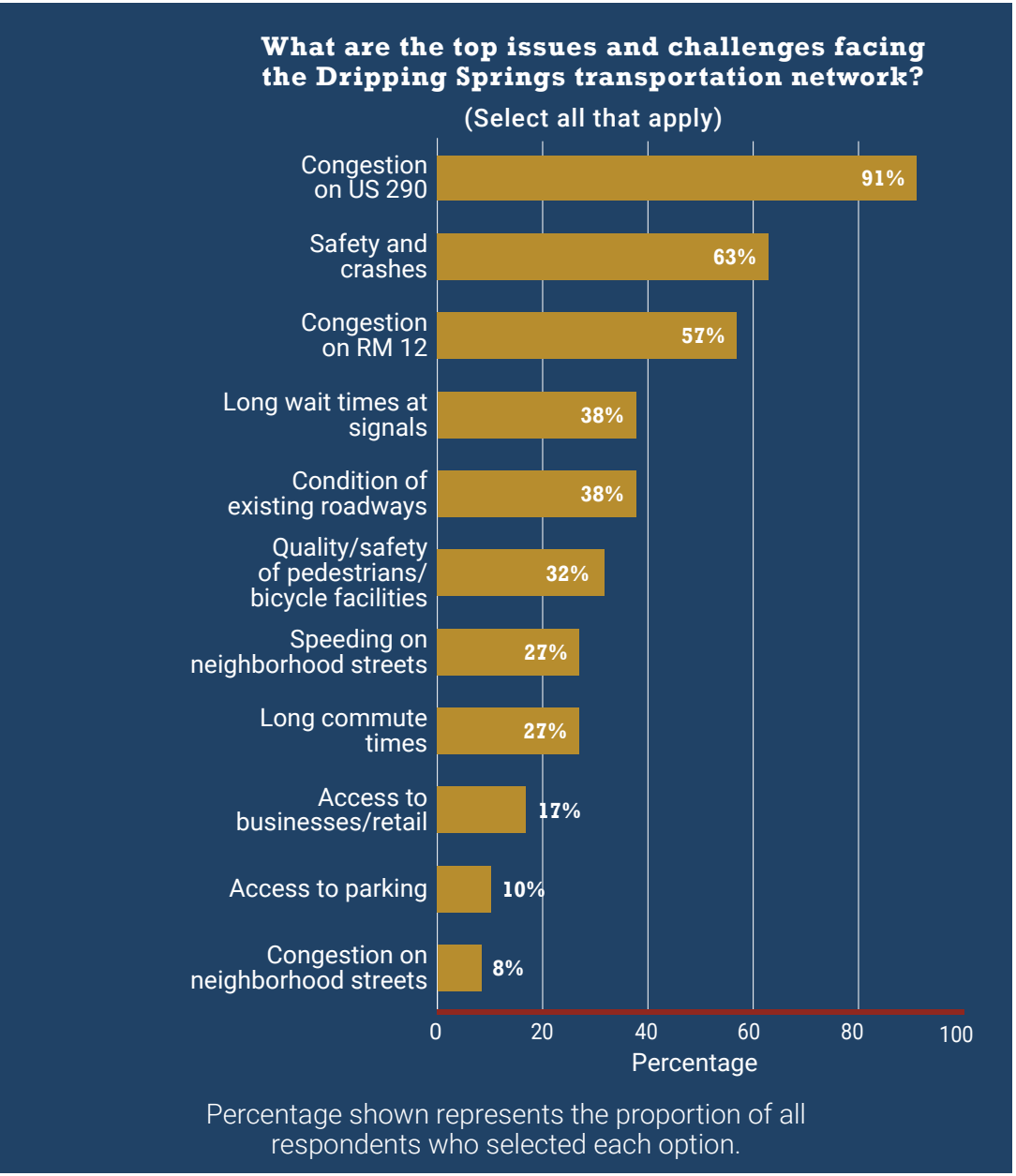


How do you use RM 12 in your daily travel?
(Select all that apply)



Over 120 people ranked congestion on major streets as their highest priority.



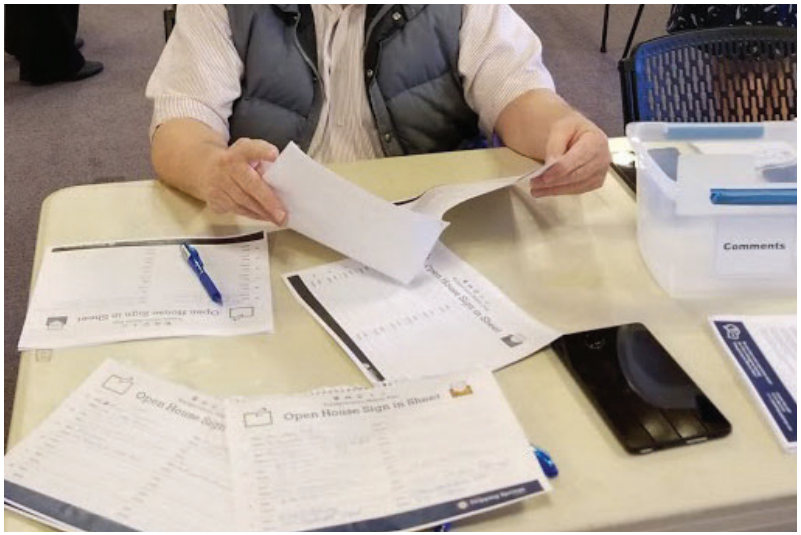


Percentage shown represents the proportion of all respondents who selected each option.

FIRST TRANSPORTATION MASTER PLAN OPEN HOUSE

The first public open house for the Transportation Master Plan was held at the Dripping Springs City Hall on January 17th, 2019. Attendees were able to sign in and pick up a flier describing the purpose and process of developing a Transportation Master Plan. City officials were on hand to answer questions and discuss concerns. Approximately 100 community members attended the event.

Materials and exhibits displayed at the open house provided information about the surrounding transportation network, existing roadway and trail plans, crash history in the area, and future developments in Dripping Springs.



Attendees were able to take the Transportation Master Plan Survey and fill out comment cards to share any other feedback.

A large-scale aerial map of the Dripping Springs area was provided for visitors to write comments and feedback on locations of concern and ideas for improvements. Comments were geo-located digitally and an exhibit summarizing the comments was developed after the open house.

Public input collected at the open house informed and guided the recommendations in the Transportation Master Plan.

We want to hear from you.

City of Dripping Springs
Transportation Master Plan

Tell us what you think.

The City is seeking input from local neighborhoods and community stakeholders to be incorporated into the goals and vision of the Dripping Springs Transportation Master Plan. This evaluation will include recommendations regarding transportation infrastructure improvements.

1. Where do you live?

☐ Northwest ☐ Southwest ☐ I don't live in Dripping Springs ☐ Other (please specify):
☐ Northeast ☐ Southeast

Northwest
Northeast
Southwest
Southeast
290

Transportation Master Plan Page 1 of 5

5. How do you use RM 12 in your daily travel?
(Check all that apply.)

☐ Connection to home
☐ Connection to work
☐ Connection to a DSISD school
☐ I don't travel on RM 12 on a daily/regular basis
☐ Other (please specify):

6. How many miles do you travel on a daily basis?
(Round trip between Downtown Dripping Springs and Downtown Austin is approximately 50 miles.)

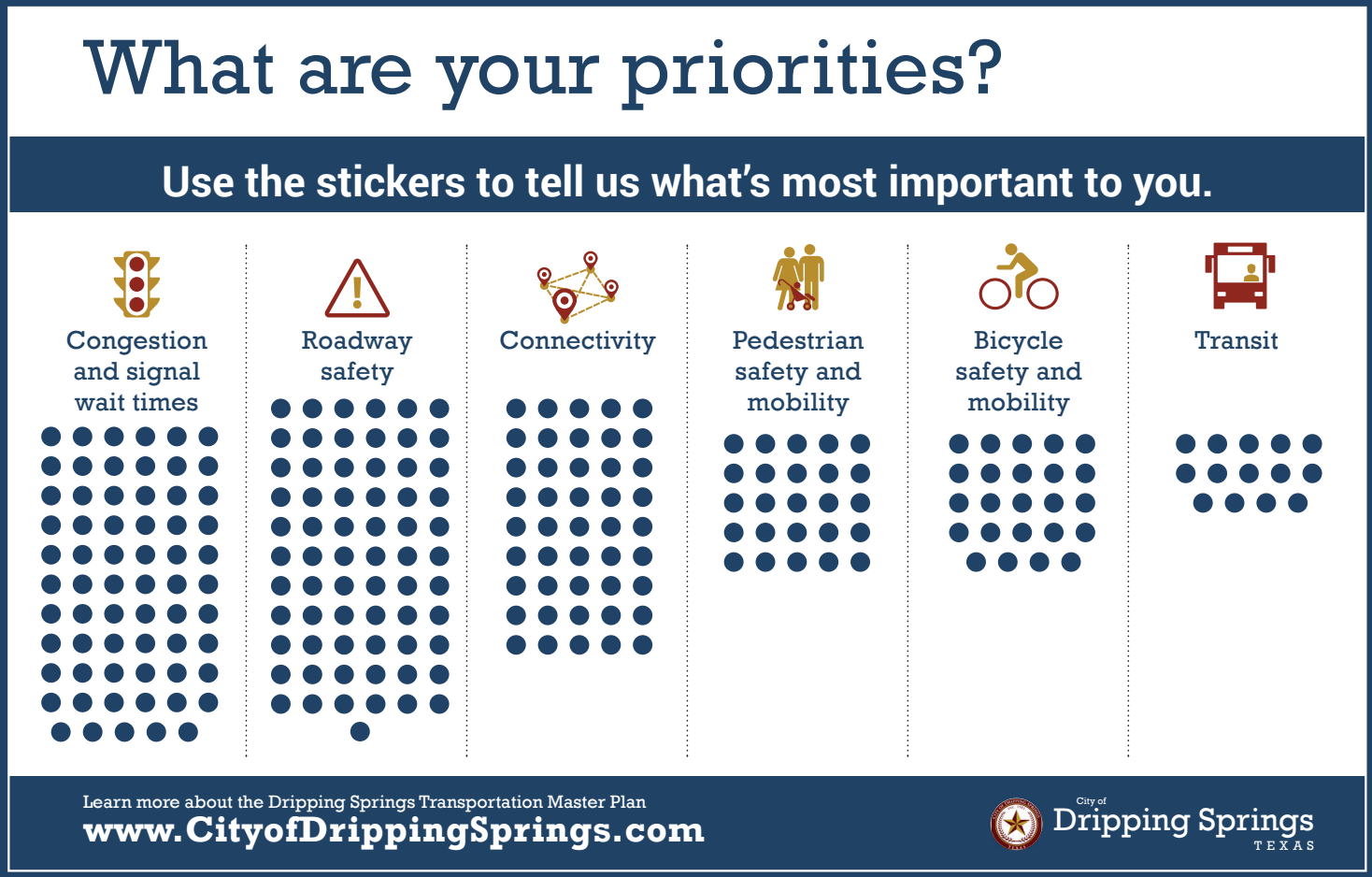
☐ 0 – 5 miles ☐ 6 – 10 miles
☐ 11 – 25 miles ☐ 26 – 50 miles
☐ 51 miles +

7. What aspect of the Dripping Springs transportation system should be considered highest priority for the TMP?
(Please rank in order of importance.)
1 = Highest Importance | 6 = Lowest Importance

____ Congestion on major streets
____ Congestion on neighborhood streets
____ Connectivity between neighborhoods
____ Sidewalks, paths or trails
____ Cycling networks/paths
____ Transit service

Transportation Master Plan Page 2 of 5

Participants used stickers at the Open House to indicate their priorities for the transportation network.



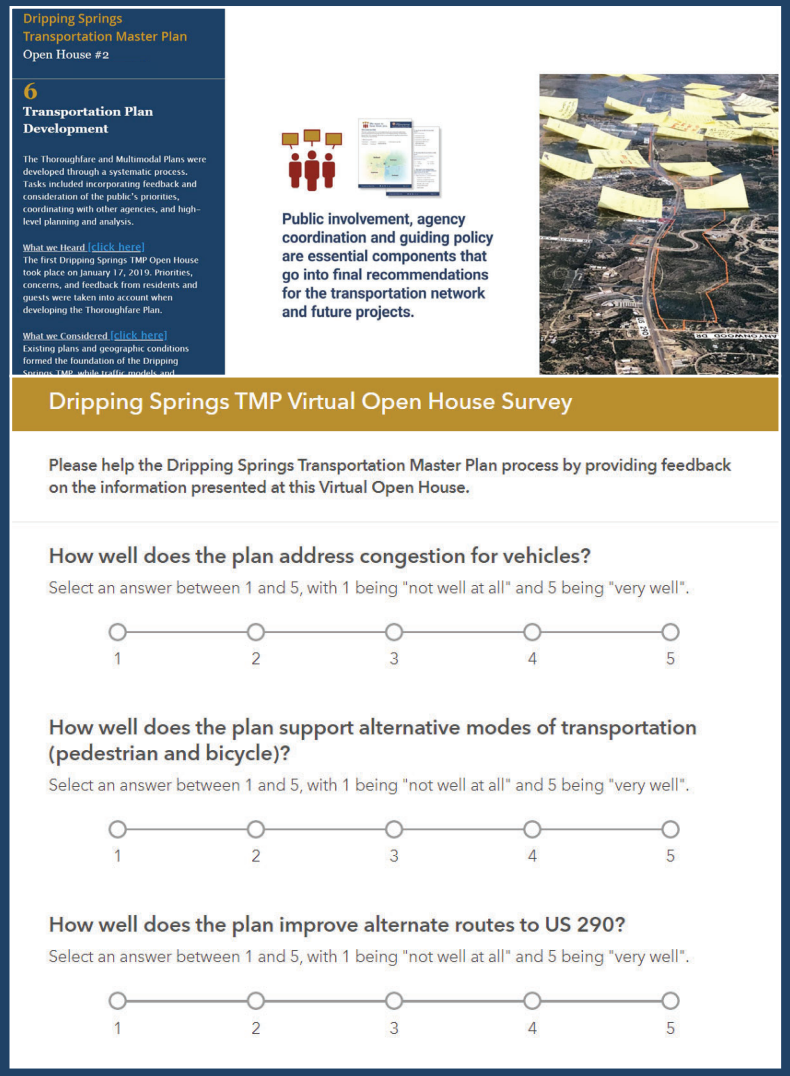
SECOND TRANSPORTATION MASTER PLAN OPEN HOUSE

The second open house for the Transportation Master Plan was conducted virtually online in the face of 2020 COVID-19 pandemic. For three weeks, between November 17th, 2020, and December 8th, 2020, attendees were able to go online to review the goals of the TMP, learn about the factors and requirements of the planning process, and view the proposed Thoroughfare and Multimodal Plans alongside a sample of recommended cross-sections.

An interactive website was developed to convey information, graphics, and maps where users could navigate through the virtual open house at their own pace and convenience. Dynamic maps for the Thoroughfare Plan and Multimodal Plan allowed visitors to zoom and scroll through the proposed improvements, noting the location and type of improvement for each thoroughfare.

Attendees were able to add virtual comments to the Thoroughfare Plan and Multimodal Plan maps, and add open-ended feedback to any location on the maps. A survey was also included as part of the virtual open house to allow participants to share their feedback about the draft Transportation Master Plan improvements and the effectiveness of the virtual open house.

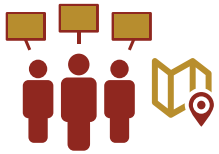
The feedback received at the virtual open house helped refine the improvements and develop the final Transportation Master Plan. Many proposed thoroughfare alignments were eliminated, modified, or brought for further discussion and consideration based on the comments received in the second open house.



THE VIRTUAL OPEN HOUSE WAS OPEN FOR FEEDBACK FROM NOV. 17 TO DEC. 8, 2020

8,000

Number of virtual open house views



1,500

Number of comments received on the Thoroughfare Plan and Multimodal Plan

The second open house provided the public with Transportation Master Plan updates.

Review Process

The goals and Transportation Master Plan process were presented to inform the public of the development of the plans and the next steps ahead.

Reveal Draft Plans

The draft Thoroughfare Plan and Multimodal Plan were revealed for public review and feedback.

Present Cross-Sections

A selection of recommended cross-sections were presented, and the Complete Streets concept that formed the foundation of the cross-sections was discussed.

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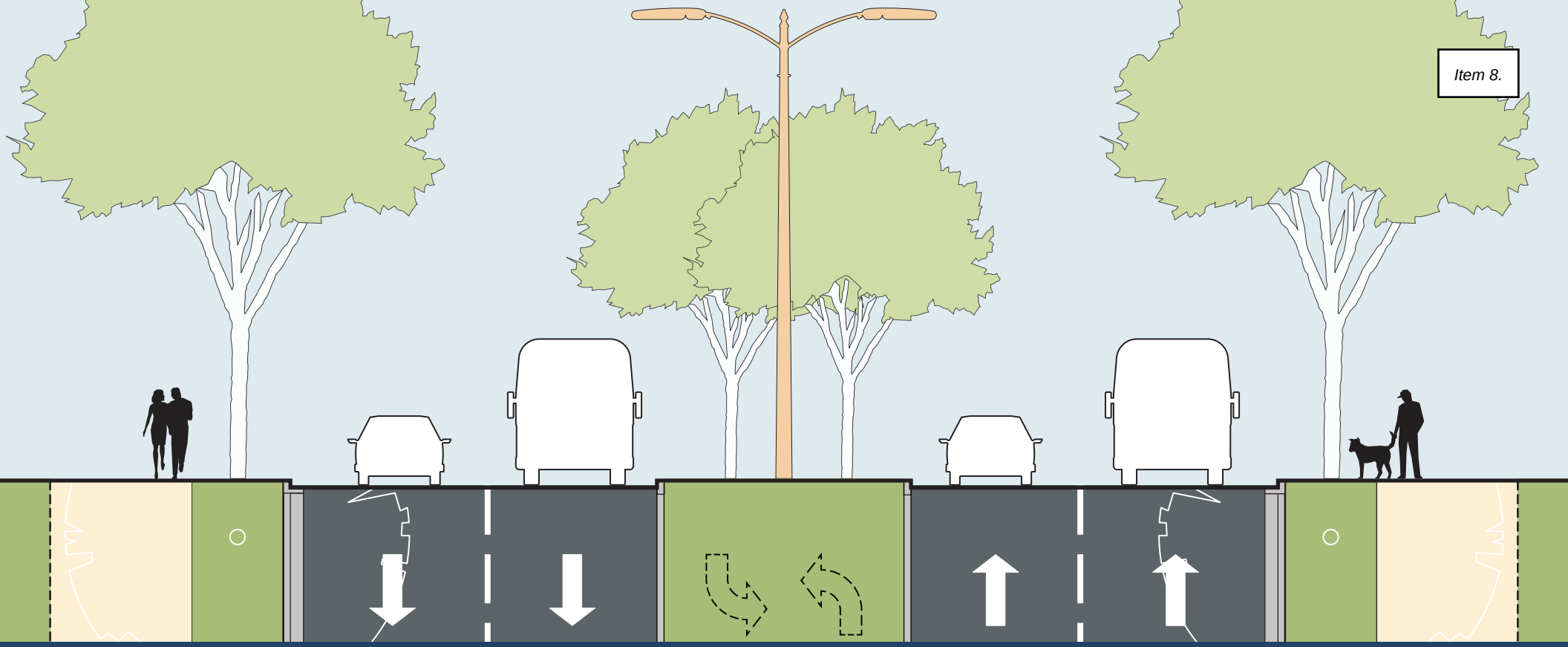
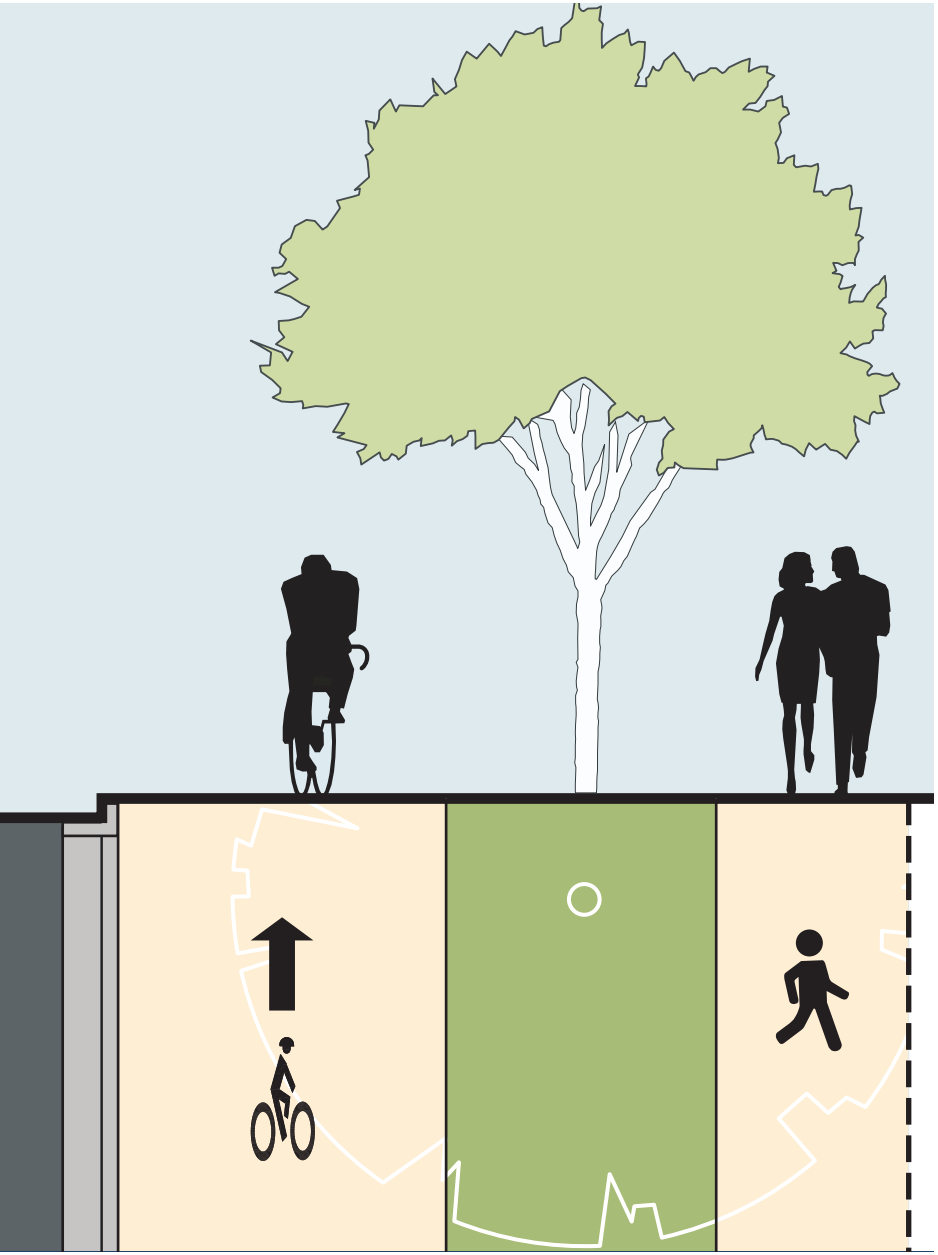


FUTURE CONDITIONS



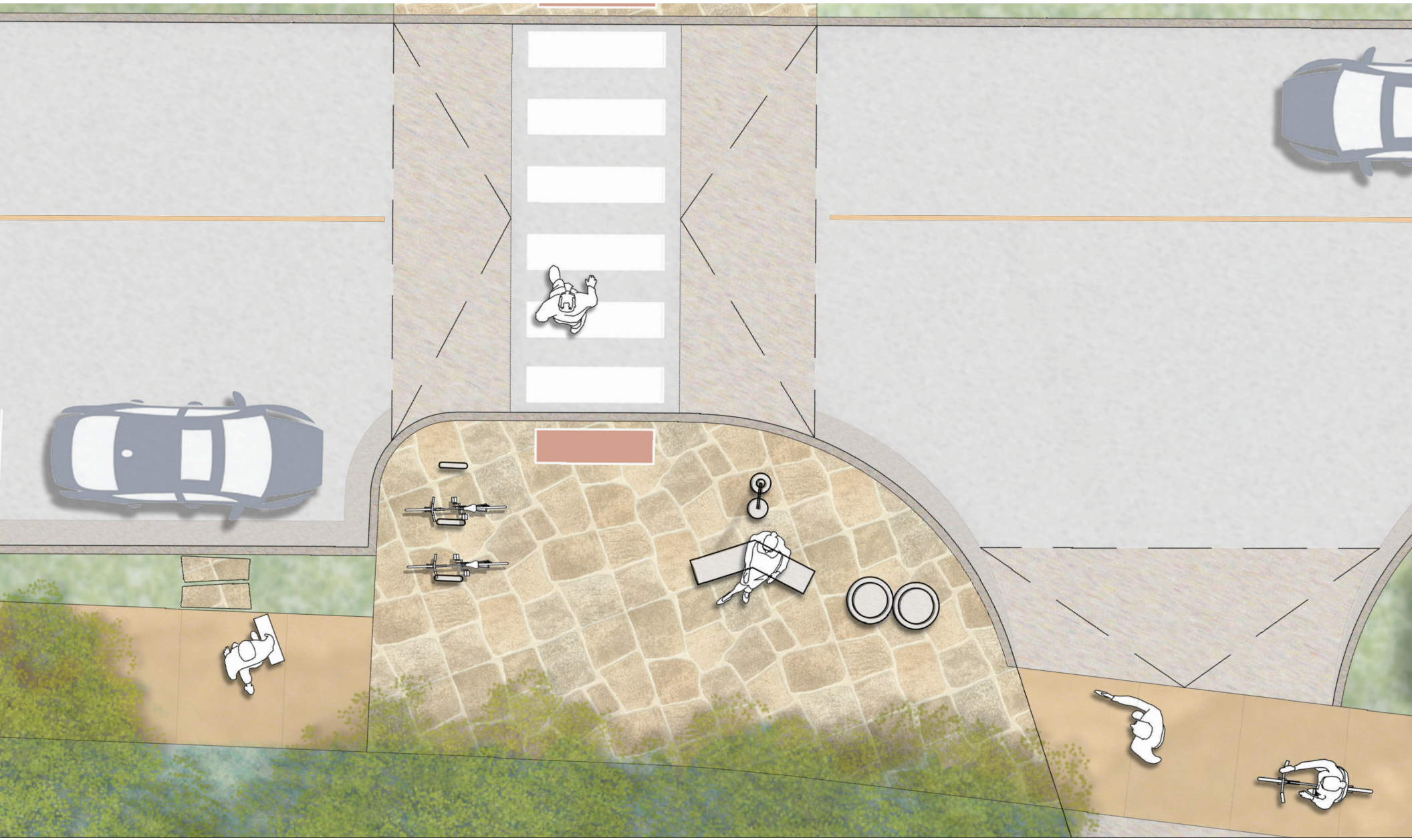
OVERVIEW

The year 2040 was analyzed to assess future conditions. The following scenarios were used to evaluate traffic operations with the projected traffic growth:

» **2040 No Build**
These traffic conditions can be expected if no additional roadway improvements are constructed.

» **2040 Build**
These traffic conditions can be expected if the recommended improvements identified as part of this Transportation Master Plan are implemented.

2040 traffic conditions required the development of a travel demand model fine-tuned to represent the expected growth in the Dripping Springs area. Proposed residential and commercial developments in the Dripping Springs area were used as the basis for calibrating the model to forecast future traffic conditions.



TRAFFIC GROWTH AND FUTURE DEVELOPMENTS

Traffic growth rates for Dripping Springs were determined using a variety of resources:

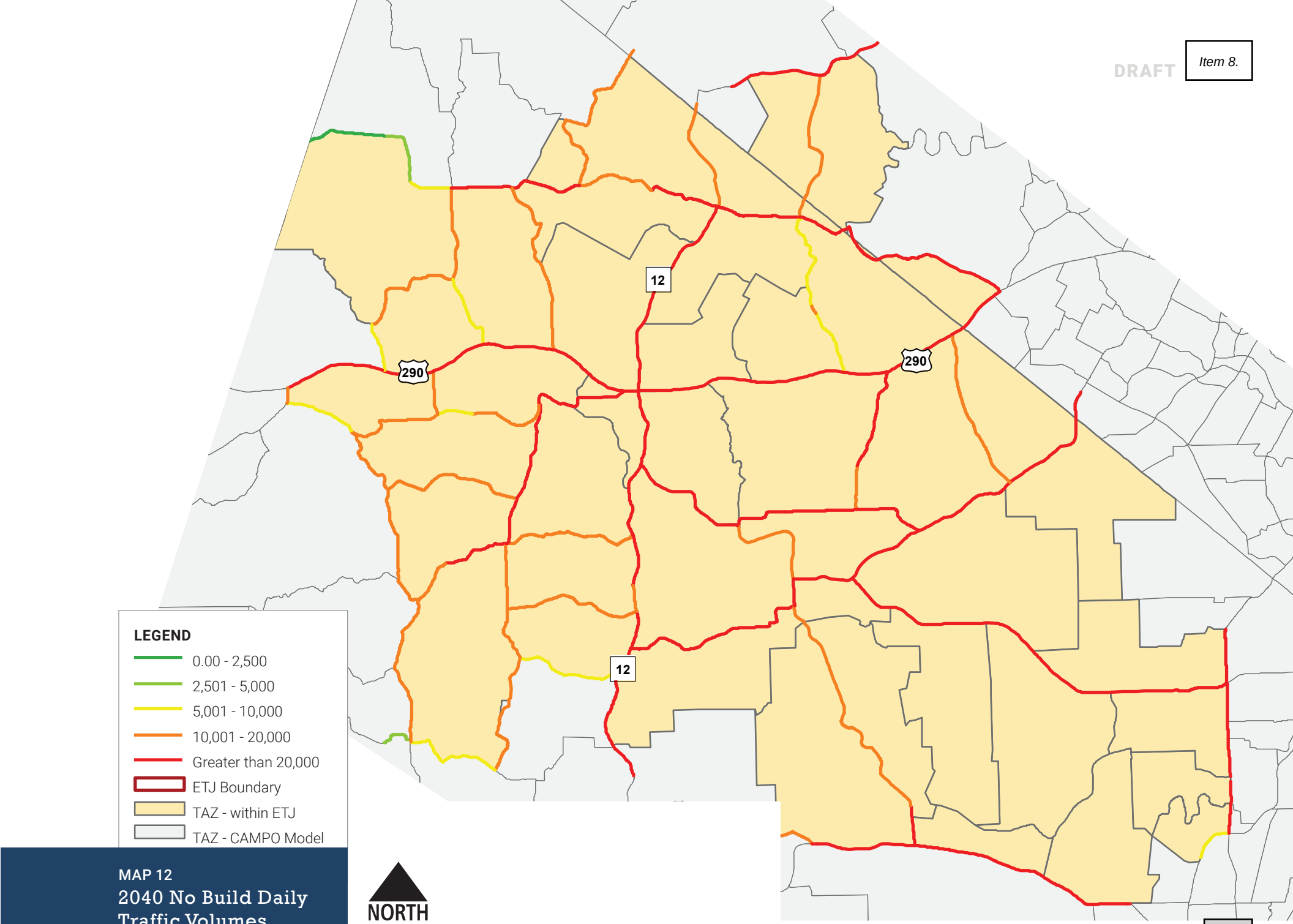
» CAMPO 2040 forecasted traffic volumes

» Historic traffic count data

» Anticipated future developments

Future developments in the Dripping Springs area expected to be built out by 2040 were evaluated by land use, size, and trips generated to determine the additional traffic impact from the future growth in Dripping Springs. Over 10,000 new homes and commercial development are planned in the area.

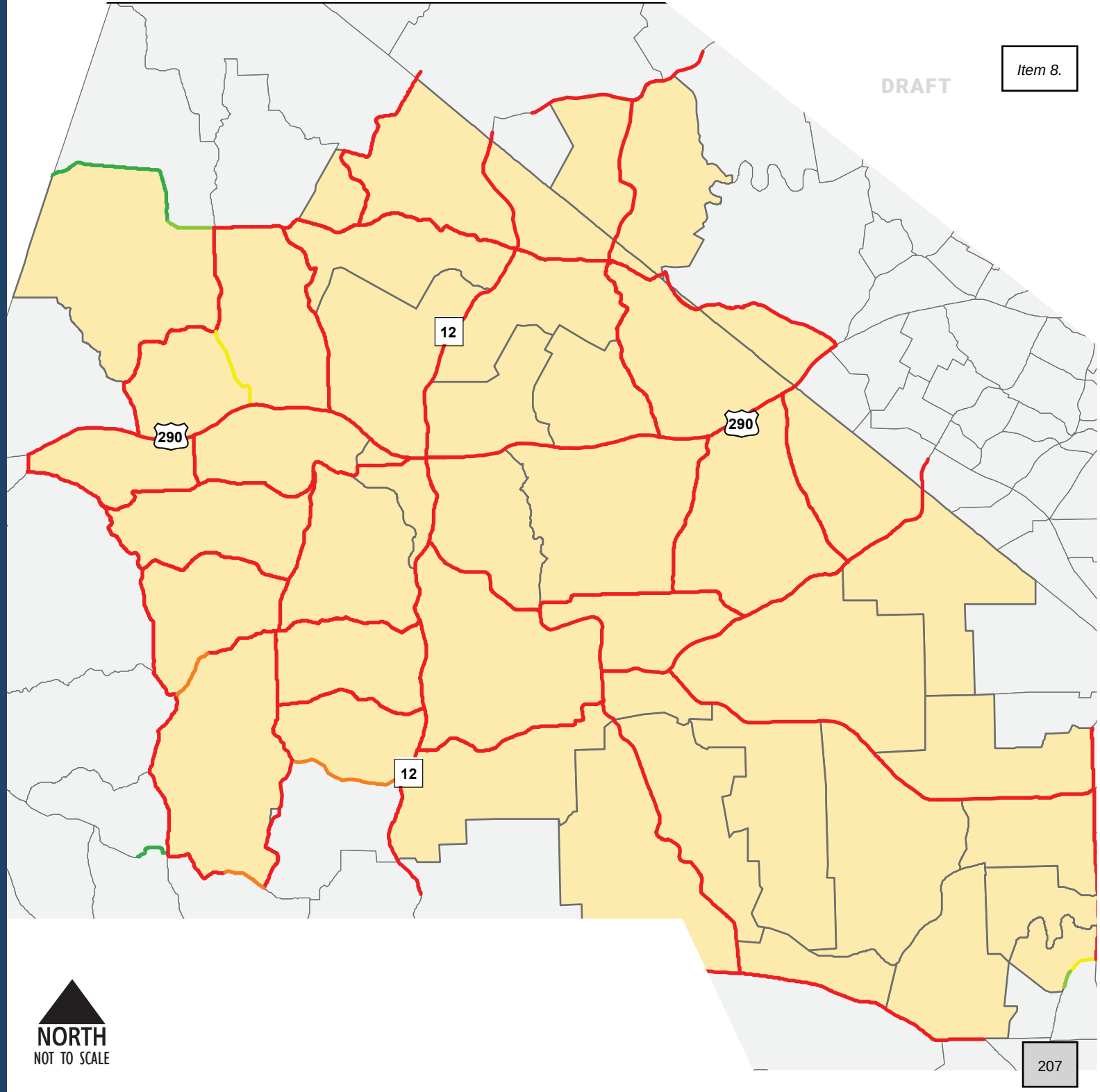
Historic traffic growth in Dripping Springs has been approximately two percent annually. With the impact of the numerous planned developments, the growth rate is anticipated to increase to six percent annually over the next 20 years.



MAP 12
2040 No Build Daily Traffic Volumes

2040 NO BUILD CONDITIONS

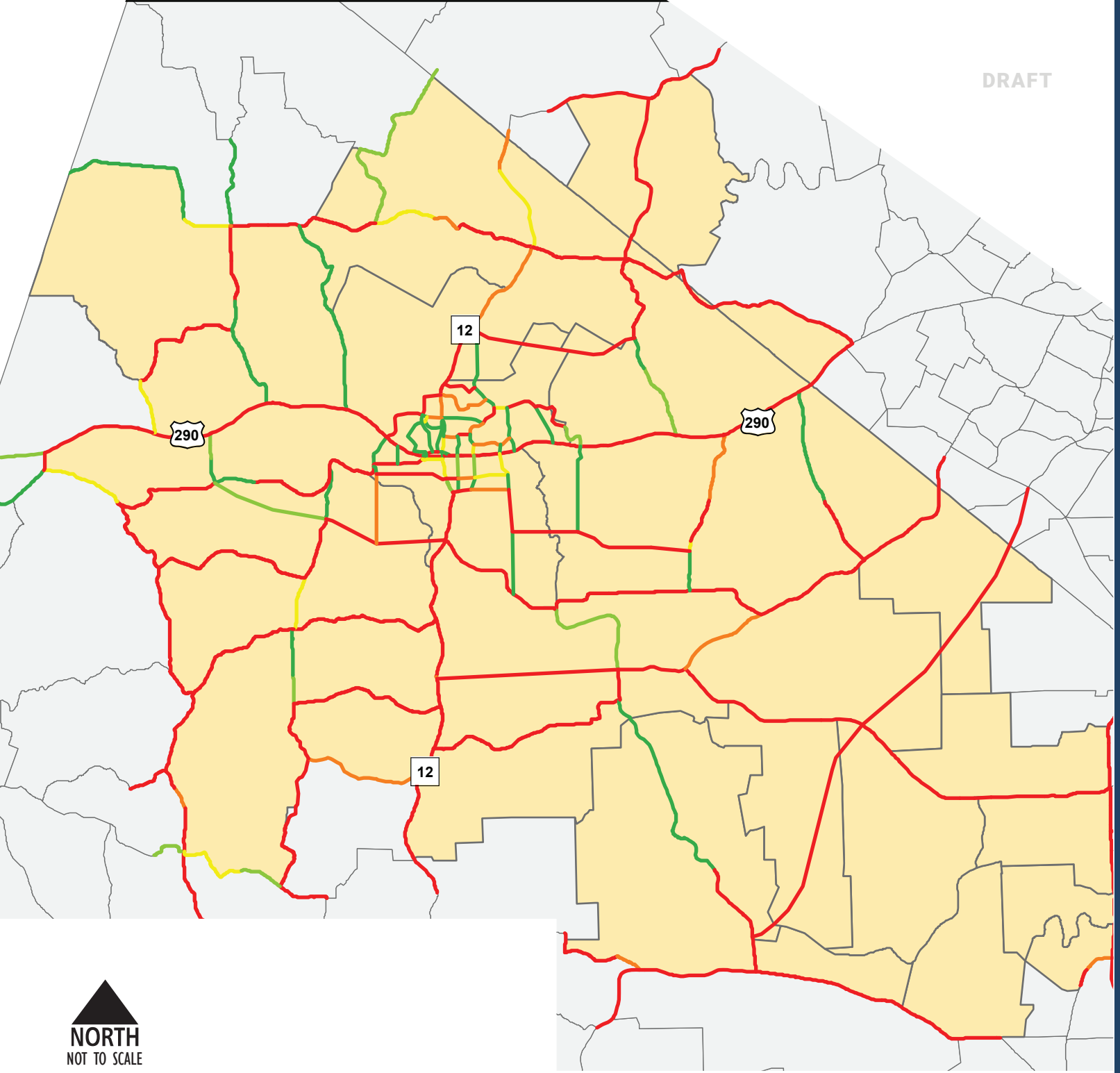
2040 No Build conditions evaluate operations of existing roadways without transportation improvements. Most roadways in the Drippings Springs area will operate with vehicle capacity ratios greater than 0.90, indicating that the capacity of the existing roadway will be exceeded with the projected traffic growth.



MAP 13
2040 No Build
PM Peak Period
Roadway Operations

2040 BUILD CONDITIONS

2040 Build conditions evaluation includes improvements to the transportation system. Roadway widening to add lanes that increase capacity and the construction of new roadways to improve connectivity are recommended. By incorporating new roadways into the Dripping Springs transportation network, the vehicular demand on existing roadways was reduced and traffic congestion decreased. V/C ratios decreased with the recommended improvements, though some roadways are still forecasted to operate over capacity.



MAP 14
2040 Build
PM Peak Period
Roadway Operations

LEGEND

- 0.00 - 0.60
- 0.61 - 0.70
- 0.71 - 0.80
- 0.81 - 0.90
- Greater than 0.90
- ETJ Boundary
- CAMPO Model

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RECOMMENDATIONS

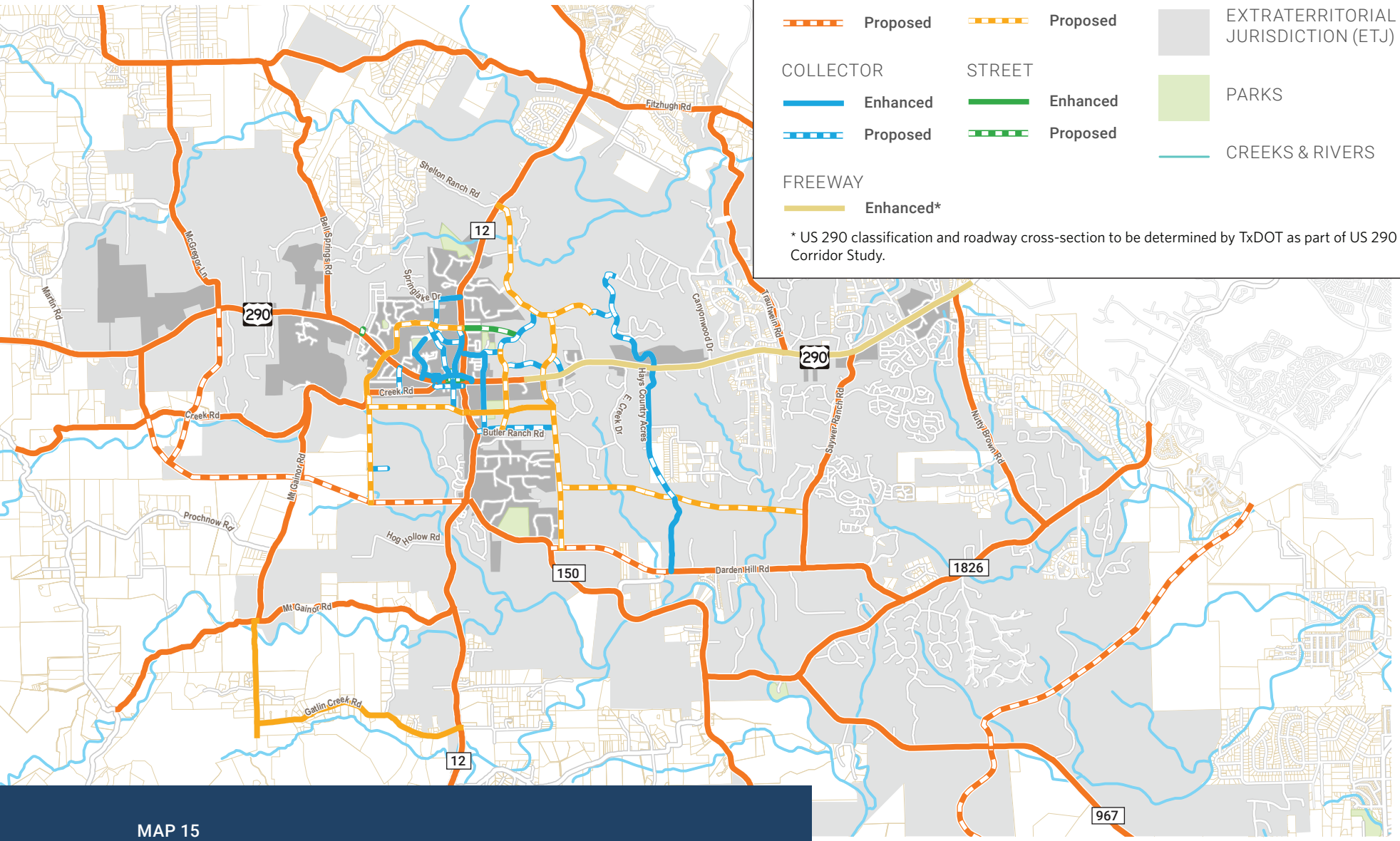
THOROUGHFARE PLAN

The proposed Thoroughfare Plan aims to improve existing thoroughfares, propose additional network connections, and accommodate future automobile, pedestrian, and bicycle demand for the Dripping Springs area. Coordination was required between Dripping Springs, Hays County, and TxDOT to develop a Thoroughfare Plan that aligns with each agency's planning efforts.

ROADWAY NETWORK IMPROVEMENTS

The roadway network in the Thoroughfare Plan promotes network connectivity in the Dripping Springs area to increase mobility and decrease strain on the existing network. The Thoroughfare Plan also identifies cross-sections for each roadway based on its location and character.

Roadways in recreational or commercial areas are designed to encourage safe pedestrian and bicycle activity while still providing mobility and access. Roadways in suburban or rural areas are designed with a focus on throughput while still providing safety measures and multimodal facilities. Cross-sections were developed with the goal of creating Complete Streets—streets that provide safe and convenient transportation facilities regardless of mode of transport.



MAP 15
Thoroughfare Plan

SPECIAL CONSIDERATION AND COORDINATION WERE NEEDED TO DEVELOP TRANPORTATION RECOMMENDATIONS FOR DOWNTOWN DRIPPING SPRINGS AND US 290.

DOWNTOWN DRIPPING SPRINGS

Downtown Dripping Springs is characterized by historic, narrow roadways lined by restaurants, bars, retail, and a variety of other businesses. The roadway cross-sections for this area had to be unique to accommodate the limited right-of-way while maintaining and promoting the historic nature and thriving center of Dripping Springs. The Thoroughfare Plan proposes cross-sections that maximize the available right-of-way while providing a balance between improving the pedestrian experience and maintaining vehicular access.

US 290

US 290 provides mobility between Dripping Springs and Austin and access to roadside businesses. Balancing capacity and throughput with access was a considerable challenge to address when considering the future of the roadway.

Coordination was required between Dripping Springs, TxDOT, and Hays County to consider existing and developing plans for the corridor. Feasibility studies for US 290 by TxDOT are ongoing, and long-term plans for the roadway continue to evolve. Long-term coordination between Dripping Springs, TxDOT, and Hays County will be required to plan for the future traffic demand and right-of-way needs of US 290.

NEXT STEPS

Adopt the Plan

Adopt the Thoroughfare Plan. Continue to update the plan based on evolving City needs.

Improve progression

Coordinate with TxDOT to install traffic signals along US 290 and RM 12 to reduce congestion and improve traffic progression through Dripping Springs.

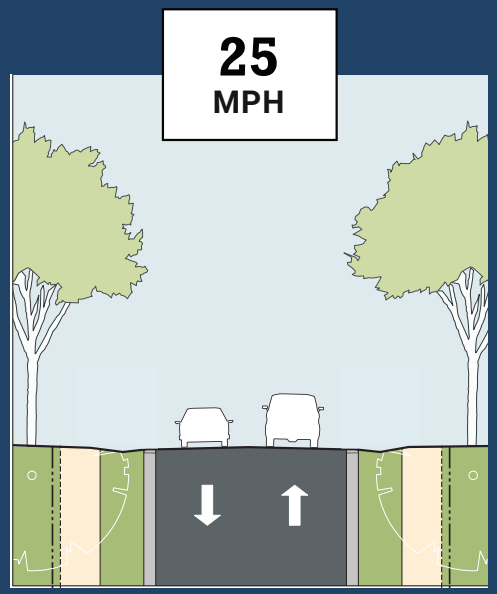
Plan Long-Term

Coordinate with DSISD for long-term planning to strategically position proposed schools with the goal of minimizing traffic and providing sufficient access.

Align goals

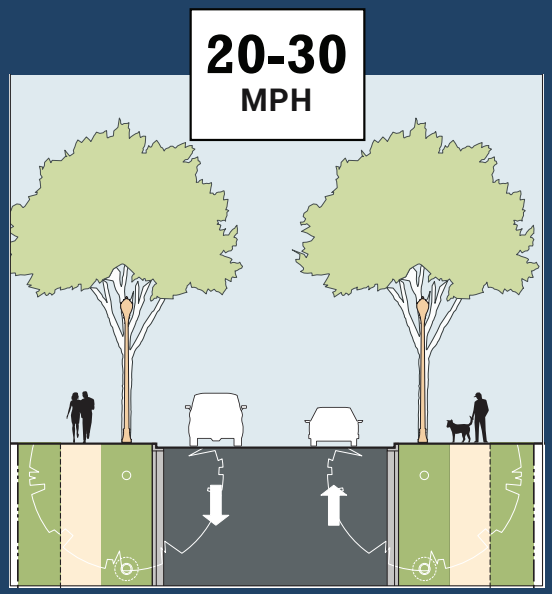
Continue to work with surrounding municipalities and agencies such as Hays County and TxDOT to align transportation goals and enhance transportation improvement impacts.

PROPOSED CROSS-SECTIONS



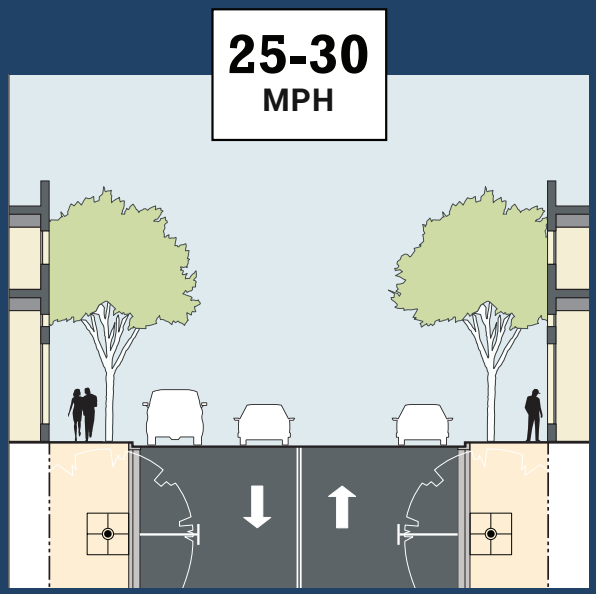
Roads

Serve low-volume routes



Residential Streets

Provide direct access to residential areas

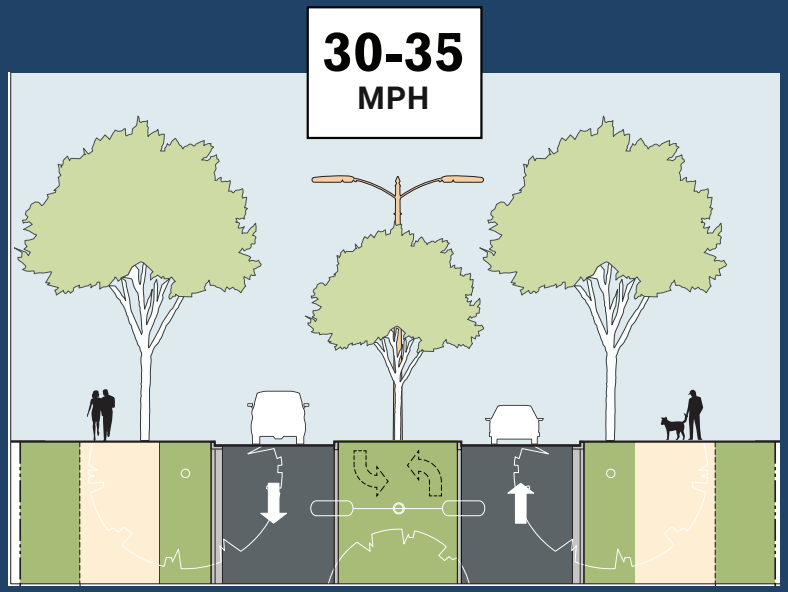


Commercial Streets

Provide direct access to commercial land uses, often with on-street parking

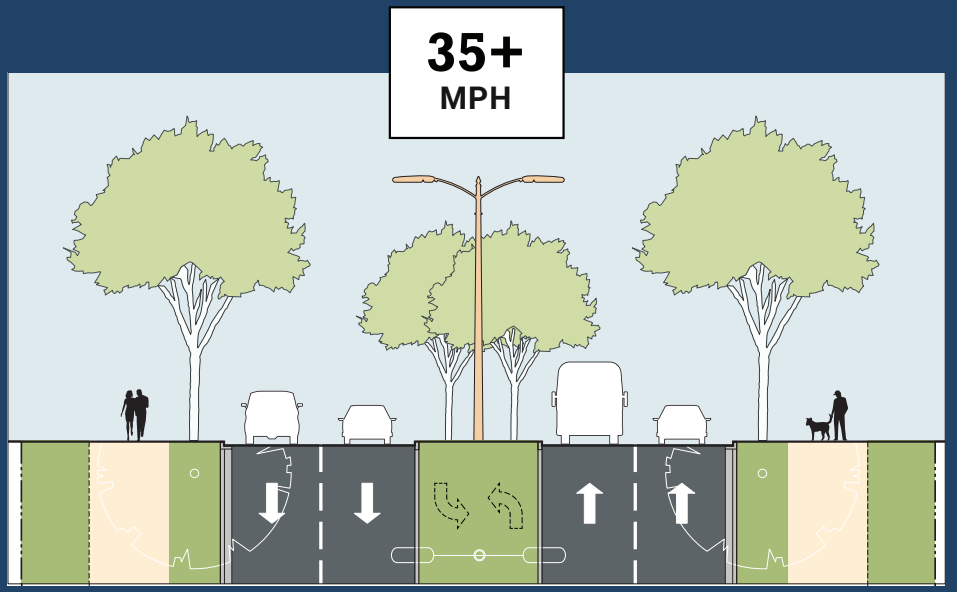
Recommended cross-sections developed as part of the Transportation Master Plan are intended to improve roadway conditions for drivers, pedestrians, and cyclists.

PROPOSED CROSS-SECTIONS



Collectors

Balance vehicular mobility
and land use access



Arterials

Prioritize vehicular mobility
and throughput

The recommended cross-sections provide flexibility and offer key elements that can inform the design of enhanced and proposed thoroughfares.

MULTIMODAL IMPROVEMENTS

Dripping Springs recognizes the value of balancing growth and quality of life with the use of open spaces, parks, and trails. Multimodal facilities can improve the quality of life of area residents by providing recreation and an alternate travel mode.

Providing multimodal improvements may offset some of the traffic increase caused by explosive population growth. Safe options for different types of transportation such as cycling and walking can promote health, reduce congestion, and improve quality of life.

The recommendations in this section are provided to improve mobility for the residents of Dripping Springs while preserving the character of the City and promoting the enjoyment of outdoor spaces.

Several studies and plans have identified goals and improvements for convenient and safe pedestrian and bicycle facilities in Dripping Springs.

2013 Sustainable Places Project (SPP)

Focuses on planning for desirable growth in central Dripping Springs, with land development and multimodal improvements designed in harmony. The SPP identified the need for off-street hike and bike trails along creeks.

2014-2024 Parks, Recreation, and Open Space Master Plan

Aims to complement existing plans and build upon proposed improvements to the City's parks. The plan identified several on-street pedestrian routes, including along RM 12, RM 150, RM 1826, RM 967, and Sawyer Ranch Road. Off-street pedestrian routes were proposed along several creeks throughout the Dripping Springs area.

2015 Dripping Springs City Wide Trails Plan

Identifies the need for a convenient hike and bike trail system to provide recreation, exercise, and pedestrian transportation in Dripping Springs. The Trails Plan incorporated proposed land and roadway developments into the trail system network.

2016 Dripping Springs Comprehensive Plan

Prioritizes the construction of sidewalks on Old Fitzhugh Road, as the street has become a major destination in Dripping Springs for dining, shopping, and recreation in the historic Downtown area.

BICYCLE AND PEDESTRIAN NETWORKS

The Transportation Master Plan incorporates recommendations and initiatives from previous studies. The Multimodal Plan supports the best practices of Complete Streets, providing better pedestrian and bicycle improvements on enhanced or proposed roadways. The plan recommends and identifies the following facilities:

» Sidewalks » Shared-Use Paths » Raised Bicycle Lanes

To enhance safety and provide an alternate transportation choice, sidewalks at a minimum are recommended on all Dripping Springs roads. Raised cycle tracks are proposed on roadways with high traffic volumes, available right-of-way, and popular cycling routes. A shared-use path should be considered to accommodate both pedestrians and cyclists where space is limited.

NEXT STEPS

Adopt the plan

Adopt the Multimodal Plan and Complete Streets cross-sections. Continue to update the plan based on evolving City needs.

Improve access

Review the existing pedestrian network for ADA compliance.

Plan ahead

Coordinate with developers to identify opportunities for sidewalks and trails.

Eliminate gaps

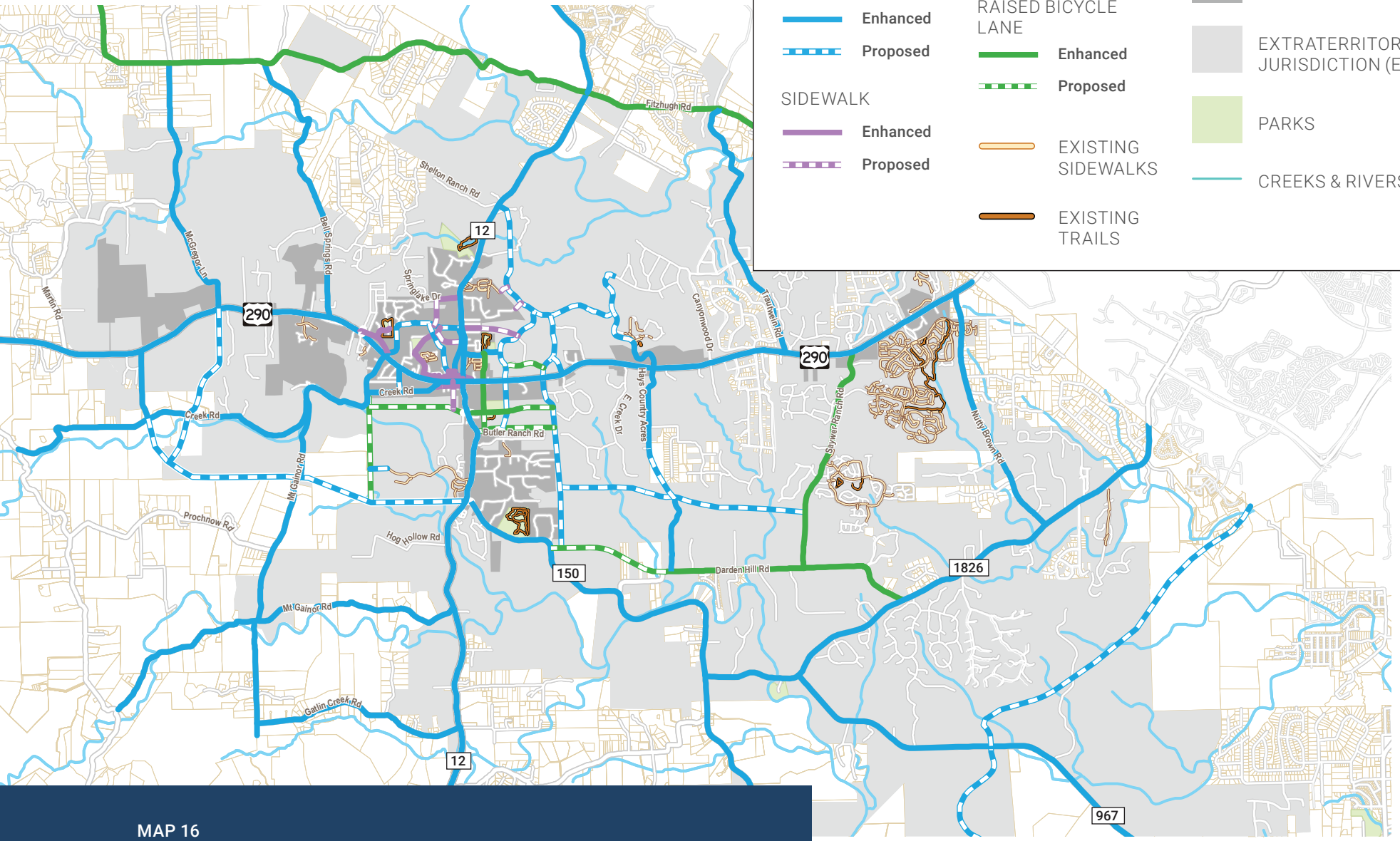
Construct new sidewalks to fill existing gaps to form a connected pedestrian network with access to schools, parks, and nature preserves.

Design for schools

Coordinate with DSISD to provide safe pedestrian and bicycle facilities between residential

Connect trails

Plan trail connections to the proposed Phase III of the Violet Crown Trail and Emerald Crown Trail.



MAP 16
Multimodal Plan

TRANSIT/PUBLIC TRANSPORTATION

Many Dripping Springs residents work outside the City, including the 36 percent of Dripping Springs residents working in Austin, based on survey results from the first Transportation Master Plan Open House. With significant growth and increasing traffic volumes, transit can help manage the traffic load on the City's roadway network while providing residents an alternate method of getting around for work, errands, or recreation.

Transit in Dripping Springs is currently provided by the Capital Area Rural Transportation System (CARTS). Dripping Springs residents may schedule on-demand Origin to Destination Routes to the Capital Area region within a limited schedule and frequency using the CARTS Country Bus. Although the on-demand transit service provides a valuable service for those in need, the scope of service it provides does not impact the daily needs of commuters.

Transit and public transportation relates to the school busing system as well. DSISD includes seven public schools, and busing is available to students. A combination of increased school bus use and improved pedestrian route connectivity would reduce vehicular demand on roadways.

NEXT STEPS

Inform riders

Improve awareness of available on-demand CARTS services for Dripping Springs residents, particularly for elderly and persons with disabilities.

Increase routes

Coordinate with CARTS to evaluate the feasibility of increased service levels for on-demand routes to and from Dripping Springs.

Partner up

Discuss with Capital Metro about the potential for a Park-and-Ride and/or transit center in Dripping Springs.

Bus to school

Promote ridership of school bus use within DSISD through awareness and system improvements.

Plan ahead

Evaluate the potential for on-demand mobility services, potentially through a public-private partnership, to provide improved connectivity and access within the area.

Public transportation services should provide regular and frequent trips for travel to work or school. Flexibility is key for trips related to errands or recreation.

For increased service levels to be financially viable, complementary actions such as improving pedestrian connectivity, developing walkable, mixed-use communities and expanding bicycle networks can all work together to increase the viability of public transportation and reduce the need for automobile use.

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IMPLEMENTATION PLAN

PRIORITIZATION OF IMPROVEMENTS

Funding and resources are not available to implement all recommended projects immediately. Project prioritization helps identify critical and/or short-term projects while initiating planning and coordination for design and implementation of mid- and long-term improvements.

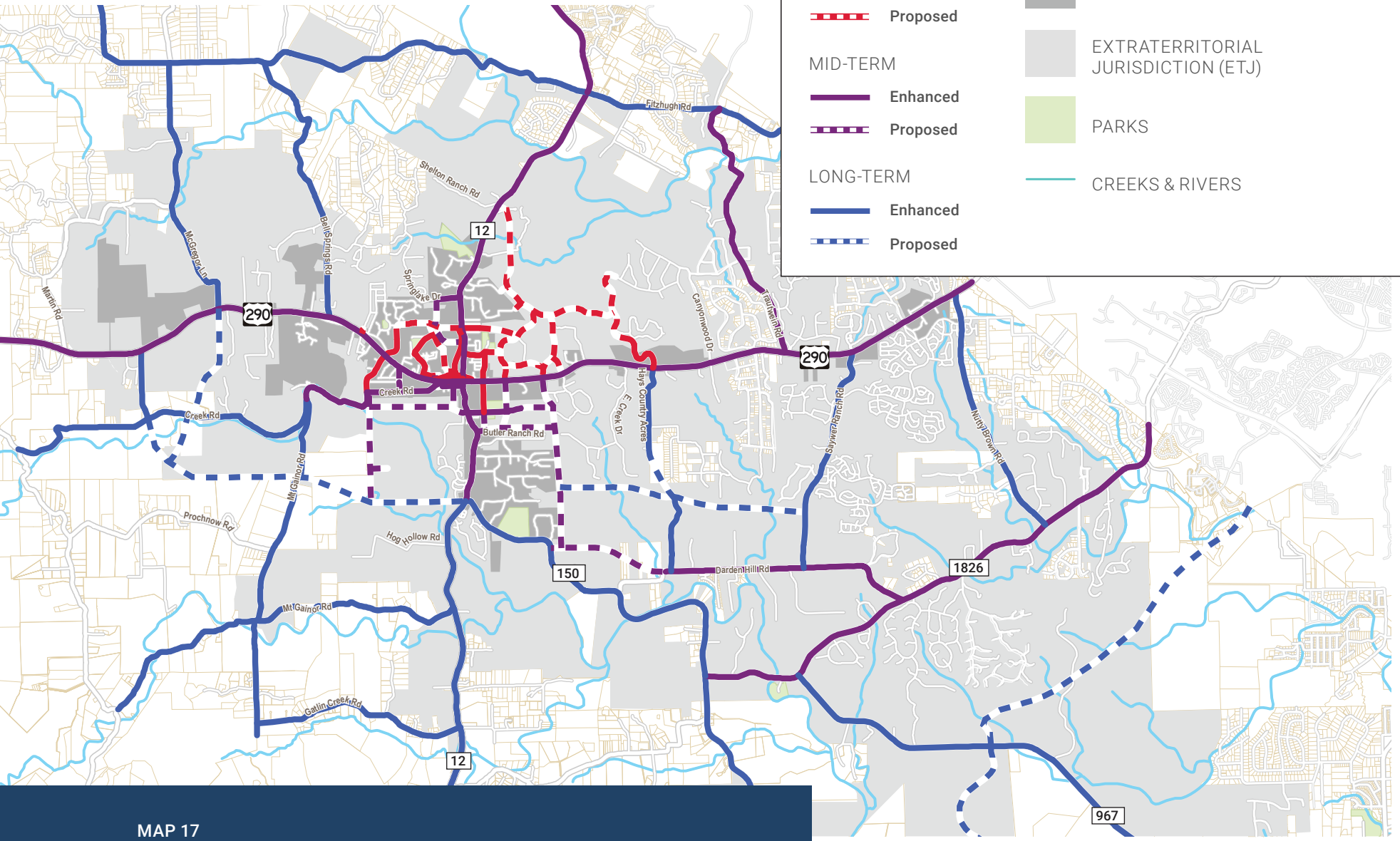
Implementation of projects in the Thoroughfare Plan and Multimodal Plan will occur over the next 20+ years. The identified transportation improvements were assessed based on project scope and the transportation impact to help prioritize projects by need and feasibility.

Smaller and more critical projects, such as safety improvements to a local roadway, are prioritized for short-term implementation. Projects with large scopes and complex planning requirements or those aimed at addressing future traffic demands are identified for long-term implementation. Projects requiring additional right-of-way, environmental assessments, and partner-agency coordination will occur in the mid- to long-term time periods. Ultimately, project time frames will be dependent on several factors such as agency coordination, funding, and the rate of development.

Short-term
(next 10 years)

Mid-term
(10-20 years)

Long-term
(20+ years)



MAP 17
Prioritization Plan

FUNDING PLAN AND COORDINATION STRATEGIES

The implementation of improvements identified in the Thoroughfare Plan and Multimodal Plan will consider available funding sources for project design, construction, and long-term maintenance and operations.

Many of the roadways Dripping Springs residents use daily are operated and maintained by TxDOT and Hays County. Coordination must be maintained between the City and these agencies to plan for the recommended projects and identify available funding sources. Hays County anticipates adopting a Transportation Plan in 2021 that prioritizes transportation improvements on County roadways. In 2019, TxDOT initiated feasibility studies on US 290 throughout the City Limits.

The Thoroughfare Plan and Multimodal Plan also propose new facilities in areas identified for future development. This Plan enables the City to be proactive in the planning of transportation facilities that will serve these areas. The City will negotiate with developers to build roadways within and adjacent to their developments along the alignments proposed in the Thoroughfare and Multimodal Plans. Additional traffic impact fees should also be fairly assessed to be used for funding for other needed transportation projects.

Grant funding is available regularly from TxDOT and CAMPO, and the City has had success applying for and acquiring funding through TxDOT grant programs. The City should continue to take advantage of this creative funding source for future projects.

Additional funding sources that can be leveraged for transportation projects include:

» Property taxes

» Local and state partnerships

» Tax Increment Reinvestment Zones (TIRZ)

» Public-Private Partnerships

» Developer Implemented Projects

» Development Impact Fees

» TxDOT and CAMPO grant funding programs

» Grant funding opportunities (e.g., RAISE, FASTLANE)

» Transportation Infrastructure Finance and Innovation Act (TIFIA) loan/credit program

» State Infrastructure Bank (SIB) loans

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SUMMARY & CONCLUSIONS

RECOMMENDATIONS AND STRATEGIES

The Dripping Springs Transportation Master Plan identifies and prioritizes multimodal transportation improvements to promote efficient and safe travel and enhance the quality of life of Dripping Springs residents. The TMP document and Thoroughfare and Multimodal Plan aim to plan for the existing and future mobility needs of the City and surrounding ETJ and should continuously be updated with the evolving transportation and lifestyle needs of the growing City. The plan should be updated every 5 years to adapt to regional transportation thoroughfare plan updates and the rapid development in Dripping Springs and its ETJ.

COMPLETE ROADWAY NETWORK

Dripping Springs has developed a plan with a network of enhanced and proposed thoroughfares in the Thoroughfare Plan. The plan helps promote connectivity and reduce future congestion by providing more routes for travel and improvements to existing routes of travel.

BYPASS ROUTE IDENTIFICATION

US 290 currently serves as the primary access for many neighborhoods, developments, and businesses within Dripping Springs. It also serves a major regional facility connecting Austin to Johnson City, Fredericksburg, and beyond. The Thoroughfare Plan recommends enhanced and proposed alternate routes to US 290 to the north and to the south. These routes serve both as a local bypass to the US 290 and RM 12 intersection and a regional bypass to central Dripping Springs. By establishing bypass routes to the Dripping Springs area, the US 290 thoroughfare will be more capable of serving those traveling within Dripping Springs.

EMBRACE THE CHARACTER OF DRIPPING SPRINGS

Dripping Springs is growing rapidly and relying on limited transportation infrastructure to move people through the community. The Thoroughfare Plan has prioritized transportation enhancements in areas with existing congestion and prioritized new thoroughfares in areas with imminent growth. The goal is to support growth as it occurs by investing in transportation infrastructure. As feasibility studies are initiated for new roadways, careful evaluation of the new roadway impacts on the community, its character, and the environment must be undertaken.

PRESERVE AND ENHANCE DOWNTOWN DRIPPING SPRINGS

Downtown Dripping Springs, at the heart of the City, is continuously evolving in land use, becoming a greater attraction for residents and visitors alike. Dripping Springs' Historic Preservation Ordinance has preserved many historic land buildings along the US 290 corridor. Enhancements to US 290 consider the limited right-of-way in Downtown Dripping Springs, and the recommended cross-sections for downtown streets provide visitor parking and a safe pedestrian environment within the available right-of-way. Dripping Springs should continue to work with TxDOT to maintain the character of Downtown Dripping Springs as US 290 evolves in the future.

COMPLETE STREETS FOR ALL

The recommended cross-sections are designed for complete streets—promoting safe and efficient travel for all users. Enhanced and future thoroughfares improve vehicular travel while providing sidewalks, shared-use paths, and raised bicycle lanes for pedestrians and cyclists outside of roadway travel lanes. These facilities are critical to moving people throughout Dripping Springs while providing a mobility option that supports health and recreation for residents.

GROWING THE TRANSIT SYSTEM

Dripping Springs should initiate coordination for future transit service through partnerships with service providers such as CARTS and Capital Metro. The City should work towards a Park and Ride system, establishing a convenient location and working towards a reasonable schedule based on Dripping Springs residents' existing and future transit needs.

SCHOOL TRAFFIC

School campuses generate a high volume of trips within Dripping Springs. Student pick-up and drop-off operations have a notable impact on traffic congestion. The City should work to implement complete streets cross-sections to provide safe routes to schools and encourage walking/ bicycling trips to campuses. The City should work with DSISD to identify and prioritize routes that capture the demand for pedestrian connectivity. The City should also continue discussions with DSISD to encourage students to ride the bus, helping to reduce the number of individual pick-up and drop-off trips within the transportation network.

AGENCY COORDINATION

The City will continue to coordinate with TxDOT and Hays County as each agency moves forward with planned infrastructure improvements. A close relationship with these agencies will help maintain consistency in transportation planning and infrastructures improvements to provide a stronger foundation to meet the future transportation needs of the City.

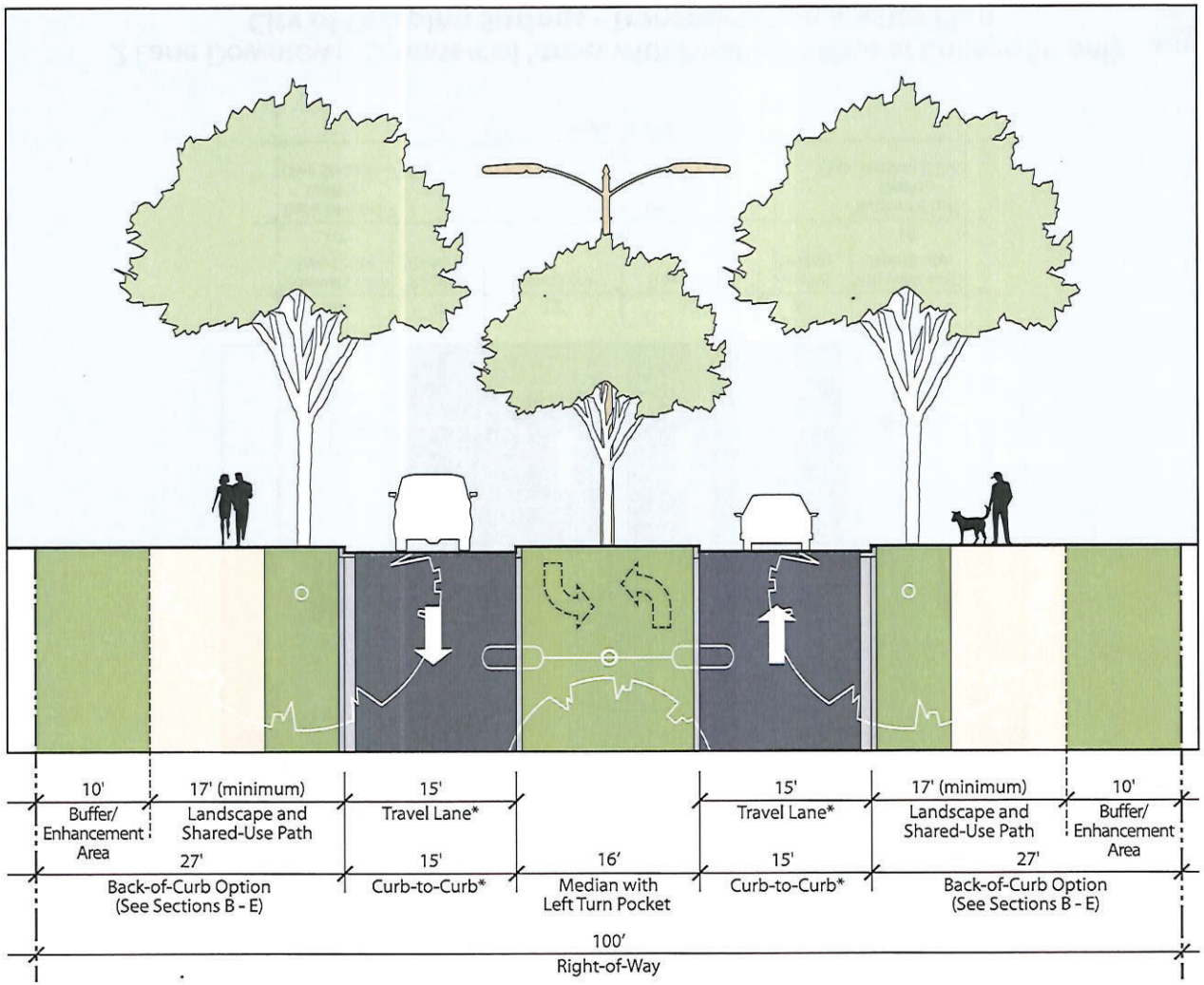
CITY OF DRIPPING SPRINGS

TRANSPORTATION MASTER PLAN

2021

DRIPPING SPRINGS
Texas

DRAFT



* *Parking is prohibited to allow for fire truck access.*

0' 5' 10 ft.

2 Lane Neighborhood Collector Divided
City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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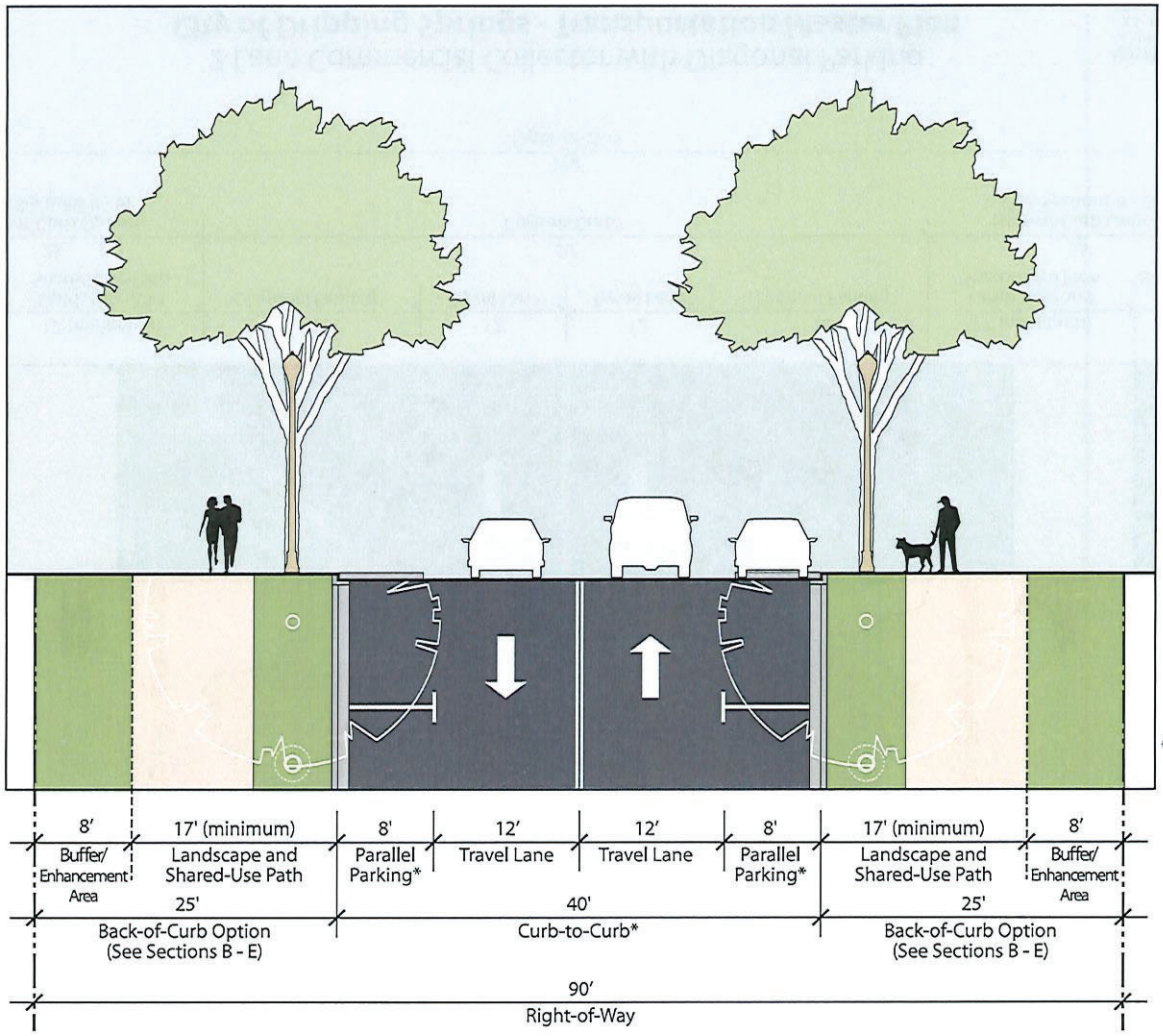
- For Back-of-Curb Options refer to the Sections supplement for alternate configurations and dimensions. Use of an alternate Section may encroach into the Buffer/Enhancement Area.



2 Lane Commercial Collector with Parallel Parking

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES

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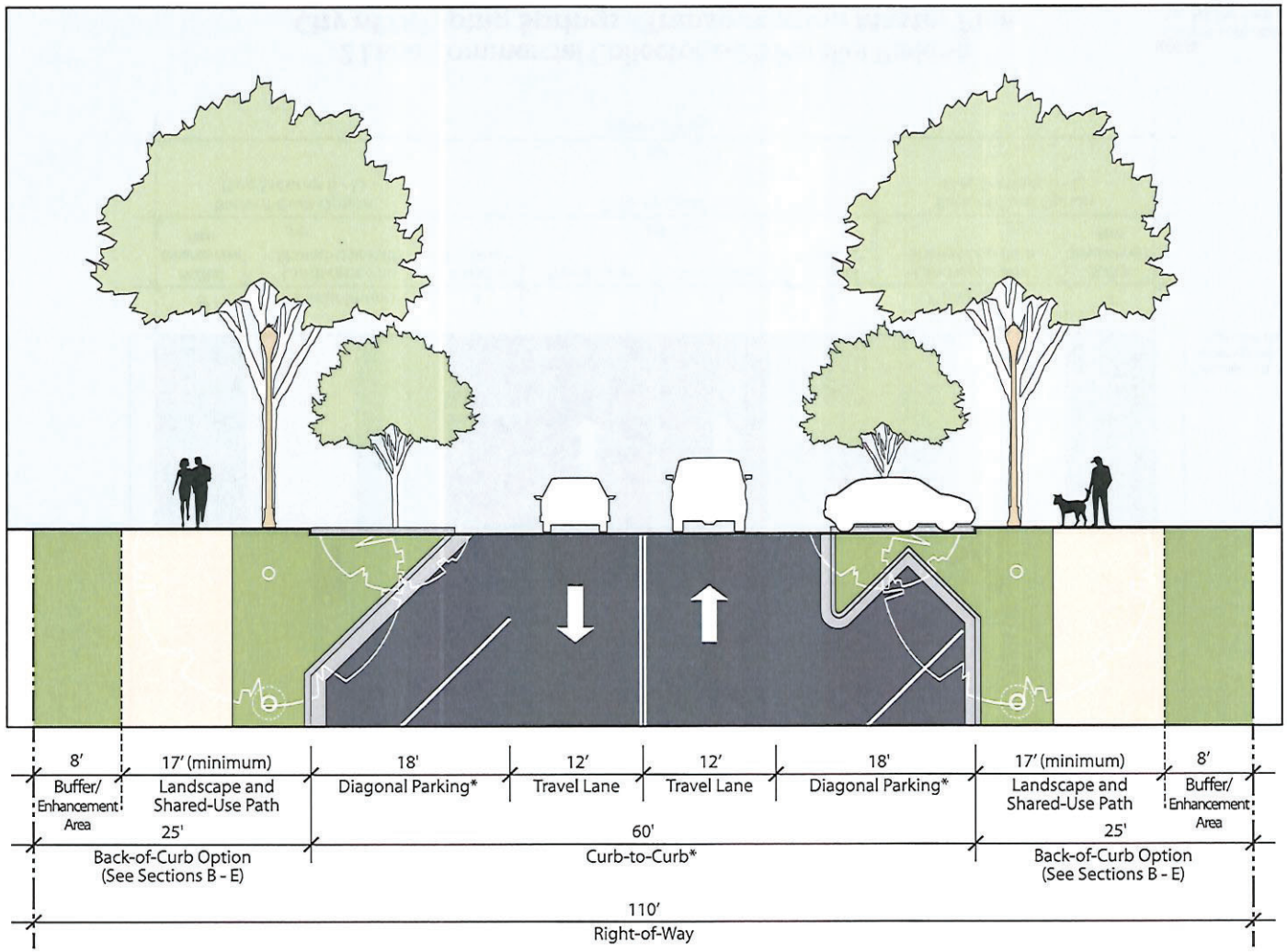

2 Lane Commercial Collector with Diagonal Parking

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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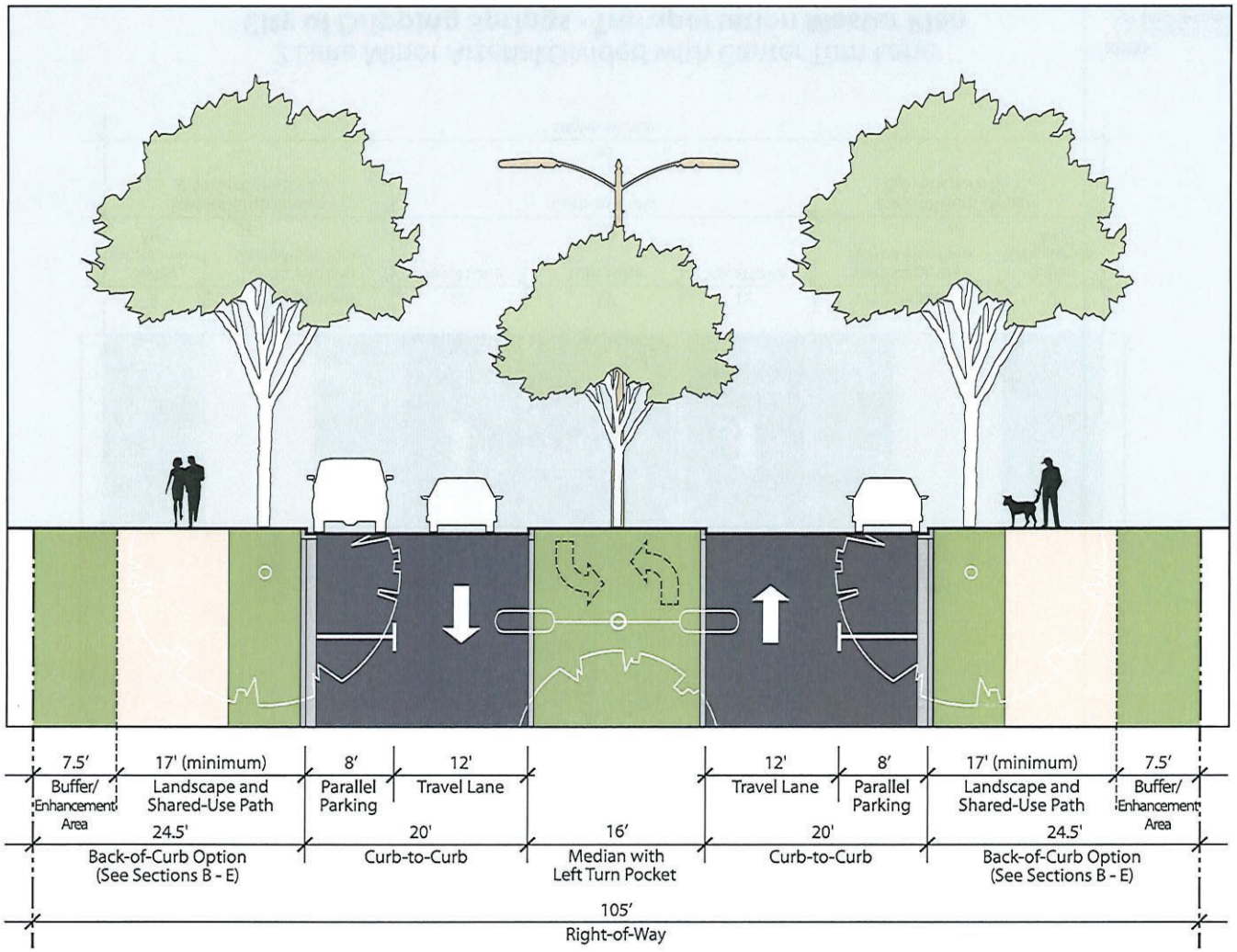

2 Lane Major Collector

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

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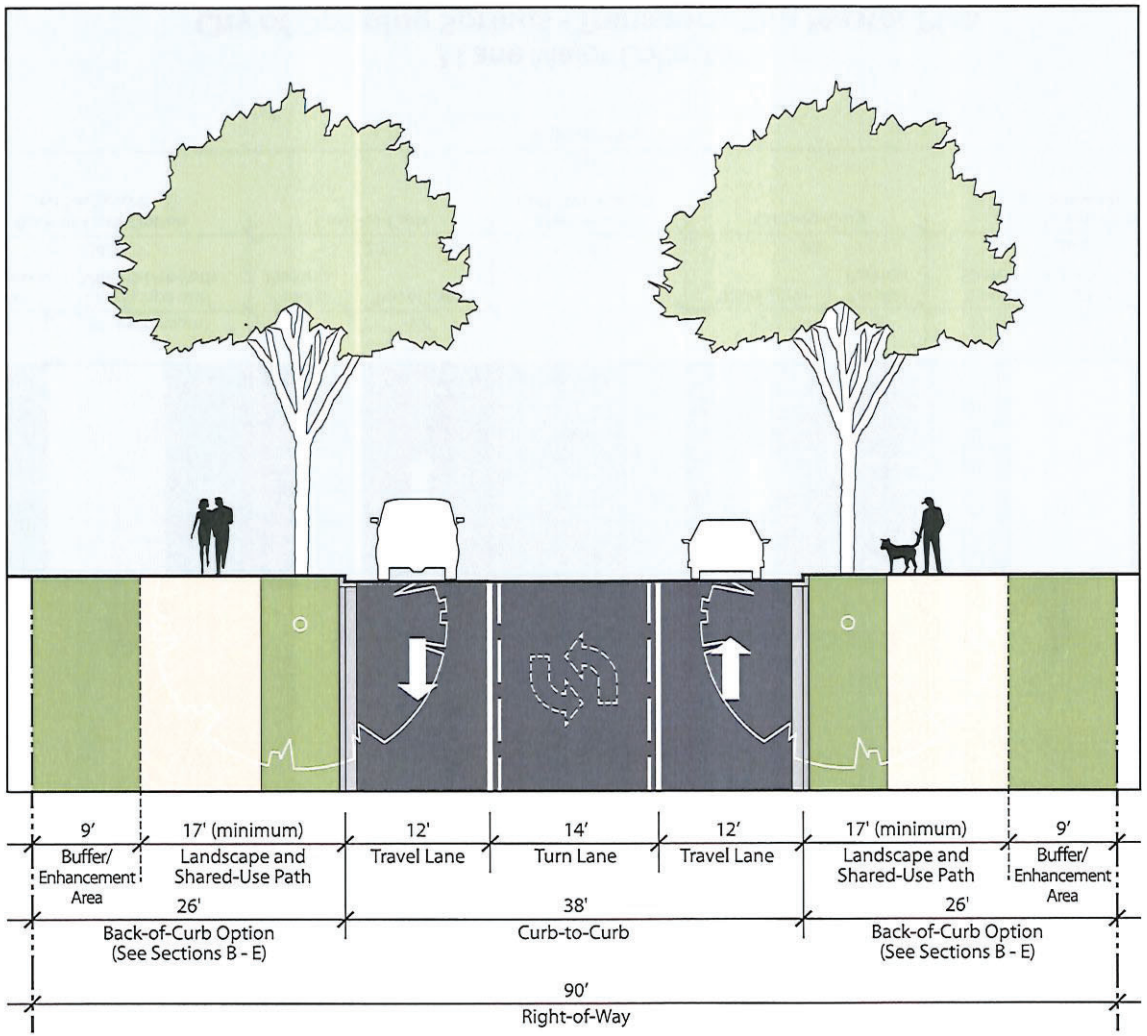

2 Lane Minor Arterial Divided with Center Turn Lane

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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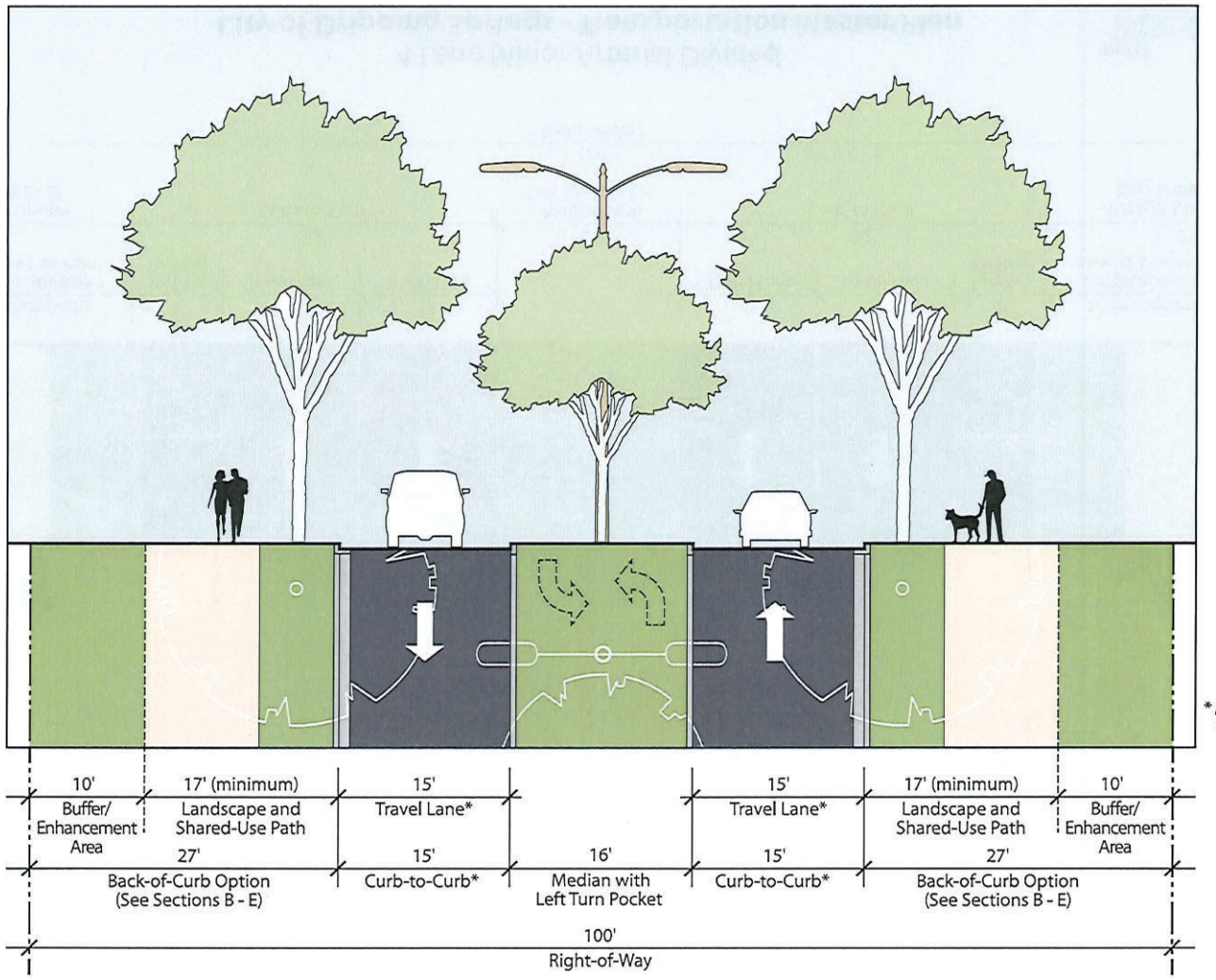

2 Lane Minor/Major Arterial Divided
City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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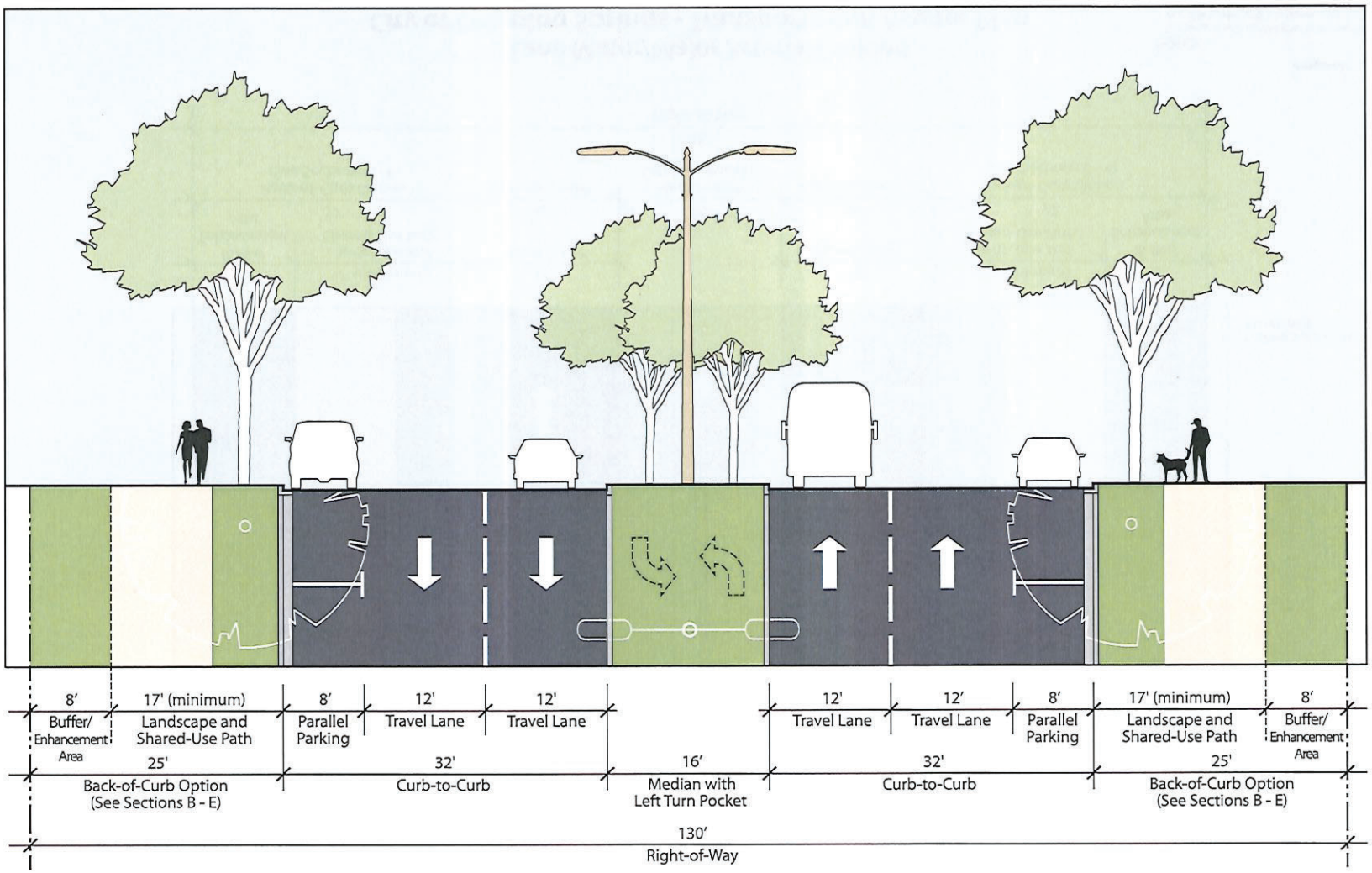

4 Lane Minor Arterial Divided

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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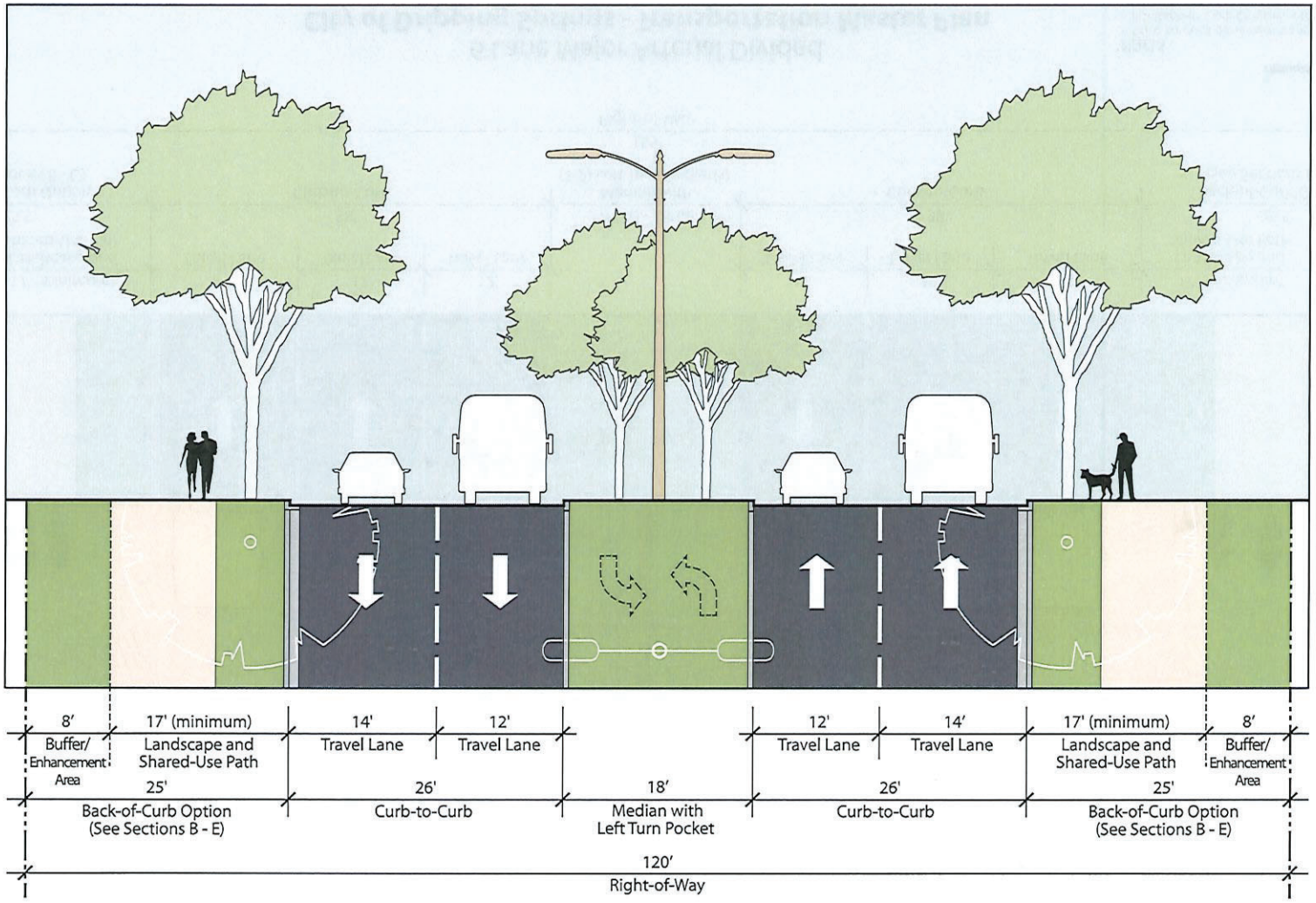

4 Lane Major Arterial Divided

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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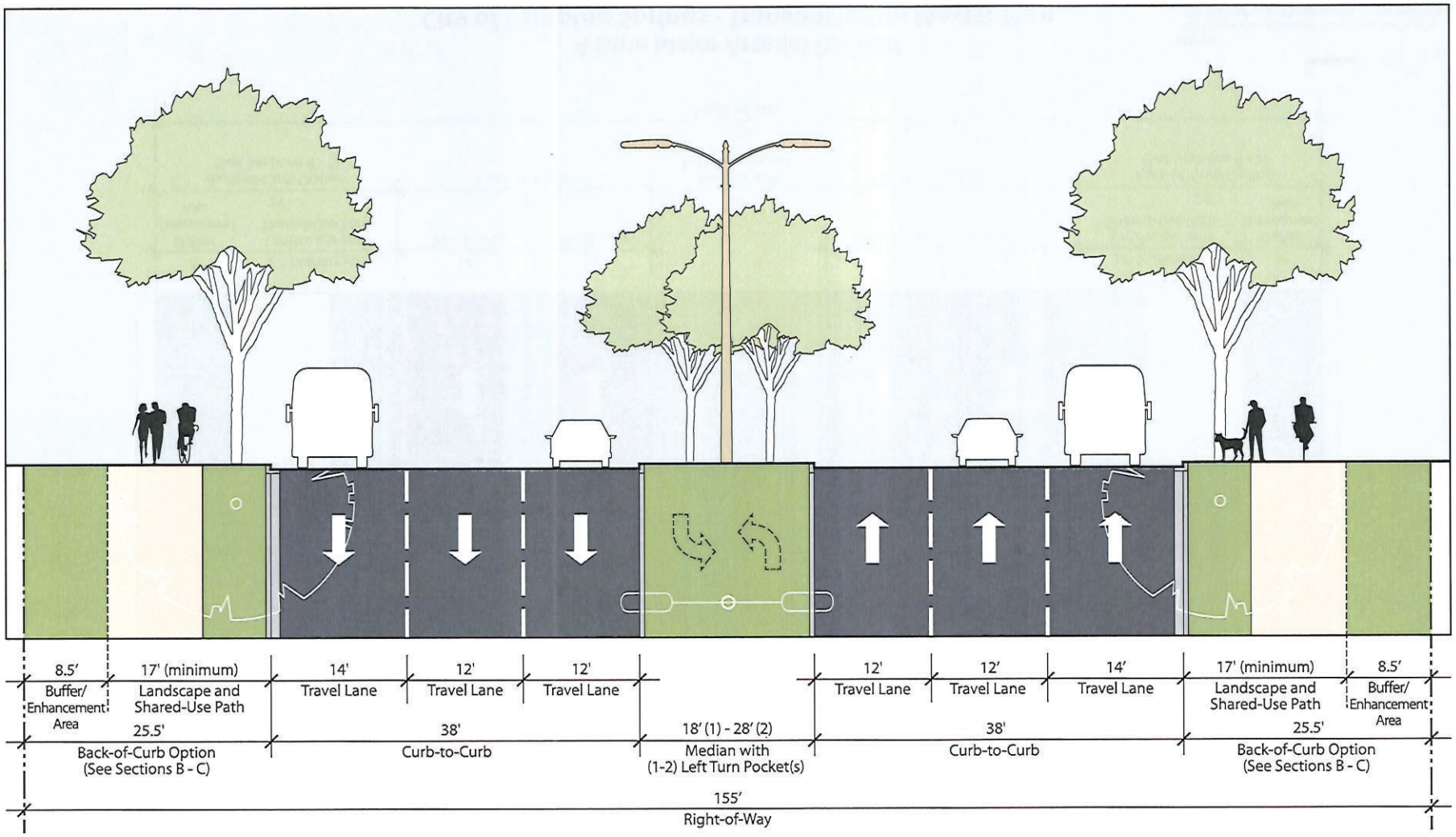

6 Lane Major Arterial Divided

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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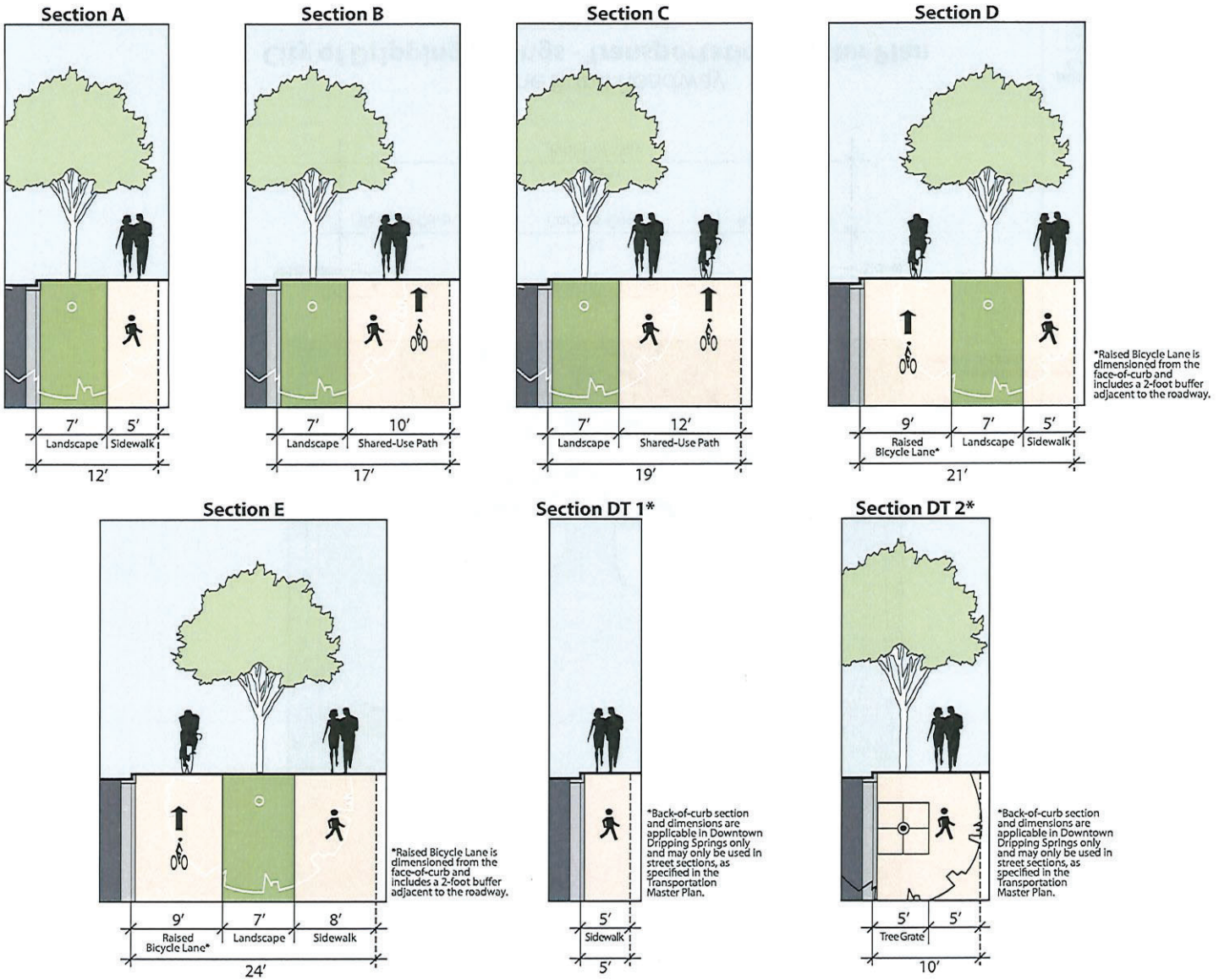
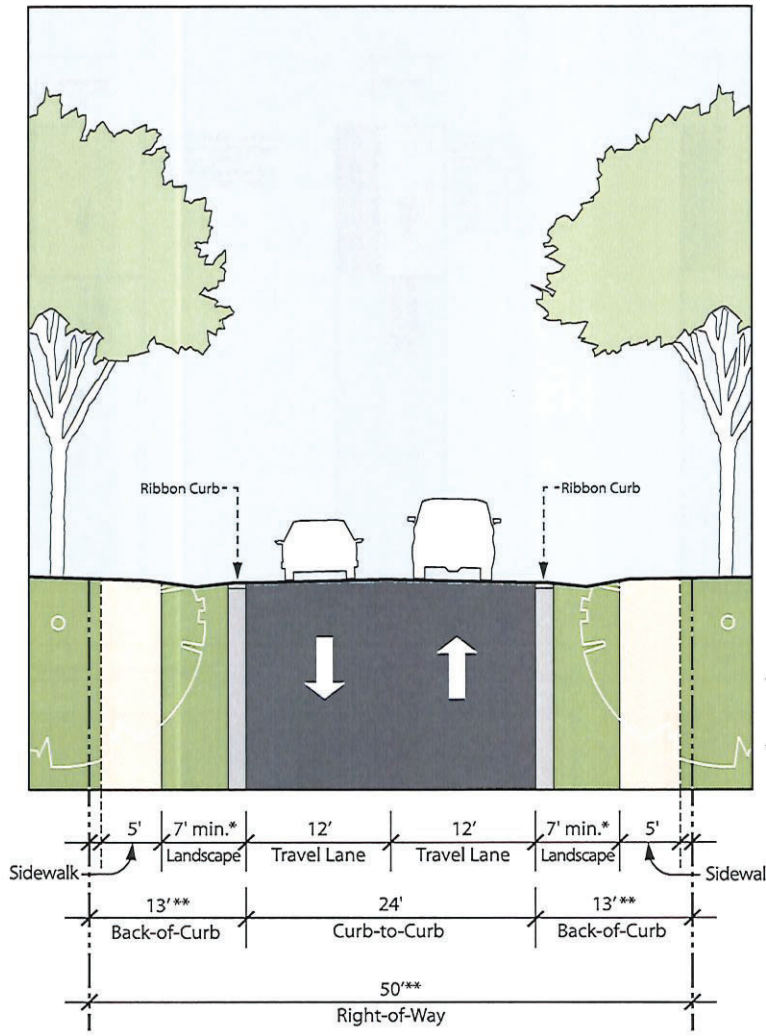


Back-of-Curb Options

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020



* Minimum landscape clear space width between edge of pavement and sidewalk to be determined in coordination with the City of Dripping Springs.

**Accommodations for drainage may impact required Right-of-Way width.

0' 5' 10 ft.

2 Lane Rural Roadway

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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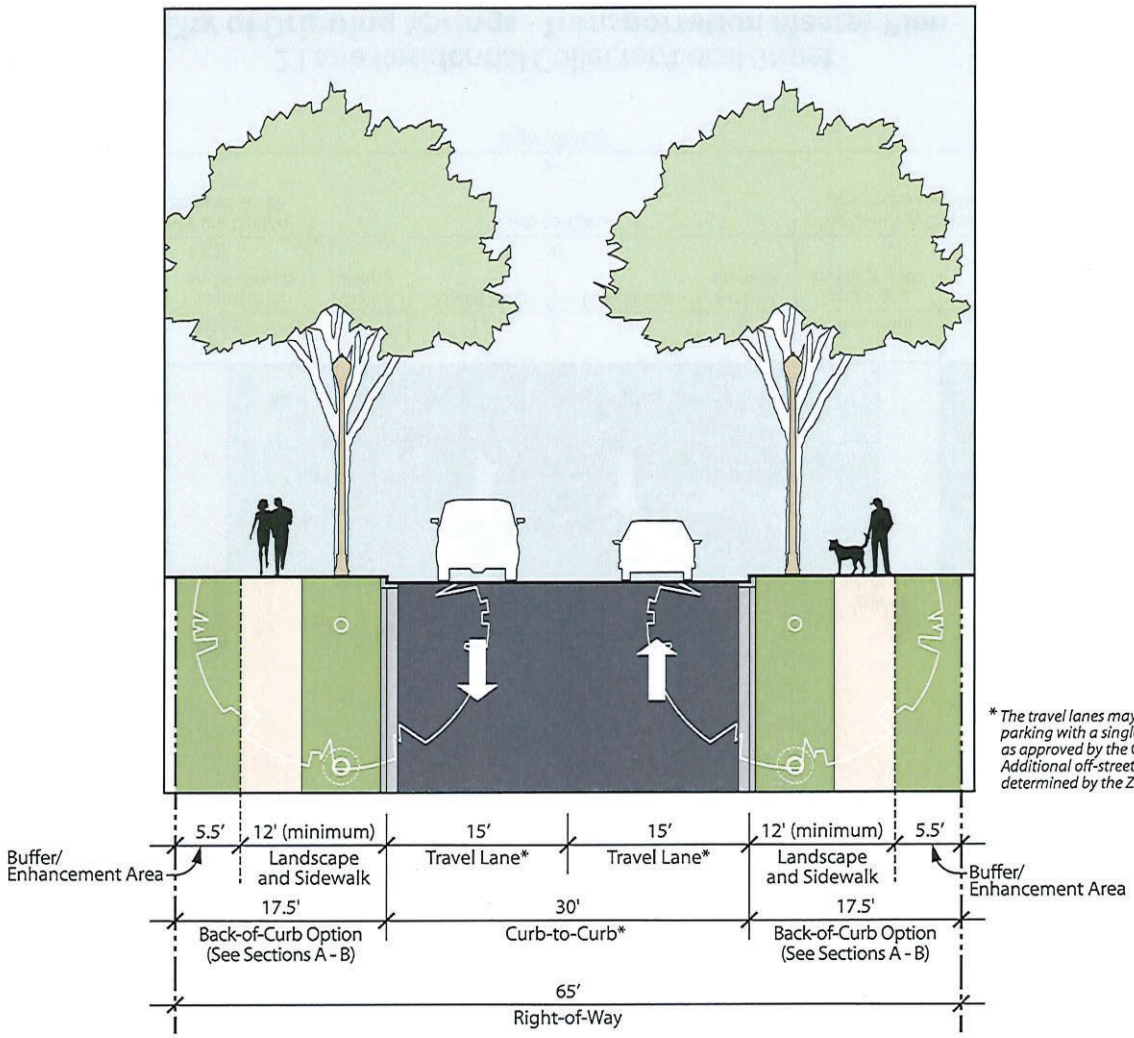

* *The travel lanes may be used for parallel parking with a single, queuing lane of traffic, as approved by the City of Dripping Springs. Additional off-street parking requirements are determined by the Zoning Code.*

0' 5' 10 ft.

2 Lane Residential Local Street
City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

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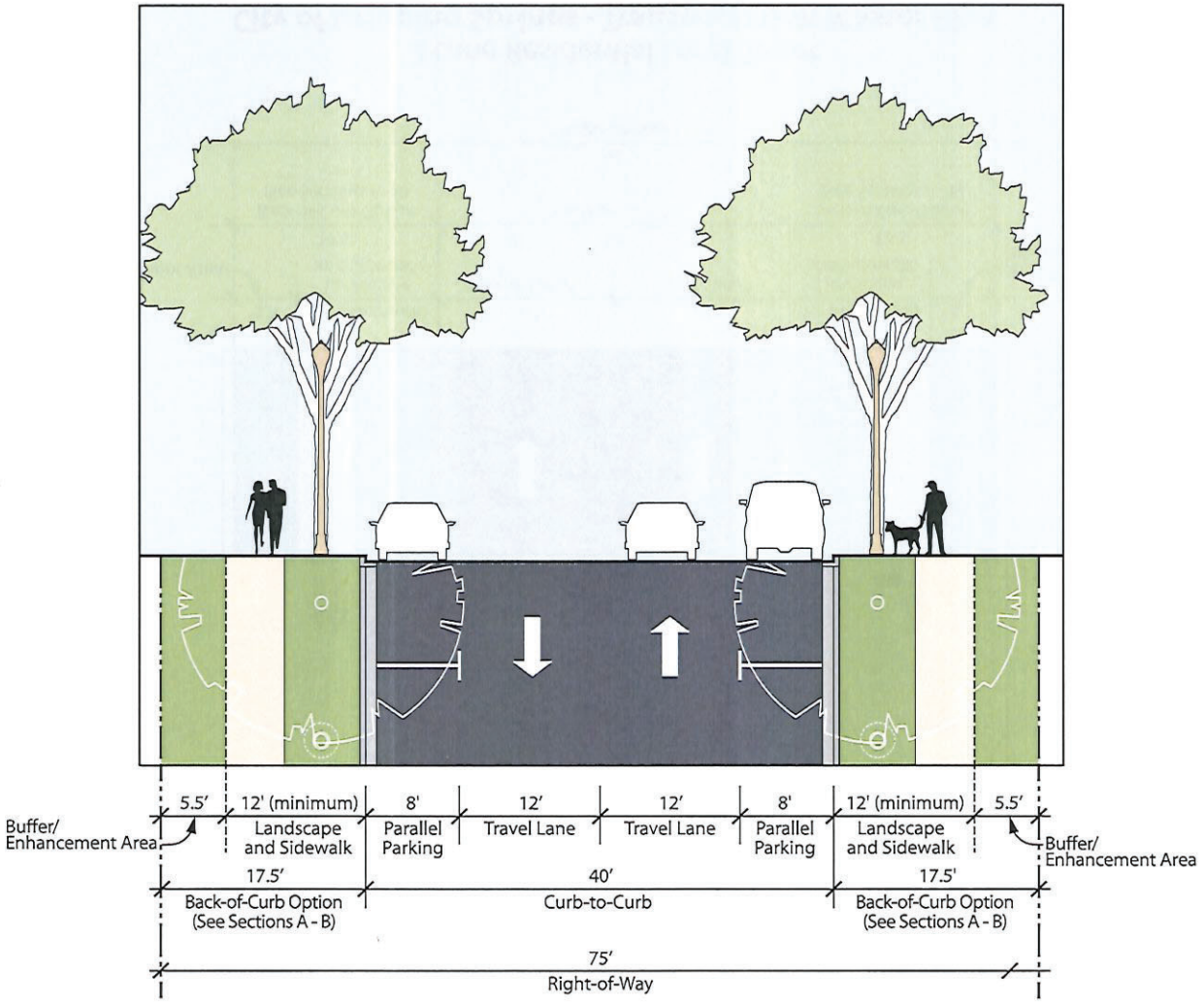

2 Lane Residential Collector/Local Street
City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

0' 5' 10 ft.

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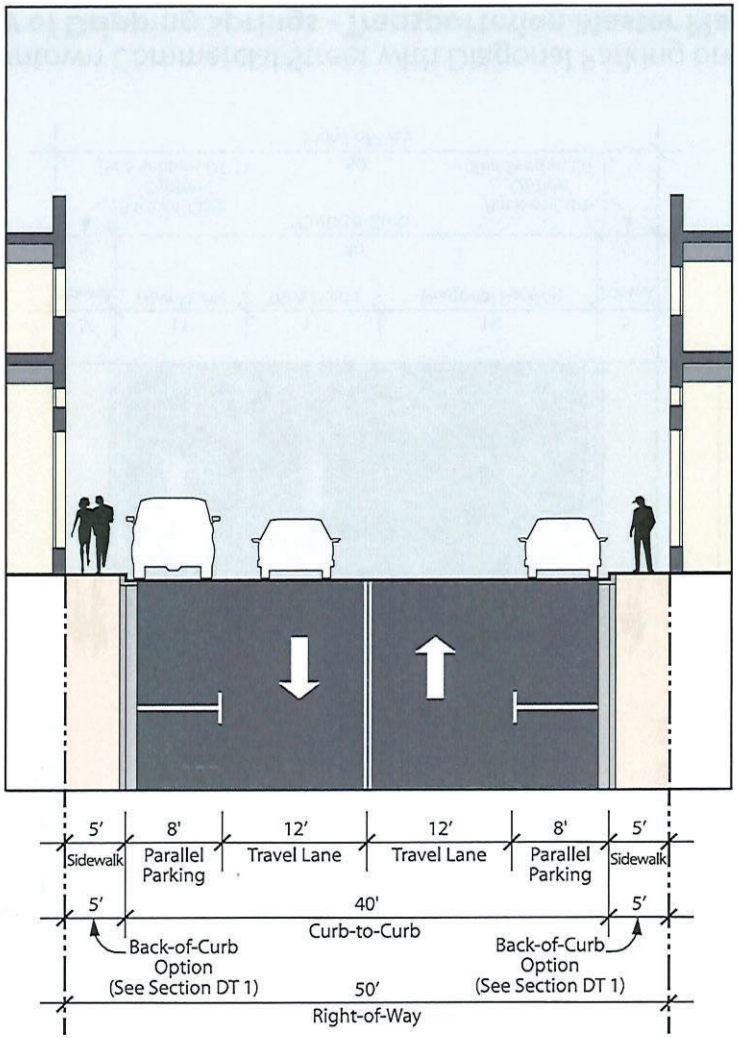

2 Lane Downtown Commercial Street with Parallel Parking
City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

0' 5' 10 ft.

NOTES
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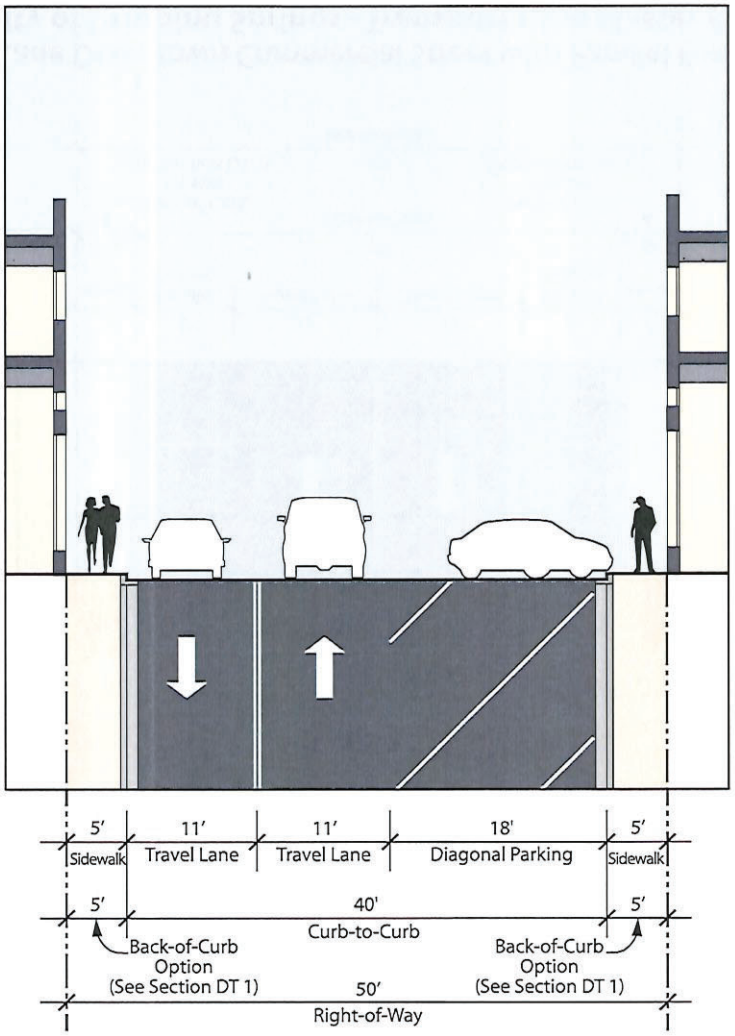

0' 5' 10 ft.

2 Lane Downtown Commercial Street with Diagonal Parking on One Side

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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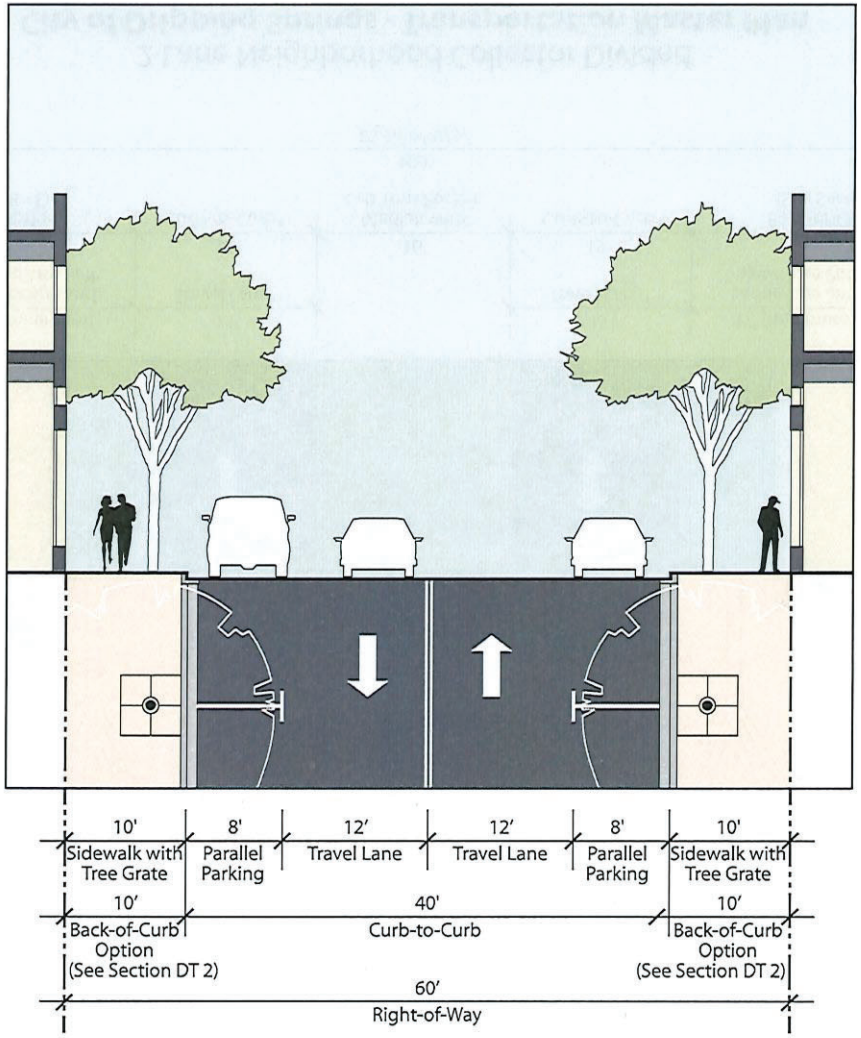

0' 5' 10 ft.

2 Lane Downtown Commercial Street with Parallel Parking at College St. only

City of Dripping Springs - Transportation Master Plan

Draft: February 13, 2020

NOTES
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December 2020 Open House Comments

This letter is being submitted on behalf of the Dripping Springs Ranch Wildlife Management Cooperative, Inc. ("the Coop")(a Texas non-profit corporation), the Dripping Springs Ranch Road Maintenance Association ("the RMA")(also a Texas non-profit corporation) and their members. The members of the RMA and Coop are all property owners within or adjoining Dripping Springs Ranch Phase 2 ("the Ranch"), a subdivision located in Hays County south of Highway 290 and accessed primarily via Sunset Canyon South and Dripping Springs Ranch Road (a private road owned by the RMA).

For the reasons stated below, the RMA and the Coop oppose certain aspects of the City's draft Transportation Master Plan, namely: the expansion of Sunset Canyon South; the acquisition, expansion and extension of Dripping Springs Ranch Road (all presumably through condemnation; and the construction of a proposed east-west "minor arterial" along the Ranch's southern boundary (together "the Proposed Road Project"). *See* screen shot of referenced Proposed Road Project taken from the Online Open House #2 Dripping Springs Transportation Master Plan presentation ("Online Open House") provided as Attachment A.

By way of background, the Coop was formed in 1998, is one of the oldest wildlife management cooperatives in Hays County, covers approximately 350+/- acres, and has nineteen (19) member properties (each family owning property within the Coop is a member). Consistent with Article 8, section 1-d-1 of the Texas Constitution, the Coop was formed to maintain openspace land, to apply wildlife management practices to protect various species of concern including migrating song birds, quail and wild turkey, and to conserve habitat critical to those species. Over the last twenty (20) years, the Coop has identified and documented numerous Golden-cheeked Warblers through its annual bird survey conducted by certified wildlife biologists with Plateau Land & Wildlife Management. As you know, the Golden-cheeked Warbler is a listed species protected under the Endangered Species Act ("ESA"). A map showing thirty-four (34) documented Golden-cheeked Warbler observations on Coop lands by year for the period 2010-2020 is provided as Attachment B. As you can see, the Proposed Road Project runs through the heart of confirmed Golden-cheeked Warbler habitat.

The RMA was formed in 2002 and has twenty-one (21) member families. The RMA owns and maintains Dripping Springs Ranch road system which is used and enjoyed by not only its members and other residents of Dripping Springs Ranch but also by many residents of the Sunset Canyon South neighborhood. It is common to see joggers, bike riders, people walking their dogs, and children in strollers, all using these lightly-traveled private roads which run through a pristine Hill Country setting—the very setting that attracted the Coop's and RMA's members to acquire property in Hays County in the first place.

In response to the City's proposed Transportation Master Plan as currently contemplated, the RMA, Coop and their respective members offer the following comments:

Comments:

1. The Proposed Road Project would threaten the endangered Golden-cheeked Warbler and habitat critical to its survival and could result in ESA violations. Again, the Coop has evidence of continuous Golden-cheeked Warbler activity on the Ranch (including during breeding season) spanning two decades. *See e.g.* Attachment B.

2. The Proposed Road Project would bisect lands contained within a wildlife management cooperative area thus defeating the Texas Constitution's stated purpose for promoting 1-d-1 open space lands and would disrupt the Coop membership's ability to continue coordinating wildlife management practices. *See* Texas Constitution, Article 8, section 1-d-1.

3. In its November 16, 2020, proclamation announcing May 8, 2021, as World Migratory Bird Day, the City of Dripping Springs recognized that "[m]igrant (bird) species play an important economic role in Dripping Springs and help generate millions in recreational dollars statewide." The city has planned annual events to educate the community about the "key role that migrant bird species play in our eco-system and the economy," and how to protect the declining habitats threatening these species. The destruction of established migratory bird habitat by the Proposed Road Project would directly contradict the City's stated goal of promoting species that benefit the ecology and economy of the region.

4. Forcing a private, gated community to become a throughway to other road systems would require condemnation and significantly impair property values.

5. Increased traffic resulting from the Proposed Road Project would create significant safety concerns on Dripping Springs Ranch Road and its tight turns, steep slopes and narrow lowwater crossing. The low-water crossing floods frequently and traffic approaching the flooded bridge would have no way to turn around. Video showing a recent flood was attached to the Online Open House's comment portal and can be seen here: https://youtu.be/F8sSqD7F7_Q

6. Expanding Sunset Canyon South is widely opposed by residents along that road as evidenced by comments submitted in response to the Online Open House. Widening Sunset Canyon South as proposed (with a median and sidewalks) would likely require condemnation of residential properties on both sides of the road. While other north-south collectors located closer to the City might make more sense, connecting Sunset Canyon South to Dripping Springs Ranch Road to form a new north-south "collector" road is redundant to the existing Sawyer Ranch Road which is located only 0.8 +/- miles to the east. Likewise, the east-west "minor arterial" proposed along the south line of the Ranch (which would pass through and impair documented and established Golden-cheeked Warbler habitat) is redundant of Darden Hills Road which is located a mere 0.8 miles directly to the south.

7. Construction activity along the Pier Branch stream would negatively impact water quality. The Pier Branch feeds directly into Onion Creek.

8. The Proposed Road Project would disrupt the serene, unique nature of the Ranch and surrounding neighborhoods and diminish quality of life for the communities that often use RMA-owned roads recreationally.

Although we appreciate that the City must manage traffic and development, we believe and respectfully suggest that the Proposed Road Project is unnecessary, would adversely impact or destroy crucial endangered species habitat, would negatively impact the market value of dozens of properties, be unnecessarily costly, and be wildly unpopular among the vast majority of the local residents that would be directly affected.

We would be happy to meet with City representatives to discuss the Transportation Master Plan and its potential impacts on our community. Also, we respectfully request that you forward these comments to the Transportation Committee, the Planning & Zoning Committee or anyone else with the City, City Council, or Mayor's office to the extent appropriate.

Sincerely,

Thomas M. Weber

Dear Representatives of the City of Dripping Springs,

We are writing to provide direct feedback about concerns we have regarding the currently proposed inclusion of our neighborhood community in the Transportation Master Plan (TMP). Our area includes the streets of Trail Driver, Carol Ann, Summit Pass, High Sierra, and the privately owned undeveloped land between High Sierra and Summit Pass.

We do not understand why this route has been suggested when there are two other routes, and maybe more, which could be chosen for less cost and without taking the land of so many and adversely impacting the lives of the residents of Big Country incl. High Sierra

The proposed minor road which links Fitzhugh Road to Dripping Springs will, as drawn, bisect our property, it looks as if we will lose a large portion of our land including two building sites to it. Additionally, it will come directly in front of our existing house leaving our home, which was tranquil, relatively pollution free and on 10 acres, within a few yards of the new 55mph major road (even though it is called a minor road!). The impact upon us and our property will be huge and adverse in terms of our way of life, safety, lifestyle choices, property size and liveability and general neighbourhood desirability. It feels as if we will lose everything we have worked for over many years and its unnecessary as other routes exist.

We were extremely surprised that a proposal of this magnitude was not communicated DIRECTLY to us. It is strange to ask for feedback if you do not take steps to tell us that the proposal has been made. Indeed, it seems that this could have happened to us without us ever hearing of the plan. It is hard to find any information about how it was communicated to us and we can only conclude that it was not. This is a clear breach of your duty to keep us, as affected citizens and voters, aware of plans which affect our property and way of life.
This is a MAJOR and UNNECESARY assault on our way of life. We chose to live in the country surrounded by rare wildlife and flora. Had we wanted to live on a road such as is proposed we would have made a different choice. Indeed, we could live on Slaughter Lane and have slower traffic flow! Additionally, the road is not supported by the local residents, everyone in our old and established community of Big Country whether near or far from the road will be affected by the tire and engine, light and fumes pollution. It will echo around the valley which will increase the level of noise. Indeed, it will also impact the new development at Saratoga Hills. All will also have their view tragically altered by the road inserted into our tranquil natural habitat. What is more the road is unnecessary given that traffic can be carried on the enlarged Fitzhugh Road. Currently it only takes 2 mins longer on the existing Fitzhugh Road than to travel to the same destination via the proposed new road. If it is thought that by building the road, development will follow then the damage to flora and fauna and the natural beauty of this environment will be substantially increased which only increases our concerns about this development. In addition to the above we have the following concerns about the way this proposal is put:

Improve Connectivity:
This proposal does not improve connectivity because the traffic can flow on Fitzhugh and there **at least two alternatives** which do not affect the only residential community on Fitzhugh. These are
a. Using the first part of Pauls Valley Road and connecting a new road at the end by Argus Cider. That road has industrial units on one side which would benefit from it and there is much undeveloped land to the right and between it and RR12.
b. Another possibility is to take the Road off Fitzhugh at, say Austin Stables (where there is unused land) and then run it to RR12.

The benefits of the two alternatives is that they don't run through a new $7.5m wilderness area and don't impact the lives of a whole community (plus Saratoga Hills) who have chosen to live a rural idyll.

Safety:
Your plan takes land away from residents and does not improve the safety of the area at all. This plan appears to favour as yet unknown residents over current residents. This weekend I walked my dogs 14 miles around Big Country. With the proposed road I would not have felt safe with visitors having ingress and egress from the neighbourhood increasing the number of cars and crime, which hitherto has been all but absent. Additionally, I walk every day I can categorically say that this is a safe neighbourhood. Additionally, proper changes to 290 would address the crash problems on that road and the widening of Fitzhugh will also increase safety. Our neighbourhood, where animals and children can wander safely will lose its character and safety.

The safety of the environment does not seem to have been considered, increased pollution brings increased breathing problems for young and old and the safety of our wildlife has not apparently been considered at all. The fact that this road is planned to bisect a newly protected wilderness area!

One of us works in artificial intelligence. **This is supposed to be a future plan but it doesn't address the future at all**. **It merely envisages the future will look like the present**. That is simply not so with drones, autonomous car and more remote working and job loss through automation. IF those questions are addressed there must be real doubt the the road is needed. This also speaks to safety, **autonomous vehicles and drone delivery will take cars off the road and those which remain will be much safer than human driven vehicles. This negates the need for more roads in the future**. You should instead be thinking about truck parks from which drones can operate and making roads friendly for autonomy.

As to the impact on our neighborhood:
We have not been told of any comprehensive outline for the acquisition of our land, if any, or payment for diminution of value. The road will bring crime to our neighbourhood which is safe at the moment. When walking we rarely encounter anyone, this is a rural community and the road will kill it. We seek to protect not just our own way of life but for our neighbours. Currently people from outside the area could visit and use the roads we walk but if there is a road running through this area, the whole will be irredeemably destroyed. Additionally, we have been told nothing about utilities, waste water , electricity and more which will be needed for this scheme to happen. Indeed, the number of things we have not had access to shows a lack of interest in the welfare of citizens of this neighborhood by our elected representatives.

Currently our road has 10 houses and only the individuals and their visitors use the road. This provides the tranquillity we all wanted when we moved here and means there is little of any type of pollution, traffic noise or risks to our neighbors or us. However, if the road is built, we will be plunged into a town like environment with all the problems we moved here to avoid and abhor. Whereas, currently, we live on a private caliche road we will have large amounts of traffic on a paved road. This will bring noise, environmental, light pollution and will lead to lack of safety for those of us using our road as people drive on the new road much more quickly than they can on our road where we deliberately don't mend the potholes.

Ours is the only established community off Fitzhugh. It is inconceivable that you would wish to destroy a residential area which has existed for 50 years when there are alternatives. Thousands of people will be adversely affected, force to move, leave their homes or have their safety and way of life destroyed.

What is the point of the Road?

We remain unconvinced of the necessity of the road. Traffic can get to the same places via Fitzhugh Road which will become a major highway. Furthermore, *according to the published Dripping Springs Proposed Development plan, no future developments are planned, or have been applied for, in the area surrounding Summit Pass, Trail Driver, and High Sierra.*

Therefore, the proposed Minor Arterial Thoroughfare is not needed, and is warranted completely obsolete by the DS TMP itself.

As requested, we provided feedback through the online TMP Open House #2. However, the Master Plan shows such immense changes to our neighborhood, our property, and way of life that we felt compelled to contact you with our concerns.

In conclusion, we cannot give our support to the inclusion of our neighborhood area in the Dripping Springs Transportation Master Plan as it is currently proposed.

We call on you to reach out directly to us, and our neighborhood community, right away. We invite you to visit and see the neighbourhood and our concerns for yourself. We would be glad to host you.

Respectfully,

Kay Firth-Butterfield and Walter Burrough

List of grievances from the neighbourhood residents:

1. Monumental increase in traffic, this will make our property particularly noisy as we already have Paul's Valley Road on one of our boundaries.
2. Monumental increase in environmental pollution. There is hardly any pollution at the moment with only the local traffic passing with only 10 houses on the entire caliche road.
3. Monumental increase in vehicle pollution.
4. Monumental increase in light pollution;
5. Monumental increase in noise pollution.
6. Monumental increase in the risks of vehicles who travel at excessive speeds past the speed limit.
7. No proposals on how the area will be monitored safely with the increase in traffic in the proposed plan.
8. No studies, publicly presented or published on the environmental impact to our area with the implementation of the proposed Transportation Master Plan.
9. No studies, publicly presented or published on the environmental impact to Cambrian Creek with the implementation of the proposed Transportation Master Plan.
10. No studies, publicly presented or published on the environmental impact to any aquifer recharge zones with the implementation of the proposed Transportation Master Plan.
11. No studies, publicly presented or published on the environmental impact to Barton Creek with the implementation of the proposed Transportation Master Plan.
12. No studies, publicly presented or published on the environmental impact to our groundwater supply and potential pollution of our private residential water wells with the implementation of the proposed Transportation Master Plan.
13. No studies, publicly presented or published on the environmental impact of the removal of the 3 Historic Oaks that are over 400-years-old in the neighborhood with the implementation of the proposed Transportation Master Plan. What fees will be imposed?

14. No studies, publicly presented or published on the environmental impact of the removal of the Heritage Oaks in the neighborhood with the implementation of the proposed Transportation Master Plan. What fees will be imposed?
15. No studies, publicly presented or published on the environmental impact of the removal, destruction and death of the local wildlife with the implementation of the proposed Transportation Master Plan.
16. No studies have been publicly presented or published on the environmental impact of the local endangered species (Golden Cheeked Warbler, The Melanastic White Tail Deer)that have been seen in the area of Trail Driver, Summit Pass and High Sierra
17. No comprehensive outline has been publicly presented or published on the acquisition of private lands and properties for public use.
18. No comprehensive outline has been publicly presented or published on the cost of this plan.
19. No comprehensive outline has been publicly presented or published on the cost of maintenance once this plan has been implemented.
20. No comprehensive plan has been publicly presented or published on the absence of public utilities on Summit Pass.
21. What is the cost of installing public water, wastewater, and electric lines from Trail Driver all the way down Summit Pass?
22. What is the cost of installing public water, wastewater, and electric lines across the 60+ raw acres of private land at the end of Summit Pass?
23. No comprehensive outline has been publicly presented or published on the installation of fire hydrants, emergency call boxes, road signage and emergency road illumination on the proposed path of the Transportation Master Plan.
24. No comprehensive outline or plan has been publicly presented or published on the rate of payment that property owners would receive if their lands are deemed “required lands” that the Transportation Master Plan needs.
25. No comprehensive outline or plan has been publicly presented or published on the rate of payment that property owners would receive if eminent domain is enacted regarding the acquisition of their property is imposed.
26. No comprehensive outline or plan has been publicly presented or published on the rate of decrease in personal property value due to the TMP traffic thoroughfare.
27. No comprehensive survey or meeting has been conducted, collected, published or publicly presented on the feelings and opinions of the people and neighborhoods directly affected by the DS TMP.
28. No comprehensive outline or plan has been publicly presented or published on the legality of using Extra Territorial Jurisdiction (ETJ) lands for a City of Dripping Springs Transportation project.
29. No consultation disclosure The City of Dripping Springs conducted in partnership with any Urban Planning firm or company has been publicly presented or published.
30. Was a certified, reputable, established Urban Planning firm or company consulted? Name the company and publish their findings.
31. No comprehensive outline or plan has been publicly presented or published on where the public will park their cars if the public will park and use the nature areas.
32. No comprehensive outline or plan has been publicly presented or published on where the traffic lights will be installed on Trail Driver.

33. No comprehensive outline or plan has been publicly presented or published on how the proposed 4 lane Fitzhugh Road will transition to the 2 lane Trail Driver.
34. No comprehensive outline or plan has been publicly presented or published on if a traffic light will be needed at the "Triangle" in the Big Country neighborhood where Trail Driver forks.
35. Properties off Trail Driver and Summit Pass are not in the ETJ. These properties opted out of the Dripping Springs ETJ in the 1980's. How then can these properties be forced to participate in the DS TMP?

Dear Representatives of the City of Dripping Springs,

I am writing to provide direct feedback about concerns I have regarding the currently proposed inclusion of my neighborhood community in the Transportation Master Plan (TMP). My area includes the streets of Trail Driver, Carol Ann, Summit Pass, High Sierra, and the privately owned undeveloped land at the end of Summit Pass.

Here are a few of my concerns:

1. No comprehensive outline has been publicly presented or published on the acquisition of private lands and properties for public use.
2. No comprehensive outline has been publicly presented or published on the cost of this plan.
3. This plan would split my property right down the middle making its value decrease.
4. This planned road would come very close to my house making noise pollution increase.
5. No comprehensive outline has been publicly presented or published on acquisition of private lands and properties for public use.
6. No comprehensive outline has been publicly presented or published on the cost of this plan.
7. According to the published Dripping Springs Proposed Development plan, no future developments are planned, or have been applied for, in the area surrounding Summit Pass, Trial Driver, and High Sierra. Therefore, the proposed Minor Arterial Thoroughfare is not needed, and is warranted completely obsolete by the DS TMP itself.

As requested, I provided feedback through the online TMP Open House #2. However, the Master Plan shows such immense changes to our neighborhood, my property, and way of life that I felt compelled to contact you with my concerns.

In conclusion, without clarification and communication from the Dripping Springs City Representatives who are chairing this transportation project, I cannot give my support to the inclusion of my I neighborhood area in the Dripping Springs Transportation Master Plan as it is currently proposed.

I call on you to reach out directly to me, and our neighborhood community, right away.

Respectfully, John S. Chalmers

December 1, 2020

To: Representatives of the City of Dripping Springs, Members of the Planning & Zoning Commission, Transportation Commission, and City Council

Subject: Input, comments, and feedback regarding the proposed Transportation Master Plan as it relates to the Big Country neighborhood and to the affected homeowners on High Sierra

Dear Representatives of the City of Dripping Springs,

I am writing to provide direct feedback about concerns I have regarding the currently proposed inclusion of my neighborhood community, Big Country, in the Transportation Master Plan (TMP). My area includes the streets of Trail Driver, Carol Ann, Summit Pass, High Sierra, and the privately owned undeveloped land along Cambrian Creek between the end of Summit Pass and the properties on High Sierra.

First, I would like to express my extreme disappointment that there was apparently no process to notify property owners in the Dripping Springs ETJ that a Transportation Plan was being formulated that would affect them. We were not provided the opportunity to give feedback at the first Public Meeting; fortunately, one of our neighbors alerted us to the second Public Meeting on the TMP so I hope our input is not too little, too late.

My comments relate to the new Minor Arterial and Shared Use Paths proposed to start on Fitzhugh Road, through Big Country via Trail Driver and Summit Pass, across Cambrian Creek, through four residential properties on High Sierra, then across residential properties and undeveloped land along Trautwein Road, and across more undeveloped ranch land to RM 12. My personal interest is as the owner of one of the four properties on High Sierra that this road would pass through. I have lived on this property for 35 years, and am recently widowed and retired. I love living on my wild ten acres on a quiet caliche road, and I was planning on making improvements to enable me to age in place for the next fifteen to twenty years. Those plans are now on hold as it appears that the road would either take my house, rendering the "' remainder of the property unsuitable, or take a strip along the property line, leaving me with a view of a busy street with its attendant noise, light pollution, air pollution, runoff, and safety concerns.

Without having been privy to discussions about the reason for this road, it appears that the purpose might be to provide a cut-through from Fitzhugh Road to RM 12 in order to open up new land for development. This is wrong for many reasons, the main one being that it would damage an existing neighborhood in favor of people who will move here from outside the area in the future. While development can be a net positive, it should not be done at the expense of existing long-time residents. According to the Dripping Springs Proposed Development Plan, there are no future developments that are planned or have been applied for, in the area surrounding Trail Driver, Summit Pass, and High Sierra, so there is no need or justification for this road based on the needs of the immediate area. Additionally, looking at the Proposed

Development plan, the road would pass through large tracts of existing ranch land that contain no planned future developments

With respect to the proposed road itself, I would like to make the following comments:

- With the expansion of Fitzhugh Road to four lanes according to the CAMPO 2045 Transportation Plan, the current bottleneck at the narrow bridge over Barton Creek would be eliminated by a bridge matching the newly widened roadway. That would speed up the time to travel to RM 12, and would alleviate any need for a back way to cut through to Trautwein when the creek is high. The distances are short enough that a possibly five-minute faster route from Big Country to RM 12 would not justify the destruction and expense that the new Minor Arterial would involve.

- The proposed road would cross Cambrian Creek between the end of Summit Pass and High Sierra. Cambrian Creek is in the bottom of a little canyon, and the terrain between the end of Summit Pass and High Sierra, down to the creek and back up, is steep enough that a bridge over the creek would be required. This would add considerably to the cost of the new road, particularly if the bridge would have to accommodate bike and pedestrian paths.

- The land along Cambrian Creek is truly a pocket wilderness area, with as a wide diversity of native plant and animal species, including resident endangered species. Having a road and/or bridge pass over it would unavoidably damage it with runoff, noise, light pollution, and air pollution, not to mention litter. Cambrian Creek drains into Barton Creek; increased silt caused by construction and pollution from runoff from a completed road would end up in Barton Creek.

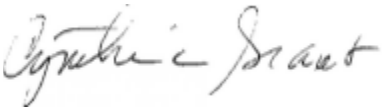
- Given that the risk to Cambrian Creek is obvious, have any environmental impact studies been done on the proposed route of the road? If not, how long would it take to do them, and how much would they cost? How much would ongoing mitigation measures cost? Rather than subject the neighborhood and property owners to possibly years of uncertainty caused by the environmental review process, it would be better to remove this road from the TMP and let people in our neighborhood get on with their lives.

- The entire area of the proposed road between Fitzhugh Road and the large Approved Subdivision along RM 12 shown in green on the Potential Development Map shows no tracts depicted as Approved, Development Agreement Approved, Future Potential, Pending Approval, Preliminary Planning, or Under Construction or Review. So, what is the purpose of the road through this area? It is not needed to access any of this land on which no developments are planned, and the one Approved Subdivision has plenty of access via a long stretch of RM 12. This private ranchland provides open space for wildlife and for the activities and interests of the owners. The road would deprive the owners of the full enjoyment of their land for no public purpose, and would be very expensive for the taxpayers. I'm sure that if the route were to be surveyed more critical environmental areas along the route would be discovered, similar to Cambrian Creek, that would raise the cost even more.

In summary, this Minor Arterial from Fitzhugh Road via Summit Pass, over Cambrian Creek and past High Sierra, is unnecessary, causes harm to existing property owners, is environmentally harmful, and spends taxpayer money that would be better used elsewhere. I urge you to remove this road from the TMP, saving the taxpayers money, removing the threat to Barton Creek, and taking the cloud off of the property values of the residents of Big Country and others along the proposed route.

I strongly urge you to remove this road from the Dripping Springs Transportation Master Plan.

Respectfully,



Cynthia Grant

I have lived on Darden Hill Rd all my life and seen changes to it. I am not in favor of the County plan to change it. This plan only connects to 150 and does not address the Jackson creek as it floods. Plus you will be making several families lose land or homes. The plan from the city is a much straighter direct route plus eliminate the creek that floods. This connects to RR 12 and Dripping Springs where most cars are headed anyway. I hope you will consider cost of land, homes and new bridge for the creek and vote for the City plan. Thank You Sandra Ruston. 203 Darden Hill.

Sandy Ruston

The DS Planning and Zoning department has directed me to you for answers to several questions I had
about the draft Transportation Master Plan.

1. The map shows Sunset Canyon South and Dripping Springs Ranch Road becoming collector streets under the proposal. When this proposal was developed, were you aware that Dripping Springs Ranch Road is a private road in a gated neighborhood? I realize that none of the commonly used maps for this area show the road to be private, but was HDR aware of it?
2. The plan also shows an example of what a 2-lane neighborhood collector divided street would look like. Also, the plan indicates these streets would be shared use. However, there is no information about the width of this type of street and the shared-use paths. How wide would one of these streets be, and how much total right-of-way would be required to build one? Thank you for taking the time to address these questions!

Best,

Douglas deVidal

Dear TXDOT, Dripping Springs City Council Members, and Hays County Commissioner's Office

You are probably already receiving inputs from citizens in Northern Hays County and South Travis County regarding the various safety concerns on FM1826 from HWY290 to FM150. To name a few concerns:

1. Skyridge development with THREE planned entrances on FM1826 across from an already busy area – Sports Academy and the Hindu Temple.
2. FM1826 in general. There were 2 fatalities at the bottom of the big hill between HWY45 and Bear Creek subdivision entrance just last December 2019. Pre-Covid traffic was already getting excessive for the 2-lane road. Hays County Commissioner reported 19 years ago the 20 year plan was for FM1826 to be an 8-lane road between HWY290 Slaughter Ln and 4-lane between Slaughter Ln and FM150. A few center turn lanes were constructed over the years but is superficial for the traffic the road is supporting and will support in the future.
3. South entrance of JD Convenience Store (FM1826/HWY45) – no light (numerous accidents)
   -Acknowledge is Travis County
4. Meridian entrance on FM1826 (two fatalities last week)
   -Acknowledge is Travis County
5. CVS entrance on FM1826 (same type of configuration)
   -Acknowledge is Travis County

6. The new HEB at HWY290W and FM1826 and congestion that will bring given number of fatalities and wrecks historically at this intersection
   -Acknowledge this is in Travis County

There are too many subdivisions being built along FM1826 for the volume this 2-way roadway can safely manage but there appears to be no constraint on ongoing housing/subdivision approvals. There were also numerous other wrecks, fatalities, and reports of very unsafe driving along the entire stretch over the past 20 years. Most recent concern is the approval of the Skyridge subdivision which is planned to include THREE entrances to FM1826 along a very dangerous stretch just across from the Hindu temple and the Sports Academy. PLEASE apply reason and humanity to mitigating risk to citizens' lives until FM1826 can be upgraded to a 4-lane highway per the 20 year plan (19+ years ago). Please see below for additional documentation for your reference. I sincerely appreciate your consideration….

Best Regards,

Duane Cripe

Dear Representatives of the City of Dripping Springs,

I am writing to provide direct feedback about concerns I have regarding the currently proposed inclusion of my neighborhood community in the Transportation Master Plan (TMP). My area includes the streets of Trail Driver, carol Ann, Summit Pass, High Sierra, and the privately owned undeveloped land at the end of Summit Pass. Here are a few of my concerns:

1. This is a pristine ecosystem, providing an increasingly rare greenbelt for wildlife. We do not need to develop everywhere in Hays County.

2. I am against this proposed minor arterial due to increased traffic, danger to children and it will completely disrupt my quiet and peaceful neighborhood that I have lived in since 1985.

3. If Fitzhugh Road has a 4 lane bridge over Barton Creek (as planned), there will be no need for an alternate way to access Trautwein Road from Fitzhugh Road. In my opinion, this makes the proposed Fitzhugh to Trautwein road a road to nowhere and a total waste of taxpayer money.

4. Please focus instead on Fitzhugh Rd and making it safer. Please do not disrupt the way of life for an old established neighbor (Big Country).

5. An minor arterial roadway would certainly affect the Golden Cheeked Warblers in this cambrian Creek area, Barton Creek and environmentally impact to the groundwater supply and pollute private residential water wells.

As requested, I provided feedback through the online TMP Open House #2. However, the Master Plan shows such immense changes to our neighborhood, my property, and way of life

that I felt compelled to contact you with my concerns.

In conclusion, without clarification and communication from the Dripping Spring City Representatives who are chairing this transportation project, I cannot give my support to the inclusion of my neighborhood area in the Dripping Springs Transportation Master Plan as it is currently proposed.

I call on you to reach out directly to me, and our neighborhood community, right away.

Respectfully,

Geoffery Jackson

Harmon Hills and Springlake Connector

1) The funding for this Master Plan (MP) is unclear. There is language in the Frequently Asked Questions (FAQ) that indicates any of the proposed roadways are responsibility of Hays County. The funding will be an important issue as no one in many of the proposed developments will want their taxes raised to fund this plan. And, if any federal funds are used, there will be a requirement to comply with the National Environmental Policy Act, which will require prepartation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). This would possibly appy to any state funds that have federal funds associated with them. Any developer funded roadways etc., will be required to comply with all federal and state laws as well.

2) There is no demonstated Purpose or Need for the connection from Ranch Road 12 to Bell Springs that goes through Springlake and Harmon Hills. The residents of Springlake and Harmon Hills do not see the need for this as it will disrupt two neighborhoods with no real benefit, except taking of private property and environmental degredation. Most residents are opposed to this collector segment.

3) This segment will aso increase the cut-through traffic in Harmon Hills. There will be increased traffic down other parts of Harmon Hills Road. The roads in Harmon Hills are designed for low numbers of residential traffic and not for commercial vehicle use. This will place burden of lower quality roads on residents in Harmon Hills as some of these roads are not designated county roads.

4) Environmental issues will be numersoul. This is an ecologically sensitive area with the shallow soil layer and lack of moisture. The increase in erosion potential will be significant. The loos of vegetation and increases impervious cover will decrease the amount of rainfall into the aquifer, adding to the water supply concerns in an area that is already stressed with water supply issues. This could impact the habitat for several federal and state listed species, the Black-capped Vireo and Golden-cheeked Warbler, for example, as well as several other listed terrestrial and aquatic species. The water quality in Barton Creek may be impacted as well and associated aquatic species.

Bell Springs Road

1) No demonstrated Purpose and Need has been provided; Bell Springs current residents do not want

this type of improvement. To improve Bell Springs Road to the level shown would require much taking of private property and would have significant environmental impacts.

2) One option to make Bell Springs safer would be to add shoulders, not lanes. This could possibly be done within the current right-of-way. To increase the safety of Bell Springs Road a stoplight could be added at the entrance to Harmon Hills as well as the entrance to Bella Vista, depending on where it is located. These stoplights would have to be preceded by warning signs north and south of lights as visibility is poor along much of Bell Springs.

3) The crossing at Barton Creek would be very problematic, both from private property issues as well as environmental issues. To straighten that section and provide anything but an updated low water crossing would have an significant environmental impact on water quality as well as potential impacts to federal and state listed terrestrial and aquatic species.

Kathy Boydston

Dear Representatives of the City of Dripping Springs,

I am writing to provide direct feedback about concerns I have regarding the currently proposed inclusion of my neighborhood community in the Transportation Master Plan (TMP). My area includes the streets of Trail Driver, Carol Ann, Summit Pass, High Sierra, and the privately owned undeveloped land at the end of Summit Pass.

Here are a few of my concerns:

1. No comprehensive outline has been publicly presented or published on the acquisition of private lands and properties for public use.
2. No comprehensive outline has been publicly presented or published on the cost of this plan.
3. This plan would split my property right down the middle making its value decrease.
4. This planned road would come very close to my house making noise pollution increase.
5. No comprehensive outline has been publicly presented or published on acquisition of private lands and properties for public use.
6. No comprehensive outline has been publicly presented or published on the cost of this plan.
7. According to the published Dripping Springs Proposed Development plan, no future developments are planned, or have been applied for, in the area surrounding Summit Pass, Trial Driver, and High Sierra. Therefore, the proposed Minor Arterial Thoroughfare is not needed, and is warranted completely obsolete by the DS TMP itself.

As requested, I provided feedback through the online TMP Open House #2. However, the Master Plan shows such immense changes to our neighborhood, my property, and way of life that I felt compelled to contact you with my concerns.

In conclusion, without clarification and communication from the Dripping Springs City Representatives who are chairing this transportation project, I cannot give my support to the inclusion of my I neighborhood area in the Dripping Springs Transportation Master Plan as it is currently proposed.
I call on you to reach out directly to me, and our neighborhood community, right away.

Respectfully,

John S. Chalmers

We have been residents and property owners in the Harmon Hills, Douglas Estates area since February 1989 when we purchased our property. We are vehemently opposed to the proposed connecting road from RR 12 to Highway 290 through our nature-filled property.

We had a neighborhood meeting on November 23, 2020, and we all have collective concerns with this proposal. Attached are some of the items that were discussed:

1. We bought properties in this subdivision BECAUSE there were tiny roads and closed loops, NOT allowing for hundreds of cars a day through our neighborhoods.
2. We highly VALUE the tranquil, quiet, pristine, undeveloped, nature-filled land, under star-filled, dark skies that we still enjoy and pay taxes on.
3. We are 100% COMMITTED to taking whatever steps necessary to preserve our rights to the continued quiet enjoyment of these beautiful acres of which we are the proud stewards and caretakers.

Here are just a few of the things we are passionate about preserving and we know that a new, connecting road through ANY part of our land would permanently desecrate:

- WILDLIFE: Foxes, armadillos, porcupines, opossum, raccoons, roadrunners, Woodhouse Scrub Jays, cardinals, hummingbirds, blue jays, tufted titmouse, horned toads, squirrels, rabbits, and deer all freely roam these lands. WE WANT our amazing wildlife alive and any other option is not acceptable.
- SAFETY: Our children and pets are not prepared for the undoubted threat that these small, safe roads they are accustomed to walking and crossing will become, if annexed to highly trafficked thoroughfare. WE WANT our children, pets, and residents to be safe as we walk and visit with each other throughout our neighborhood.
- DARK SKIES: We can still see the stars at night. We LOVE seeing the stars. WE WANT our dark, star-spangled skies. The increased light pollution of a connecting road would destroy our dark skies possibly forever.
- QUIET: We all bought property in Dripping Springs and specifically in the Harmon Hills area, because WE WANT a peaceful and quiet home to return to after work every day. These pristine lands provide a respite that we already see is changing WAY too fast in Dripping Springs. We purchased property here to get away from the cacophony of noise pollution.

- ECOLOGY: Many of the properties where the connecting road is proposed, include a wet weather "creek" that is a tributary to Barton Creek. The added pollution that this overbearing road would allow, will threaten the fragile Barton Springs eco-system that is already imperiled. A bridge would have to be constructed and maintained to allow passage over this creek. This added cost to build and maintain needs to be discussed, as well as expelling the current wildlife from their domain.

The seeming unfettered approval of dozens and dozens of home developments, apartment complexes in our once delightful community, added to the requisite retail and commercial infrastructure to support that tidal wave of incoming residents, is beyond frustrating.

The reasons anyone wants to visit or live in Dripping Springs are disappearing alarmingly quickly with proposals such as this.

We are respectfully requesting the current connecting road proposal be permanently removed. We also suggest that proposals such as this one be abandoned. We do not want the devastation to so many resident's quiet enjoyment of our homes now or later. We do not want to have to continually wonder if this is the year the developer's money wins, and we are driven from our homes.

This is our first step. We have also contacted Save Our Springs on how this would affect us all. We are prepared to take next steps to involve the media, legal representation and grass-roots campaigns if necessary. We sincerely hope that this will not be necessary.

Best regards,

Lyndel and Connie Shelburn

Dear Representatives of the City of Dripping Springs,

I am writing to provide direct feedback about concerns I have regarding the currently proposed inclusion
of my neighborhood community in the Transportation Master Plan (TMP). My area includes the streets
of Trail Driver, Carol Ann, Summit Pass and High Sierra. Here are a few of my concerns:

1. The large Big Country subdivision is an old establish subdivision with lots sizes 1-10 acres. I have lived
here for 35 years. There is no need for additional roads in this area. The acreages are an awesome habitat for wildlife and with the growth in Central Texas, wildlife needs a place to live.

2. A road in this area would certainly affect my water well (and my neighbors), Cambrian Creek and Barton Creek.

3. If Fitzhugh Road has a 4 lane bridge over Barton Creek (as planned), there will be no need for an alternate way to access Trautwein Road from Fitzhugh Road. In my opinion, this makes the proposed Fitzhugh to Trautwein road a road to nowhere and a total waste of taxpayer money.

4. The large Big Country subdivision is an old establish subdivision. No future developments are planned, or have been applied for, in the area surrounding Summit Pass, Trail Driver, and High Sierra. Therefore, the proposed Minor Arterial Thoroughfare is not needed, and is warranted completely obsolete by the DS TMP itself.

5. No studies have been publicly presented or published on the environmental impact to our groundwater supply and potential pollution of our private residential water wells with the implementation of the proposed Transportation Master Plan.

As requested, I provided feedback through the online TMP Open House #2. However, the Master Plan shows such immense changes to our neighborhood, my property, and way of life that I felt compelled to contact you with my concerns.

In conclusion, without clarification and communication from the Dripping Spring City Representatives who are chairing this transportation project, I cannot give my support to the inclusion of my neighborhood area in the Dripping Springs Transportation Master Plan as it is currently proposed.

I call on you to reach out directly to me, and our neighborhood community. Thank you for taking the time to read my concerns.

Respectfully,

Marilyn Jackson

Entering Big Country from Fitzhugh Road requires turning onto Trail Driver and passing through the facilities of Molecular Rebar Design, a carbon nanotube factory. Worse case scenario of a fire in this facility, with the hazardous materials on premises, would require the following items not yet in place:

1. A half mile isolating distance
2. A HAZMAT team (which Dripping Springs does not have)
3. An emergency plan
4. A warning system for the Big Country neighborhood
5. An emergency exit for evacuation of Big Country residents and EMS access to Big Country (April 2013 West Fertilizer Company explosion and its proximity to residential development , and the deaths of first responders not being aware what they were facing comes to mind)

Under the existing circumstances a through road (Trail Driver, Summit Pass, Trautwein)

directing additional traffic through this facility does not make sense. The proposed route requires the construction of an expensive bridge over Cambrian Creek, not a low water crossing.

For planning purposes and since the Master Plan can go through the middle of properties (Summit Pass to Trautwein), it would be wise to move the egress for Big Country at least a half mile away from the Trail Driver/Fitzhugh intersection towards 290 ie through Jester King to Stunt Ranch to feed into Trial Driver.

The Master Plan should consider an additional emergency exit/entry for the Big Country Neighborhood, deemed an emergency evacuation route for residents and entry for first responders only, it should not be developed as a through road. Not being a planner and looking at the map Paisano Trail and Paisano Pass to High Sierra and the shortest distance to Trautwein seems to be a good emergency evacuation option to make up for Hays County's poor planning in allowing hazardous industry in the middle of a neighborhood and then surrounding it with recreational beer gardens.

The proposed road is not in the interest of your long standing tax paying citizens that live here for over 40 years. It opens the entire properties around Big Country to be developed into industrial and commercial enterprises, not residential, following the current trend and and destroying the beauty of this part of the hill country that these citizens moved here in order to some day retire here. They will find themselves in an unregulated, obviously unrestricted (environmentally or otherwise), uncontrolled, metastasizing commercial/ industrial zone, not the Hill Country they envisioned.

The Passernig Family
Stefan, Mollie Bea and Anna

NEIGHBORHOOD: BIG COUNTRY and HIGH SIERRA
Dear Representatives of the City of Dripping Springs,

I am writing to provide direct feedback about concerns I have regarding the currently proposed inclusion of my neighborhood community in the Transportation Master Plan (TMP). My area includes the streets of Trail Driver, Carol Ann, Summit Pass, High Sierra, and the privately owned undeveloped land at the end of Summit Pass.

Negative Road Impact

We are residents on High Sierra and strongly oppose a road thru Big Country and High Sierra.

Earle Britton has a Masters degree from Harvard University in Urban Design and Planning. There appears to be significant voids of planning policy in the proposed road thru this environmentally sensitive area. There are several reasons that we feel significantly and strongly object to the proposed parallel road to Fitzhugh that is a negative destructive impact of the Big

Country High Sierra community. Our quality of life and our Big Country High Sierra Community would be greatly negatively impacted with the thoughtless decision and improper poor planning of this destructive invasive road. There is no communication of the purpose, need or benefit of this destructive road invasion. There has been no communication of an environmental impact study?

The map proposal shows dividing single family homes and detaching them from the community making them into an island and imposing high traffic and high freeway speeds. Sectioning off homes from its community is breaking many planning policies and restrictions. In zoning that is called spot zoning and has legal implications. That type of planning is destructive and totally unacceptable. Loss of one's home and property is severe. Never in proper planning of cities do the roads purposely destroy and "take" a home and property away from its community. Any home located on a high speed highway has low value and generally consents to commercial uses, which also impacts adjacent property and more commercial property is created. This violates the deed restrictions of our community.

According to the published Dripping Springs Proposed Development plan, no future developments are planned, or have been applied for, in the area surrounding Summit Pass, Trail Driver, and High Sierra. Therefore, the proposed Minor Arterial Thoroughfare is not needed, and is warranted completely obsolete by the OS TMP itself.

The expense vs the benefit is not justified.

The planning department has obviously not studied the topography and steep grades of slope deferential of this area or the many creeks, canyons and grottoes that are a burden to road planning and construction. The expense vs the benefit is not justified. There is NO benefit to building this road. The excessive costs of building two major bridges in such a short distance for a small distance to Trauwein with a distance already so close to Fitzhugh.

The impact of such a poor plan is a burden to the taxpayer and a huge cost to the Big Country High Sierra community that cause destruction and loss of homes and life quality. Sensitive wildlife loss will be unnecessary and inexcusable. There is devastating loss not only to the adjacent and nearby properties, but the properties in the entire community have terrible negative impacts. The environmental impacts of pollution, noise, lights, crime are life changing and debilitating. Crime opportunity is prevalent especially in access and egress locations of roads such as the proposed. This poorly planned invasion of an unnecessary road destroys environmental integrity, livestock sustainability and wildlife.

We located here to live our lives in peace and tranquility free from the fumes of cars and trucks, free from the noise of close roads. The air quality is extremely important to my family, as an asthmatic who is sensitive to car and truck exhaust fumes will ruin the health of my family. A road proposed thru this neighborhood will destroy the integrity of this environmentally sensitive area. The road will destroy our ability to exist here. We see no purpose in this arbitrarily placed road. It does not benefit us or our community. The road destroys our property values. There is already Trauwein Road nearby and vehicles can get to 290 using Trautwein Road. The destruction of Big Country community would have a huge public cost not only in property value

purchases, but in the construction of two substantial bridges and dangerous slope and grade concerns. The proposed road also has the alternatives to begin at Trautwein Road which would save this community and the cost of two expensive bridges could be omitted. Our quality of life and our Big Country High Sierra Community would be greatly negatively impacted with the thoughtless decision and improper poor planning of this destructive invasive road.
As requested, I provided feedback through the online TMP Open House #2. However, the Master Plan shows such immense changes to our neighborhood, my property, and way of life that I felt compelled to contact you with my concerns.

In conclusion, without clarification and communication from the Dripping Spring City Representatives who are chairing this transportation project, I cannot give my support to the inclusion of my neighborhood area in the Dripping Springs Transportation Master Plan as it is currently proposed.

Respectfully,

Paula Britton
Earle Britton

To the City of Dripping Springs,

Summit Pass is a narrow cul-de-sac that serves the access and egress of only a few homeowners. It was never intended to be a major thoroughfare. To change it would threaten the placid nature of the Big Country neighborhood, require a bridge over Cambrian Creek, and disturb a natural conservation reserve.

Anticipated growth in traffic can best be handled by making improvements to existing numbered routes like Fitzhugh and Trautwein.

Yours truly,
Robert M. Gillespie

Dear Ms. Padilla,

Thank you again for our extremely productive meeting on 12-4-20. The residents of Big Country truly feel you will hear our feedback & take it into consideration. We trust you – Thank you!

Here are a few letters from our community members who were not comfortable leaving open house comments. Most letters are from prior toto our meeting on 12-4-20. However, I gave these elderly residents my word and would deliver these to City Hall, and I must honor my word to them.

Thank you again Ms. Padilla. You are a great steward of the City of Dripping Springs.

Sincerely, Tara Ewing Big Country Resident.

Hi,

My wife and I recently heard about a plan to turn Sunset Canyon South into a collector road for the planned arteries around Sawyer Ranch Road and Darden Hills Road. There has been much discussion on Next Door and there seems to be near universal disapproval for this plan from our neighbors.

Sunset Canyon South consists of several small, poorly maintained roads that frequently develop repeated pot holes. The hill at 290 has poor visibility and adding any additional traffic from the minor road would be dangerous. The neighborhood streets also have limited visibility due to a number of hills. Deer frequently block the roads and dart out in front of cars, bringing the little traffic that exists to a stand-still. People often walk on the gravel edges of the road (as there is no sidewalk, nor room for one), and children play and ride bikes. While nicer roads are great, we don't want them at the expense of becoming a collector street with increased traffic. Please repair the road without expanding it. The quiet, rural atmosphere is what most of us love about this area.

We have also heard that there is an attempt to build the connecting road through private ranches, and possibly to expand the road width into the easements in front of people's yards. I don't know if any of this is accurate, but this is not what the folks in this subdivision want for our neighbors who may be affected.

Can you provide us with more information on the specifics of what the exact proposal is for our road (how many lanes, will it be widened, bike paths, easements, etc.)? From the town hall data it appears to be a much wider road than we currently have, with a divider and bike lanes. If you aren't the right person, please let us know who we should speak to, as several of our neighbors are also quite upset.

Thanks,

Jeff & Kristen Trattner

March 31st, 2021 Open House Comments

Hi there,

I attended the open house tonight and there were many comments that drove the meeting extra long. Thus I have held my comments during and I wanted to officially voice my objections via email. The proposed road in this email subject will either run along our property line or completely wipe out our property. The Andrews have stated that there is no plans for development on their ranch that would drive the traffic planning and traffic predictions. I agree with others that the road is redundant of Darden Hill; it will destroy wildlife and uniqueness of this area. Sawyer Ranch Rd is currently a 2 lane road just like the proposed road would be, and today they drive crazy down Sawyer Ranch. I fear that the same will happen with the proposed road causing a safety concern.

Thank you for taking my opinions and providing this open house for public comment.

Jeanine & Branko Hoffmann

Andrea,

I'd like to ask the question of how the Master Transportation Plan (the "Plan") would have roads that would require developer participation but if they go through an area that has little likelihood of redevelopment thus meaning the City wouldn't build the road and the County wouldn't build the road why include it on the Plan?

The area in the southeast quadrant has one or two roads that match that description in that there are few, if any, tracts that are of a developable size that would trigger a requirement for new roads of this magnitude. Following that logic, if there's little or no possibility of development, why show the road in an area that has a low density population that can't raise enough concerns with few voices that can sway the opinion of the decision-makers?

I can appreciate roads being shown that have a high probability of developer participation or of being bonded by the City or County to be built. (The road to the south of Caliterra for instance.) Yet, there are other roads that seem illogical or even overkill for the low existing density and even lower potential for future growth.

I didn't want to intrude in the public hearing with another question since there appeared to be over 100 people in attendance and to respect the opportunities of other's to have a chance to speak, I felt like emailing the question might be a better forum giving the City a chance to register the concern and respond if it feels necessary.

Thanks for the chance to speak this evening at the public meeting. I appreciate all of your time spent working on this.

Best regards,

Jon

Jon Thompson

I strongly oppose this potential highway. It will literally run through my backyard. From the meeting this evening it seems there is no real intent for this to come to fruition. I strongly urge a revision of this map to remove MNR2.

Thank you,
Sarah Mutchler

Blue Creek Property Owners Association (BCPOA)

City of Dripping Springs Mayor and City Council
City of Dripping Springs Planning & Development Department Planning and Zoning Commission
Mr. Walt Smith, Precinct 4 Commissioner
Ms. Erin Zwiener, Representative, House District 45

Re: Blue Creek Property Owners Association; Amended Restrictions and Limitations Blue Creek Ranch Subdivision

Dear Sirs and Madams,

Recently, members of the Blue Creek Property Owners Association (the "POA") met with regard to the enforcement of the Amended Restrictions and Limitations of Blue Creek Ranch Subdivision (the "Deed Restrictions"). The meeting was in response to information that a property within the subdivision would be purchased by a company which is building a development to the east of Blue Creek Ranch in order to construct a road that would be utilized to connect their development to Blue Creek Drive within the Blue Creek Ranch Subdivision.

This letter is to advise you that such a road or roadway would be in violation of the Deed Restrictions and will not be allowed by the POA or the Architectural Control Committee (the "ACC") of the POA. Section 1 of the Deed Restrictions states that "each lot shall be improved and used for private single family residential use and accessory uses thereto, including, without limitation, a garage, guesthouse, and such other improvements as are necessary and customary

incident to single family residential use." Constructing a road across a lot is not a "single family residential use," nor is it "such other improvement as is necessary and customary incident to a single family residential use."

Further, the Deed Restrictions require that the ACC must approve the construction of any improvements that will substantially change the exterior appearance of any tract ofland in the subdivision. The construction of a road across a tract would clearly constitute a material change in the exterior appearance of the property, and would therefore require the approval of the ACC. The POA believes that the ACC will not approve such an improvement due to the negative impact such a road would have on the other property owners in Blue Creek Ranch Subdivision.

Finally, the construction of such a road would also constitute a nuisance under the terms of the Deed Restrictions due to increased traffic and other disturbances that would be inevitable if such a road was constructed.

The company in question has since identified another route for access to Hwy 290. However, Blue Creek Ranch property owners want to ensure that the City Council, City Planning & Development Department, Planning and Zoning Commission, Precinct 4 Commissioner and Representative for House District 45 are aware that construction of any such road by the above mentioned company or any other entity, is not acceptable to the members of Blue Creek POA (as determined by unanimous member vote at the meeting described above), and would be seen as a violation of the Deed Restrictions.

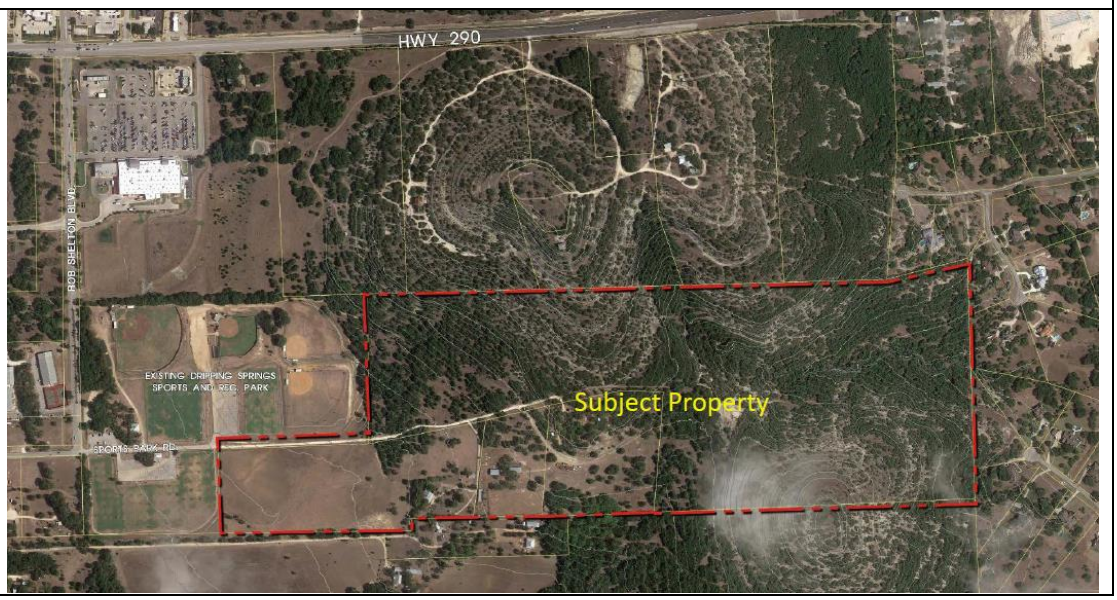
Kind regards,

Connie Wierman
Secretary-Treasurer, BCPOA

City of Dripping Springs

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

Agenda Item Report from: Laura Mueller, City Attorney; Tory Carpenter, Senior Planner; Howard Koontz, Planning Director

Meeting Date:	October 19, 2021
Agenda Item Wording:	**Discuss and consider approval of a Resolution consenting to creation and operation of a Municipal Utility District Number 1 regarding three tracts covering approximately 112 acres of the Cunningham, Mokhtarian, and 740 Sports Park Tracts south of 290 and east of RR 12 adjacent to Sports Park Road and the Sports and Recreation Park.** *Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC*
Agenda Item Requestor:	Matthew Scrivener, P.E., Austin Land Innovations, LLC
Applicant:	Matthew Scrivener, P.E., Austin Land Innovations, LLC
Owner:	Mokhtarian, Denbow, Cunningham
Staff Recommendation	Provide recommendations related to this project which will be presented for action on October 19th.
	

Summary/Background:

The applicant is requesting annexation and consent to creation of Municipal Utility District. The property is 112 acres and is located south and east of the Sports and Recreation Park on Sports Park Road. The proposal includes approving three main issues: (1) agree to creation of a Municipal Utility District; (2) approval of the 531 units including townhomes, duplexes, and 50 foot residential lots; and (3) approval of 23.9 acres of parkland being sufficient to meet the parkland dedication requirements. The tract is also proposed to include a 6.5 acre site that could include civic uses, retail, and a park that would complement the development and the Sports and Recreation Park. The Transportation will include a roadway south of Sports Park Road that will connect to Rob Shelton and well as an eastern access from the development to U.S. 290. The right of way for the northbound access will include a wastewater easement needed for the East Interceptor.

Physical and Natural Features:

The property is vacant with tree coverage.

Surrounding Properties:

The western and northern portion of the property is adjacent to the Sports and Recreation Park. The northern portion is also adjacent to vacant land. There has been rapid growth in the core part of the City and this property would be adjacent to primary retail as well as the Sports and Recreation Park.

Utilities:

The City will provide wastewater. Water will be provided by the Dripping Springs Water Supply Corporation.

Consent to MUD approvals:

- Up to 531 residential units (4.7 units per acre)
- 351 single-family townhome and duplex units
- Up to 180 50 ft single family units
- retail, parkland, and GUI uses
- 100% masonry and façade regulations
- Approval of 23.9 acres of open space and parkland plus a town green in an up to 6.4 civic site with potential retail uses and including a centrally located park for the residents
- Includes easement for roadway to 290 that includes a wastewater easement for the East Interceptor

Evaluation under the City of Dripping Springs MUD Policy:

MUD Policy
a) Improvements or services that advance or exceed the City's code of ordinances, take into consideration environmentally sensitive areas, lighting, or natural features within

	the area for development.
	This development will include parkland and trails and will be annexed into the City so that it will be required to follow all city ordinances including landscaping, water quality, and lighting. It is also proposed to provide parkland and a civic site to the City. The property has also agreed to exterior architectural design standards.
b)	Projects that create or enhance parks, trails, recreational facilities, open space benefits that exceed what is required by applicable development and parkland dedication regulations.
	The project is proposing providing property for a City park that could be used as a city square. The project will also pay the Park Development Fee that can be used to enhance parkland in the City.
c)	Projects that improve environmental protection, storm water quality, drainage, and flood control benefits that meet or exceed what is required by applicable development regulations.
	This project will comply with all city water quality regulations and additional regulations will be considered during the Planned Development District rezoning process.
d)	Projects that provide enhanced benefits to improve the public roadway and sidewalk network in the City or the City's ETJ.
	The project will provide two roadway improvements that are in the Transportation Master Plan.
e)	Projects that provide enhanced water and wastewater infrastructure in the City or the City's ETJ.
	This project will assist in providing the easement and construction of the East Interceptor for wastewater.

Planning Department Analysis
Planning staff finds that benefits of this development include the integration to adjacent parkland and variety of housing types. The site's adjacency to the existing Dripping Springs Sports and Recreation Park can benefit residents of the subdivision as well as patrons of the park. The orientation of the proposed retail site can encourage park patrons to walk to the proposed commercial.

The townhome units can provide an opportunity for homeownership for individuals who may not be able to or desire to purchase a detached single-family home. The variety of housing types allows residents to move from one area of the subdivision to another as their housing needs change.

As with any sizable residential subdivision, special care should be taken during Planned Development District negotiations to ensure that on-site amenities are adequate to serve the proposed number of residences. Every residence should be within a reasonable walking distance to on-site amenities.

Commission Recommendations:	N/A
Actions by Other Jurisdictions/Entities:	N/A
Previous Action:	This issue was discussed in closed session in September.
Recommended Action:	Provide specific recommendations related to the density and product proposals and the park proposal.
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, and various development fees.
Attachments:	- Proposed Consent to MUD - Exhibits - Staff Report
Related Documents at City Hall:	Annexation documents.
Public Notice Process:	Notice will be published for the Annexation.
Public Comments:	Comments have not been received.
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-

ANNEXATION ORDINANCE

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY 111.1103 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

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

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

WHEREAS, the City received a written petition from Clinton Cunningham and Dawn Cunningham requesting the voluntary annexation of the area described in Exhibit "A" on _____, 2021; and

WHEREAS, the area identified in Exhibit "A", 15 acres located in the P.A. Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written petition from 740 Sports Park LLC, requesting the voluntary annexation of the area described in Exhibit "B" on _____, 2021; and

WHEREAS, the area identified in Exhibit "B", 17.038 acres located in the P.A Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written from petition Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and as Trustee for Edmund Mokhtarian requesting the voluntary annexation of the area described in Exhibit "C" on _____, 2021; and

WHEREAS, the area identified in Exhibit "C", 79.0723 acres of the P.A. Smith League Survey, the C.H. Malott Survey and the Benjamin F. Mims Survey No. 8, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City Council granted the petitions and allowed City staff to proceed with

negotiating the service agreement with the property owners, in accordance with Section 43.0672 of Texas Local Government Code; and

WHEREAS, the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on October 19, 2021; and

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

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

1. FINDINGS OF FACT

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

2. ANNEXATION OF TERRITORY

A. The property in the area described in Exhibit "A", "B" and "C", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.

B. The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation.

C. An annexation agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code and is attached hereto as part of Exhibit "A", "B" and "C" and incorporated herein for all intents and purposes.

D. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

3. EFFECTIVE DATE

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

4. FILING

A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.

B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.

C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.

D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

5. SEVERABILITY

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

6. PROPER NOTICE AND MEETING

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

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

THE CITY OF DRIPPING SPRINGS:

_____
Bill Foulds Jr.

ATTEST:

_____

Andrea Cunningham, City Secretary

EXHIBIT “A”

EXHIBIT “B”

ROBERT MOKTARIAN, ET AL (80 ACRES)

PETITION REQUESTING ANNEXATION OF TERRITORY IN WHICH THERE ARE FEWER THAN THREE VOTERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/12, 2021.

Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.

A Valadez
Notary Public, State of California

My Commission Expires: 09-23-2024

See attached CA Acknowledgment
10-12-2021 A.V.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On 10-12-2021 (Date) before me, A. Valadez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Robert Mokhtarian (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

A. VALADEZ
Notary Public - California
Los Angeles County
Commission # 2334171
My Comm. Expires Sep 23, 2024

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 A. Valadez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory
Title or Type of Document: _____ Document Date: 10-12-2021
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT A

Property Legal Description:

Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60-D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.

2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.

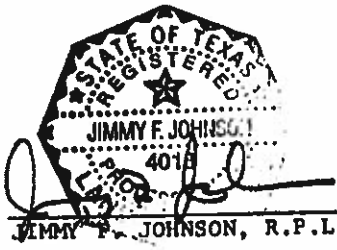
3. S 77°36'53" W for 1026.64 feet to an iron pin found.

4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.

5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



JIMMY F. JOHNSON, R.P.L.S.#4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-415, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2757 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 785, PAGE 605, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2757 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 161, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.64 feet to a ½-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2757 acre tract, and **POINT OF BEGINNING** herein;

2) N 02° 13' 09" W, 60.00 feet to a ½-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2757 acre tract and herein, and

3) N 87° 46' 51" E, 859.70 feet to a ½-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a ½-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2757 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a ½-inch iron rod found on the south line of said 85.2757 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the **POINT OF BEGINNING** containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16746 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-858-2236
Firm Registration No.: 10091700

STATE OF TEXAS
REGISTERED
BRYAN D. NEWSOME
5857
PROFESSIONAL
LAND SURVEYOR

Bryan D. Newsome — Registered Professional Land Surveyor No. 5857 — 13 November 2017 — Date

DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____-____

CONTACT INFORMATION

PROPERTY OWNER NAME Robert McKhtarian

STREET ADDRESS c/o Gregg Bell, 100 Congress Ave. # 2000

CITY Austin STATE TX ZIP CODE 78701

PHONE 512 687.3484 EMAIL gbell@belltowerAustin.com

APPLICANT NAME Matthew Scrivener + John Doucet

COMPANY Dripping Springs Partners LLC

STREET ADDRESS 7401 B Hwy 71 West, Suite 160

CITY Austin STATE TX ZIP CODE 78735

PHONE 512 583.2603 EMAIL jdoucet@dgeateng ineers.com

TYPE OF ANNEXATION APPLICATION

☒ PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNENT CODE 43.0671).

☐ VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

☐ DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Robert Mokhtarian
PROPERTY ADDRESS	
CURRENT LEGAL DESCRIPTION	79.7 Acres ± 1.18 Acres - See Attached
TAX ID#	R17835 ; R 19955
CURRENT LAND USE	Agricultural
REQUESTED ZONING	
REASON FOR REQUEST *(Attach extra sheet if necessary)*	this land is part of a larger development known as the Mokhtarian Project.
INFORMATION ABOUT PROPOSED USES *(Attach extra sheet if necessary)*	multi purpose development, including single family residences, GUI, commercial

APPLICANT'S SIGNATURE

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

* ROBERT MOKHTARIAN
Name

TRUSTEE / OWNER
Title

STATE OF ~~TEXAS~~ California §
§
COUNTY OF ~~HAYS~~ Los Angeles §

This instrument was acknowledged before me on the 12th day of October,
A.V~~201~~ 21 by Robert Mokhtarian.

A. Valadez
Notary Public, State of ~~Texas~~ California A.V.

My Commission Expires: 09-23-2024

See attached CA Acknowledgment
10-12-2021
A.V.

Name of Applicant

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On 10-12-2021 (Date) before me, A. Valadez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Robert Mokhtarian (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

A. VALADEZ
Notary Public - California
Los Angeles County
Commission # 2334171
My Comm. Expires Sep 23, 2024

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 A. Valadez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Annexation Application Document Date: 10-12-2021

Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Applicant Signature _____ Date _____

CHECKLIST		
STAFF	APPLICANT	
☐	☒	Completed Application Form - including all required signatures and notarized
☐	☒	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
☐	☐	PDF/Digital Copies of all submitted Documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☐	Zoning Application (if applicable)
☐	☐	GIS Data
☐	☐	List of requested utilities or services (if any)
☐	☒	Legal Description
☐	☐	Maps
☐	☒	List of Current Uses
☐	☒	Explanation for request (*attach extra sheets if necessary)*
☐	☒	Information about proposed uses (*attach extra sheets if necessary)*
☐	☒	Public Notice Sign - (*refer to Fee Schedule*)
☐	☒	Proof of Ownership-Tax Certificate or Deed
☐	☐	Copy of any Agreements with City including Utility or Development (*if applicable*)
☐	☐	Information related to property's presence in a special district

EXHIBIT "A"

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundery line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.

2. S 89°29'16" E for 2496.82 feet to a 60-D nail found.

3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

EXHIBIT "A"

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.

2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.

3. S 77°36'53" W for 1026.64 feet to an iron pin found,

4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.

5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

STATE OF TEXAS
REGISTERED
JIMMY F. JOHNSON
4018
LAND SURVEYOR

JIMMY F. JOHNSON, R.P.L.S. #4018

EXHIBIT "B"

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-415, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2757 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 785, PAGE 805, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2757 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 871, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 499.64 feet to a ½-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2757 acre tract, and **POINT OF BEGINNING** herein;

2) N 02° 13' 09" W, 60.00 feet to a ½-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2757 acre tract and herein, and

3) N 87° 46' 51" E, 859.70 feet to a ½-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a ½-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2757 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a ½-inch iron rod found on the south line of said 85.2757 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the **POINT OF BEGINNING** containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16746 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-666-2236
Firm Registration No.: 10091700

STATE OF TEXAS
REGISTERED
BRYAN D. NEWSOME
5857
PROFESSIONAL
LAND SURVEYOR

Bryan D. Newsome Registered Professional Land Surveyor No. 5857 13 November 2017 Date

REPRINTED TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **WI-2021-02766**

Payor:	ROEDMOK LLC () 659 W WOODBURY RD ALTADENA, CA 91001-5309	Owner:	MOKHTARIAN ROBERT ETAL (O0023548) % FARIAS JETT & CO CPA 659 W WOODBURY RD ALTADENA, CA 91001

Quick Ref ID:	R17835	Property:	10-0415-0040-00000-4
Owner:	MOKHTARIAN ROBERT ETAL (O0023548) - 100%	Legal Description:	A0415 PHILIP A SMITH SURVEY, ACRES 61.949
Owner Address:	% FARIAS JETT & CO CPA 659 W WOODBURY RD ALTADENA, CA 91001	Situs Address:	SPORTS PARK RD DRIPPING SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2020					
Special Road Dist	2,258,500	0.028800	650.45	650.45	650.45
Hays County	2,258,500	0.392400	8,862.35	8,862.35	8,862.35
Hays County ESD #6 -	2,258,500	0.086490	1,953.38	1,953.38	1,953.38
North Hays County	2,258,500	0.030000	677.55	677.55	677.55
Dripping Springs ISD	2,258,500	1.333200	30,110.32	30,110.32	30,110.32

Total Payment for Property R17835 **42,254.05**
Remaining Balance Due, including other fees, as of 9/28/2021 **0.00**

Quick Ref ID:	R19955	Property:	10-0693-0005-00000-4
Owner:	MOKHTARIAN ROBERT ETAL (O0023548) - 100%	Legal Description:	A0693 C H MALLOTT SURVEY, ACRES 18.30
Owner Address:	% FARIAS JETT & CO CPA 659 W WOODBURY RD ALTADENA, CA 91001	Situs Address:	SPORTS PARK RD DRIPPING SPRINGS, TX 78620

Date Paid: 02/04/2021
Effective Date: 01/31/2021
Station/Till: donnat/Donna's Till
Cashier: DonnaT

REPRINTED TAX RECEIPT

Receipt Number: **WI-2021-02766**

Quick Ref ID: R19955 (continued)

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2020					
Special Road Dist	690,180	0.028800	198.77	198.77	198.77
Hays County	690,180	0.392400	2,708.26	2,708.26	2,708.26
Hays County ESD #6 -	690,180	0.086490	596.94	596.94	596.94
North Hays County	690,180	0.030000	207.05	207.05	207.05
Dripping Springs ISD	690,180	1.333200	9,201.48	9,201.48	9,201.48

Total Payment for Property R19955 **12,912.50**

Remaining Balance Due, including other fees, as of 9/28/2021 **0.00**

Quick Ref ID: R159603

Owner: MOKHTARIAN ROBERT ETAL (O0023548) - 100%

Owner Address: % FARIAS JETT & CO CPA
659 W WOODBURY RD
ALTADENA, CA 91001

Property: 10-0415-0040-00004-4

Legal Description: A0415 PHILIP A SMITH SURVEY, ACRES 1.18, ROW EASEMENT: SPORTS PARK DR

Situs Address: SPORTS PARK DR DRIPPING SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2020					
Special Road Dist	1,180	0.028800	0.34	0.34	0.34
Hays County	1,180	0.392400	4.63	4.63	4.63
Hays County ESD #6 -	1,180	0.086490	1.02	1.02	1.02
North Hays County	1,180	0.030000	0.35	0.35	0.35
Dripping Springs ISD	1,180	1.333200	15.73	15.73	15.73

Total Payment for Property R159603 **22.07**

Remaining Balance Due, including other fees, as of 9/28/2021 **0.00**

Total Payment Amount **55,188.62**

Check Payment (Ref # 8068) Tendered 55,188.62

Total Tendered **55,188.62**

Date Paid: 02/04/2021
Effective Date: 01/31/2021
Station/Till: donnat/Donna's Till
Cashier: DonnaT

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____ 2021, by and between the **City of Dripping Springs**, Texas, a General Rule municipality of the State of Texas, ("City") and **Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian** ("Owners").

RECITALS

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

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 79.0723 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property"); and

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

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

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

b. FIRE SERVICE

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

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

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

d. LIBRARIES

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

e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES

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

f. PLANNING & ZONING

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

g. PARKS & RECREATION

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

h. STREET & DRAINAGE MAINTENANCE

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

i. STREET LIGHTING

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

j. TRAFFIC ENGINEERING

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

k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL

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

l. **WATER SERVICE**
The City is a water provider however, the Dripping Springs Water Supply corporation will be the water provider for this property.

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

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

4. **ANNEXED PROPERTY REQUIREMENTS.**

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

5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right

on any future occasion.

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

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

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

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

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

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

CITY OF DRIPPING SPRINGS

_____
Michelle Fischer, City Administrator

OWNERS

_____
Robert Mokhtarian, Owner

_____
Robert Mokhtarian, Trustee for Edward Mokhtarian

_____
Robert Mokhtarian, Trustee for Edmund Mokhtarian

ATTEST:

_____
Andrea Cunningham, City Secretary

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021, by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021, by Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Trustee for Edmund Mokhtarian, on behalf of said individuals.

By: _____

Notary Public, State of Texas

EXHIBIT A

Property Legal Description:

Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.

2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.

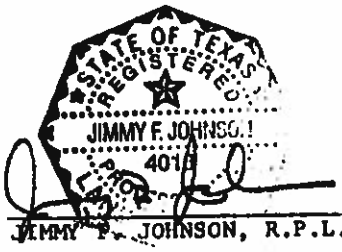
3. S 77°36'53" W for 1026.64 feet to an iron pin found.

4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.

5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



JIMMY F. JOHNSON, R.P.L.S. #4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2757 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 785, PAGE 805, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2757 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.64 feet to a ½-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2757 acre tract, and **POINT OF BEGINNING** herein;

2) N 02° 13' 09" W, 60.00 feet to a ½-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2757 acre tract and herein, and

3) N 87° 46' 51" E, 859.70 feet to a ½-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a ½-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2757 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a ½-inch iron rod found on the south line of said 85.2757 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the **POINT OF BEGINNING** containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1278
16746 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-858-2238
Firm Registration No.: 10091700

Bryan D. Newsome — Registered Professional Land Surveyor No. 5857 — 13 November 2017 — Date

CUNNINGHAM (15 ACRES)

PETITION REQUESTING ANNEXATION OF TERRITORY IN WHICH THERE ARE FEWER THAN THREE VOTERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: _____, 2021.

_____
Clinton Cunningham

_____
Dawn Cunningham

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on _____, 2021 by Clinton Cunningham and Dawn Cunningham.

_____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: D=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

Jimmy L. Johnson
R.P.L.S. #4018

Job #1666 Updated 9-3-93

Tract 2:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO HAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 660.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Hain Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'51" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleala Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

Jimmy [illegible] Johnson, R.P.L.S. #4018

Job #1651 Updated 9-3-93

DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384
Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____-____

CONTACT INFORMATION

PROPERTY OWNER NAME Clinton Cunningham + Dawn Cunningham
STREET ADDRESS 840 Sports Park Drive
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE 512.940.0185 EMAIL clint2011@gmail.com

APPLICANT NAME Matthew Scrivener + John Doucet
COMPANY Dripping Springs Partners LLC
STREET ADDRESS 7401 B Hwy 71 West, Suite 160
CITY Austin STATE TX ZIP CODE 78735
PHONE 512 583.2603 EMAIL jdoucet@dgengineers.com

TYPE OF ANNEXATION APPLICATION

☒ PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNENT CODE 43.0671).

☐ VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

☐ DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	. Clinton Cunningham and Dixon Cunningham
PROPERTY ADDRESS	840 Sports Park. Dr., Dripping Springs, TX
CURRENT LEGAL DESCRIPTION	10 acres and 5 acres - see attached
TAX ID#	R17837
CURRENT LAND USE	Residential
REQUESTED ZONING	
REASON FOR REQUEST *(Attach extra sheet if necessary)*	the 15 acres is part of a larger development known as the Mokhtarian Project.
INFORMATION ABOUT PROPOSED USES *(Attach extra sheet if necessary)*	multi purpose development, including single family residences, GUI, commercial

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Applicant Signature

9.29.21
Date

CHECKLIST

STAFF	APPLICANT	
☐	☒	Completed Application Form - including all required signatures and notarized
☐	☒	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
☐	☒	PDF/Digital Copies of all submitted Documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☐	Zoning Application (if applicable)
☐	☐	GIS Data
☐	☐	List of requested utilities or services (if any)
☐	☒	Legal Description
☐	☐	Maps
☐	☒	List of Current Uses
☐	☒	Explanation for request (*attach extra sheets if necessary)*
☐	☒	Information about proposed uses (*attach extra sheets if necessary)*
☐	☒	Public Notice Sign - (*refer to Fee Schedule*)
☐	☒	Proof of Ownership-Tax Certificate or Deed
☐	☐	Copy of any Agreements with City including Utility or Development (*if applicable*)
☐	☐	Information related to property's presence in a special district

APPLICANT'S SIGNATURE

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

* _____
Name

OWNER Clint Cunningham Dawn Cunningham
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 30th day of September, ~~201~~2021 by Dawn & Clint Cunningham.

_____
Notary Public, State of Texas

KAREN RAY
My Notary ID # 124526790
Expires May 13, 2023

My Commission Expires: _____

_____
Name of Applicant

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.

2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.

2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.

3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

EXHIBIT "A"

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

Jimmy L. Johnson
Registered L.S. #4018

Job #1646

Updated 9-3-93

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Ficola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

Jimmy [illegible] Johnson, R.P.S. #4018

Job #1651 Updated 9-3-93

EXHIBIT "B"

REPRINTED TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2021-1341269**

Payor: 3 BANDIT MANAGEMENT ()
PO BOX 1430
DRIPPING SPRINGS TX 78620

Owner: CUNNINGHAM CLINTON D & DAWN (O0136693)
PO BOX 1430
DRIPPING SPRINGS, TX 78620-1430

Quick Ref ID: R17837
Owner: CUNNINGHAM CLINTON D & DAWN (O0136693) - 100%
Owner Address: PO BOX 1430 DRIPPING SPRINGS, TX 78620-1430

Property: 10-0415-0040-00002-4
Legal Description: ABS 415 PHILIP A SMITH SURVEY 15.00 AC (1.00 AC HS)
Situs Address: 840 SPORTS PARK RD DRIPPING SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2020					
Special Road Dist	328,080	0.028800	94.49	94.49	94.49
Hays County	331,080	0.392400	1,299.16	1,299.16	1,299.16
Hays County ESD #6 -	336,080	0.086490	290.68	290.68	290.68
North Hays County	336,080	0.030000	100.82	100.82	100.82
Dripping Springs ISD	311,080	1.333200	4,147.32	4,147.32	4,147.32

Total Payment Amount	**5,932.47**
Check Payment (Ref # 1115) Tendered	5,932.47
Total Tendered	**5,932.47**
Remaining Balance Due, including other fees, as of 9/28/2021	**0.00**

Date Paid: 02/09/2021
Effective Date: 01/31/2021
Station/Till: Debra/Debra's Till
Cashier:

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____ 2021, by and between the **City of Dripping Springs**, Texas, a General Rule municipality of the State of Texas, ("City") and **Clinton Cunningham and Dawn Cunningham** ("Owners").

RECITALS

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

WHEREAS, Owners owns certain parcels of land situated in Hays County, Texas, which consists of approximately 15 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property"); and

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

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

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

b. FIRE SERVICE

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

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

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

d. LIBRARIES

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

e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES

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

f. PLANNING & ZONING

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

g. PARKS & RECREATION

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

h. STREET & DRAINAGE MAINTENANCE

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

i. STREET LIGHTING

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

j. TRAFFIC ENGINEERING

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

k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL

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

l. **WATER SERVICE**
The City is a water provider however, the Dripping Springs Water Supply corporation will be the water provider for this property.

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

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

4. **ANNEXED PROPERTY REQUIREMENTS.**

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

5. **AUTHORITY.** City and Owners represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

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

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

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

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

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

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

CITY OF DRIPPING SPRINGS

_____
Michelle Fischer, City Administrator

OWNERS

_____
Clinton Cunningham, Owner

_____
Dawn Cunningham, Owner

ATTEST:

_____
Andrea Cunningham, City Secretary

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021, by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021, by Clinton Cunningham and Dawn Cunningham, on behalf of said individuals.

By: _____

Notary Public, State of Texas

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

Jimmy L. Johnson
Jimmy L. Johnson R.P.L.S. #4018

Job #1646 Updated 9-3-93

Tract 2:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO HAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 660.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Hain Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Nicola Bousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Bousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

Jimmy D. Holstone, R.P.S. #4018

Job #1651

Updated 9-3-93

740 SPORTS PARK, LLC (17 ACRES)

PETITION REQUESTING ANNEXATION OF TERRITORY IN WHICH THERE ARE FEWER THAN THREE VOTERS

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/1, 2021.

740 Sports Park, LLC
A Texas limited liability company

By: _____
Name: David Denbow
Title: Manager

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

My Commission Expires: 11-16-2024

REAGAN T. SHEPPERD
Notary Public, State of Texas
Comm. Expires 11-16-2024
Notary ID 129205732

EXHIBIT A

Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'26", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;

2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2858, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;

2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;

3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384
Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____-____

CONTACT INFORMATION

PROPERTY OWNER NAME 740 Sports Park LLC

STREET ADDRESS 837 Bell Springs Rd.

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE 512 264.2767 EMAIL DAVID @ DENBOW COMPANY. COM

APPLICANT NAME Matthew Scrivener + John Doucet

COMPANY Dripping Springs Partners LLC

STREET ADDRESS 7401 B Hwy 71 West, Suite 160

CITY Austin STATE TX ZIP CODE 78735

PHONE 512 583.2603 EMAIL jdoucet@dgeatengineers.com

TYPE OF ANNEXATION APPLICATION

☒ PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNENT CODE 43.0671).

☐ VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

☐ DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	740 Sports Park LLC
PROPERTY ADDRESS	740 Sports Park Rd. Dripping Springs, TX
CURRENT LEGAL DESCRIPTION	17 acres - See attached
TAX ID#	R 18076
CURRENT LAND USE	residential
REQUESTED ZONING	
REASON FOR REQUEST *(Attach extra sheet if necessary)*	This land is part of a larger development known as the Mokhtarian Project.
INFORMATION ABOUT PROPOSED USES *(Attach extra sheet if necessary)*	Multi purpose development, including single family residences, GUI, commercial

APPLICANT'S SIGNATURE

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

* _____
Name

President
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

REAGAN T. SHEPPERD
Notary Public, State of Texas
Comm. Expires 11-16-2024
Notary ID 129205732

This instrument was acknowledged before me on the 1st day of October, 2021 by _____.

_____
Notary Public, State of Texas

My Commission Expires: 11-16-2024

_____
Name of Applicant

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Applicant Signature _____ Date 9.29.2021

CHECKLIST

STAFF	APPLICANT	
☐	☒	Completed Application Form - including all required signatures and notarized
☐	☒	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
☐	☐	PDF/Digital Copies of all submitted Documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☐	Zoning Application (if applicable)
☐	☐	GIS Data
☐	☐	List of requested utilities or services (if any)
☐	☒	Legal Description
☐	☐	Maps
☐	☑	List of Current Uses
☐	☑	Explanation for request (*attach extra sheets if necessary)*
☐	☒	Information about proposed uses (*attach extra sheets if necessary)*
☐	☑	Public Notice Sign - (*refer to Fee Schedule*)
☐	☑	Proof of Ownership-Tax Certificate or Deed
☐	☐	Copy of any Agreements with City including Utility or Development (*if applicable*)
☐	☐	Information related to property's presence in a special district

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 488.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;

2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'25"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2858, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;

2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;

3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

REPRINTED TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2021-1347034**

Payor: 740 SPORTS PARK LLC ()
142 CIMARRON PARK LOOP
STE A
BUDA, TX 78610-2837

Owner: 740 SPORTS PARK LLC (O0323297)
837 BELL SPRINGS RD
DRIPPING SPRINGS, TX 78620

Quick Ref ID: R18076
Owner: 740 SPORTS PARK LLC (O0323297) - 100%
Owner Address: 837 BELL SPRINGS RD
DRIPPING SPRINGS, TX 78620

Property: 10-0415-0260-00000-4
Legal Description: ABS 415 PHILIP A SMITH SURVEY 17.0518 AC (1.00 AC HS)
Situs Address: 740 SPORTS PARK RD DRIPPING SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty & Interest	Amount Paid
2020						
Special Road Dist	195,280	0.028800	56.24	56.24	3.93	60.17
Hays County	195,280	0.392400	766.28	766.28	53.64	819.92
Hays County ESD #6 -	195,280	0.086490	168.90	168.90	11.82	180.72
North Hays County	195,280	0.030000	58.58	58.58	4.10	62.68
Dripping Springs ISD	195,280	1.333200	2,603.47	2,603.47	182.24	2,785.71

Total Payment Amount	**3,909.20**
ELECTRONIC CHECK Tendered	3,909.20
Total Tendered	**3,909.20**
Remaining Balance Due, including other fees, as of 9/28/2021	**0.00**

Date Paid: 03/02/2021
Effective Date: 02/24/2021
Station/Till: ELIZABETH/Internet Import Till - Echeck

340

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____ 2021, by and between the **City of Dripping Springs**, Texas, a General Rule municipality of the State of Texas, ("City") and **740 Sports Park, LLC** ("Owner").

RECITALS

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

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 17.038 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property"); and

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

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

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

b. FIRE SERVICE

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

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

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

d. LIBRARIES

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

e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES

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

f. PLANNING & ZONING

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

g. PARKS & RECREATION

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

h. STREET & DRAINAGE MAINTENANCE

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

i. STREET LIGHTING

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

j. TRAFFIC ENGINEERING

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

k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL

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

l. **WATER SERVICE**
The City is a water provider however, the Dripping Springs Water Supply corporation will be the water provider for this property.

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

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

4. **ANNEXED PROPERTY REQUIREMENTS.**

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

5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

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

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

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

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

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

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

CITY OF DRIPPING SPRINGS

_____
Michelle Fischer, City Administrator

740 SPORTS PARK, LLC

_____
David Denbow, Manager

ATTEST:

_____
Andrea Cunningham, City Secretary

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021, by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021, by David Denbow, Manager of the 740 Sports Park LLC, a Texas limited liability company, on behalf of said company.

By: _____

Notary Public, State of Texas

EXHIBIT A

Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;

2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

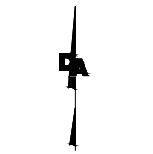
THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;

2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;

3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

Exhibit A - Legal Description of Land



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY.

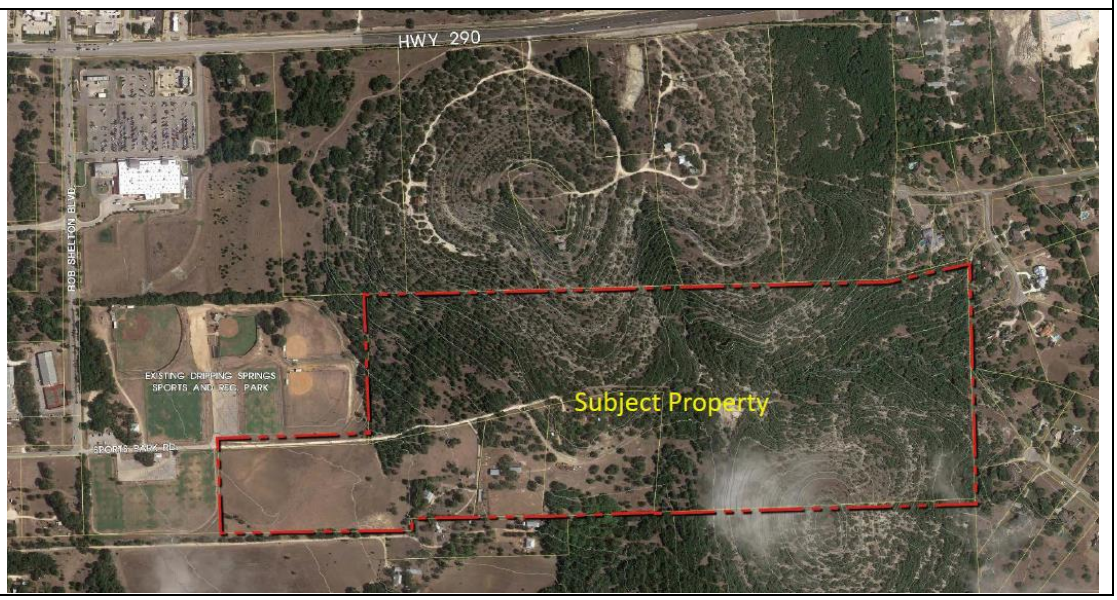
2306-001 MOKTARIAN TRACT

X:\Departments\Graphics\Projects\2306-001 Mokhtarian Tract\CAD\Plat\2306-001 Mokhtarian Tract_Layout_plt 30-Jul-20.dwg

City of Dripping Springs

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

Agenda Item Report from: Laura Mueller, City Attorney; Tory Carpenter, Senior Planner; Howard Koontz, Planning Director

Meeting Date:	October 19, 2021
Agenda Item Wording:	**Discuss and consider approval of a Resolution consenting to creation and operation of a Municipal Utility District Number 1 regarding three tracts covering approximately 112 acres of the Cunningham, Mokhtarian, and 740 Sports Park Tracts south of 290 and east of RR 12 adjacent to Sports Park Road and the Sports and Recreation Park.** *Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC*
Agenda Item Requestor:	Matthew Scrivener, P.E., Austin Land Innovations, LLC
Applicant:	Matthew Scrivener, P.E., Austin Land Innovations, LLC
Owner:	Mokhtarian, Denbow, Cunningham
Staff Recommendation	Provide recommendations related to this project which will be presented for action on October 19th.
	

Summary/Background:

The applicant is requesting annexation and consent to creation of Municipal Utility District. The property is 112 acres and is located south and east of the Sports and Recreation Park on Sports Park Road. The proposal includes approving three main issues: (1) agree to creation of a Municipal Utility District; (2) approval of the 531 units including townhomes, duplexes, and 50 foot residential lots; and (3) approval of 23.9 acres of parkland being sufficient to meet the parkland dedication requirements. The tract is also proposed to include a 6.5 acre site that could include civic uses, retail, and a park that would complement the development and the Sports and Recreation Park. The Transportation will include a roadway south of Sports Park Road that will connect to Rob Shelton and well as an eastern access from the development to U.S. 290. The right of way for the northbound access will include a wastewater easement needed for the East Interceptor.

Physical and Natural Features:

The property is vacant with tree coverage.

Surrounding Properties:

The western and northern portion of the property is adjacent to the Sports and Recreation Park. The northern portion is also adjacent to vacant land. There has been rapid growth in the core part of the City and this property would be adjacent to primary retail as well as the Sports and Recreation Park.

Utilities:

The City will provide wastewater. Water will be provided by the Dripping Springs Water Supply Corporation.

Consent to MUD approvals:

- Up to 531 residential units (4.7 units per acre)
- 351 single-family townhome and duplex units
- Up to 180 50 ft single family units
- retail, parkland, and GUI uses
- 100% masonry and façade regulations
- Approval of 23.9 acres of open space and parkland plus a town green in an up to 6.4 civic site with potential retail uses and including a centrally located park for the residents
- Includes easement for roadway to 290 that includes a wastewater easement for the East Interceptor

Evaluation under the City of Dripping Springs MUD Policy:

MUD Policy
a) Improvements or services that advance or exceed the City's code of ordinances, take into consideration environmentally sensitive areas, lighting, or natural features within

	the area for development.
	This development will include parkland and trails and will be annexed into the City so that it will be required to follow all city ordinances including landscaping, water quality, and lighting. It is also proposed to provide parkland and a civic site to the City. The property has also agreed to exterior architectural design standards.
b)	Projects that create or enhance parks, trails, recreational facilities, open space benefits that exceed what is required by applicable development and parkland dedication regulations.
	The project is proposing providing property for a City park that could be used as a city square. The project will also pay the Park Development Fee that can be used to enhance parkland in the City.
c)	Projects that improve environmental protection, storm water quality, drainage, and flood control benefits that meet or exceed what is required by applicable development regulations.
	This project will comply with all city water quality regulations and additional regulations will be considered during the Planned Development District rezoning process.
d)	Projects that provide enhanced benefits to improve the public roadway and sidewalk network in the City or the City's ETJ.
	The project will provide two roadway improvements that are in the Transportation Master Plan.
e)	Projects that provide enhanced water and wastewater infrastructure in the City or the City's ETJ.
	This project will assist in providing the easement and construction of the East Interceptor for wastewater.

Planning Department Analysis
Planning staff finds that benefits of this development include the integration to adjacent parkland and variety of housing types. The site's adjacency to the existing Dripping Springs Sports and Recreation Park can benefit residents of the subdivision as well as patrons of the park. The orientation of the proposed retail site can encourage park patrons to walk to the proposed commercial.

The townhome units can provide an opportunity for homeownership for individuals who may not be able to or desire to purchase a detached single-family home. The variety of housing types allows residents to move from one area of the subdivision to another as their housing needs change.

As with any sizable residential subdivision, special care should be taken during Planned Development District negotiations to ensure that on-site amenities are adequate to serve the proposed number of residences. Every residence should be within a reasonable walking distance to on-site amenities.

Commission Recommendations:	N/A
Actions by Other Jurisdictions/Entities:	N/A
Previous Action:	This issue was discussed in closed session in September.
Recommended Action:	Provide specific recommendations related to the density and product proposals and the park proposal.
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, and various development fees.
Attachments:	- Proposed Consent to MUD - Exhibits - Staff Report
Related Documents at City Hall:	Annexation documents.
Public Notice Process:	Notice will be published for the Annexation.
Public Comments:	Comments have not been received.
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), CONSENTING TO THE CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 ON THE MOKHTARIAN, CUNNINGHAM, AND 740 SPORTS PARK TRACTS FOR THE VILLAGE GROVE SUBDIVISION; PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian; Robert Mokhtarian, Trustee for Edmund Mokhtarian; 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham (collectively, the "*Owners*") have submitted to the City the petition attached as **Exhibit "A"** to this Resolution (the "*Petition*") requesting the City's consent to the creation of Dripping Springs Municipal Utility District No. 1 (the "*District*") over the land more particularly described in the Petition (the "*Land*"), which, at the time of submission of the Petition, was located within the City's extraterritorial jurisdiction but proposed to be annexed into the corporate boundaries of the City; and

WHEREAS, the City has annexed the Land proposed to be included in the District; and

WHEREAS, the City and Owners have negotiated an Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1; and

WHEREAS, following review of the Petition and Agreement, the City desires to grant the Petition and consent to the creation of the District over the Land, now therefore

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

Section 1. **Consent**.

The City, in reliance upon statements in the Petition regarding the Petitioners' ownership of the Land in the District, hereby grants the Petition and, in accordance with Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code,* specifically gives its written consent to the creation of the District over the Land.

That the Mayor of the City is hereby authorized to execute the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1 and that the City Secretary is hereby authorized to attest such execution for and on behalf of the City.

Section 2. **Effective Date**.

This Resolution shall be in full force and effect from and after its passage on the date shown below.

Section 3. **Open Meetings**.

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

PASSED & APPROVED this, the 19th day of October 2021, by a vote of _____ (ayes) to _____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

RESOLVED this ____ day of _____, 2021.

CITY OF DRIPPING SPRINGS:

_____
Bill Foulds, Jr., Mayor
City of Dripping Springs, Texas

ATTEST:

_____
Andrea Cunningham, City Secretary

AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

This **AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1** (this "*Agreement*") is by the **City of Dripping Springs, Texas**, a Type A general law municipality located in Hays County, Texas (the "*City*"); and **Robert Mokhtarian, Individually, Robert Mokhtarian, Trustee for Edward Mokhtarian**, and **Robert Mokhtarian, Trustee for Edmund Mokhtarian** (collectively, "*Mokhtarian*"); **740 Sports Park, LLC**, a Texas limited liability company ("*740 SP*"); and **Clinton Cunningham** and **Dawn Cunningham** ("*Cunningham*", and collectively with Mokhtarian and 740 SP, the "*Owners*"). Subsequent to its creation, **Dripping Springs Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The City, the Owners, and the District are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owners own the approximately 112 acres of land more particularly described by metes and bounds on the attached **Exhibits A1, A2 and A3** (the "*Land*"); and

WHEREAS, the Land is currently located entirely within the extraterritorial jurisdiction of the City but is anticipated to be annexed into the corporate boundaries of the City prior to the creation of the District; and

WHEREAS, the Land is and its boundaries are depicted on the concept plan attached as **Exhibit B** (the "*Concept Plan*"); and

WHEREAS, Mokhtarian owns the portion of the Land described and/or depicted on **Exhibit A-1**, 740 SP owns the portion of the Land described and/or depicted on **Exhibit A-2**, and Cunningham owns the portion of the Land described and/or depicted on **Exhibit A-3**; and

WHEREAS, the Owners intend that the Land will be developed in phases as a master-planned, mixed-use community (the "*Project*"); and

WHEREAS, the Owners and the City desire to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the City and the Land; and

WHEREAS, the Owners have proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined

in ARTICLE I below) and have presented the City with a petition requesting the City's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the applicable governmental authority or utility provider the District Improvements (as defined in ARTICLE I below) to serve the area within its boundaries; and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the City and the Owners intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54 of the Texas Water Code, as amended; Chapter 791 of the Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a Type A general law municipality operating under the laws of the State of Texas pursuant to which the City has the authority to enter into and perform its obligations under this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City's rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

City Administrator means the City Administrator of the City.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Hays County, Texas.

Developer means any Owner, or any successor or permitted assign of an Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 6.04 below.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), Road Projects, and other public improvements, as authorized by applicable law, and whether on-site or off-site, to serve the area within the District boundaries.

Effective Date of this Agreement means the ____ day of _____, 2021.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued by the District in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

ARTICLE II.
CREATION OF THE DISTRICT AND RELATED MATTERS

Section 2.01 Consent to Creation of District. The City acknowledges receipt of the Owners' request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit C** consenting to the inclusion of the Land within the District (the "*Consent Resolution*"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's corporate limits in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City's consent to the creation of the District.

Section 2.02 District Execution of Agreement.

(a) The Owners shall cause the District to approve, execute, and deliver to the City this Agreement within 30 days after the date that the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

(b) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City does not terminate this Agreement under subsection (a), such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

(c) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City has not terminated this Agreement under subsection (a), such failure shall operate to prohibit the Owners or any Developer from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.03 Intent of Parties Related to Allocation Agreement. Under Section 54.016(f) of the Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an "allocation agreement", to be entered into between the City and the District. The Parties acknowledge that the provision for an "allocation agreement" under Section 54.016(f) of the Texas Water Code is at the City's discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f) of the Texas Water Code because the District will be located in the corporate limits of the City upon creation.

Section 2.04 Dissolution. The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City will assume the indebtedness and legal obligations of the District to the extent required by law.

ARTICLE III.
AUTHORITY OF THE DISTRICTTO ISSUE BONDS

Section 3.01 Authority to Issue Bonds. The District agrees that the maximum aggregate amount of bonds issued by the District shall not exceed $38,675,000 without the approval of the City. The District may issue Bonds and reimburse any Developer for all purposes and expenditures authorized by applicable law, including:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:

(1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;

(2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

(4) Design, acquire, construct, and finance Road Projects; and

(5) Develop and maintain park and recreational facilities, to the extent permitted by applicable law; and

(b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155 of the Texas Water Code; and

(d) Paying other expenses authorized by Section 49.155 of the Texas Water Code.

Section 3.02 <u>City Submittals; Objections</u>.

(a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:

(1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Administrator and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds (a "*<u>Notice of Intent to Issue Bonds</u>*"), which Notice of Intent to Issue Bonds will include the following:

(A) The principal amount of Bonds expected to be issued;

(B) The Summary of Costs of the Bond Issue including both Construction and Non Construction Costs;

(C) The projected Schedule of Events related to the issuance of the Bonds;

(D) The proposed District debt service rate and total District tax rate after issuance of the Bonds; and

(E) A Letter from the District's Financial Advisor stating that the Bonds are being issued in compliance of the TCEQ rules in place at the time the Bonds are expected to be issued.

(2) If the District intends to issue Bonds that do not require TCEQ approval (*e.g.*, Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Administrator and City Attorney at least 30 days prior to pricing of the Bonds.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement, including the terms and conditions in Section 3.03. If the City objects to a Bond application or issuance due to such a default (a "*City Objection*"), the City shall have a period of 30 days after receiving the notice required by Sections 3.02(a)(1) or 3.02(a)(2), as applicable, within which to notify the District of the City Objection. If the City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (i) be in writing; (ii) be given to the District; (iii) be signed by the City Administrator or the City Administrator's designee; and (iv) specifically identify the applicable provision of this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District will cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies will be delayed until the City Objection has been cured or waived by written agreement.

(c) Within 30 days after the closing date of a series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ.

Section 3.03 Terms and Conditions of Bonds. Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(a) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(b) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than 97% of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly

"20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(c) The District shall reserve the right to redeem its Bonds not later than the tenth anniversary of the closing date of such Bonds, without premium;

(d) No variable rate Bonds shall be issued by the District;

(e) Any refunding Bonds must provide for a minimum of 3% present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(f) Capitalized interest shall not exceed three years interest.

Section 3.04 Other Funds. The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of the District Improvements or its other facilities, as well as to accomplish any purpose or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

ARTICLE IV.
WATER AND WASTEWATER SERVICE; OTHER UTILITIES

Section 4.01 Retail Water Service. The Land is located within the certificated water service area ("*CCN*") of Dripping Springs Water Supply Corporation ("*DSWSC*") and will receive retail water service from DSWSC or the successor holder of the DSWSC CCN pursuant to a separate agreement with DSWSC.

Section 4.02 Retail Wastewater Service. Retail wastewater collection and treatment services will be provided by the City, the specific terms of which will be governed by separate agreement (the "*Wastewater Agreement*"). The wastewater collection systems within the District shall be owned by the City. Subject to specific terms to be determined by the Wastewater Agreement, which could include interim alternatives, the City agrees and commits to provide wastewater service sufficient for the full build-out of the District at flow rates sufficient to meet the minimum requirements of all Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District's request if required in connection with any District Bond sale.

Section 4.03 Other Utilities. The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for

charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide "bundled" utilities within the Land.

ARTICLE V.
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE, OWNERSHIP, OPERATION, AND MAINTENANCE OF DISTRICT IMPROVEMENTS

Section 5.01 Design, Financing, and Construction. Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City (or, in the case of water improvements, convey to DSWSC) on behalf of the District all District Improvements at no cost to the City. Construction of all District Improvements will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54 of the Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither the Developer nor the District will be required to pay for or construct any improvements to the City's existing utility systems or other off-site improvements required to serve the Land, except as provided for herein with respect to the District Improvements or by separate agreement. Further, unless the Developer's service requirements for the Land change or the Parties otherwise agree in writing, the City will not require that any Developer or the District oversize, finance, or construct any utility or road improvements to serve property other than the Land.

Section 5.02 Conveyance, Ownership, Operation, and Maintenance. Upon completion of construction of each phase of the District Improvements, subject to the Developer's right, if any, to reimbursement from the District for the cost of those District Improvements in accordance with applicable law: (a) the Developer will promptly convey the water utility components of the District Improvements to DSWSC for operation and maintenance in accordance with the rules and regulations of DSWSC; (b) the City will accept the remainder of the District Improvements (the "*City Operated District Improvements*") for operation and maintenance in accordance with the Applicable Rules; and (c) the Developer will promptly convey the City Operated District Improvements to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, and (ii) a reservation of all capacity in the City Operated District Improvements for the benefit of the District. The Developer will also assign to the City all easements, contract rights, warranties, guarantees, assurances of performance, and bonds related to the City Operated District Improvements that are conveyed to the City. The City agrees that its acceptance of the City Operated District Improvements and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such City Operated District Improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any District Improvements. Nothing herein will prevent the City from using City Operated District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to

serve the residents and property owners within the District as and when required by development within the Land.

ARTICLE VI.
DEVELOPMENT MATTERS

Section 6.01 Development Matters.

(a) The City hereby confirms its approval of up to 531 residential units together with governmental, retail, and office uses within the Land. The Developer shall apply for zoning related to this approval. The Project shall comply with all Applicable Rules unless otherwise modified by this Agreement or future approvals.

Section 6.02 Land Uses, Density, and Open Space.

(a) The Land uses will be limited to townhomes, residential lots, and retail, office, governmental/utility/institutional, and park uses as reflected on the Concept Plan and comply with the Applicable Rules related to the approved zoning classification for the Land. The residential units will be townhomes or detached residential lots as defined by the Applicable Rules and the approved zoning classification for the Land.

(1) Detached single family residential units shall consist of 100% masonry on all elevations. Native stone, brick masonry, stucco, and cementitious siding shall be deemed appropriate materials to satisfy the masonry requirement.

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

a. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;

b. Covered front porches or patio with a minimum size of 60 square feet;

c. A side-entry or swing-in garage entry (for garage doors that do not face the front street);

d. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);

e. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);

f. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;

g. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction;

h. Two or more masonry finishes to compliment the architectural style of the home; and

i. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(3) Although the requirements of subsections (1) and (2) above technically apply only to detached single family residential units, substantively similar requirements, modified as appropriate based on product type, will apply to townhomes.

(4) The Land may include multiple phases for platting purposes.

(b) The overall density of the development of the Land will be a maximum of 4.7 dwelling units per acre, composed of 351 single family townhome units and 180 single family lots, as shown on the Concept Plan.

(1) Each of the townhome rows will be restricted to no more than six attached units per building/slab.

(2) The single family lots shall have a minimum lot area of 6,000 square feet with the width at the street frontage of 50 feet.

(3) The retail/GUI areas will be limited to no more than a total of 6.4 acres, which may be altered upon receipt of written administrative approval from the City Administrator.

(c) The areas designated on the Concept Plan as Open Space are composed of detention/water quality areas, stream setbacks, slopes and landscape buffers containing 23.9 acres, all as shown on the Concept Plan. In addition, the Project will have pocket parks, trails, and a potential town green dedicated to the City. This Open Space with the listed amenities shall fulfill and satisfy all parkland dedication requirements of the Land to the City, including, but not limited to, the requirements of Article 28.03 (Parkland Dedication) and Sections 19.1 and 19.4 (Subdivisions) of the Applicable Rules. However, the Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Plat. The Developer shall submit a Master Parks and Open Space Plan that complies with this Agreement at time of Final Platting.

(d) The Project shall comply with the adopted City-wide Trail Plan in effect as of the Effective Date of this Agreement.

Section 6.03 **Easement Dedications**. In consideration for the City's consent to the creation of the District, the Owners (as to their respective tracts) agree to dedicate and convey to the City, at no cost to the City, the collector road and wastewater easements depicted on **Exhibit D**. The Owners reserve the right to seek reimbursement

for such dedications from the District in accordance with this Agreement and applicable law.

Section 6.04 **Phased Development**. Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

Section 6.05 **"Developer" Status**. If and as an Owner, or any successor or permitted assignee of an Owner, initiates development of all or any portion of the Land, such Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a "Developer" under this Agreement as to the portion of the Land described in the notice.

Section 6.06 **Uniform and Continued Development; Vesting**. The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owners and any Developer hereunder have vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City's ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245 of the Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. The City further agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Land; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats or other necessary approvals, within the Land. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, however, any such a moratorium may continue only during the duration of the emergency.

Section 6.07 **Term of Approvals**. The Concept Plan, and any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law, will be effective for the term of this Agreement.

Section 6.08 **Director Lots**. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

Section 6.09 **Manufactured Home for District Elections**. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, maintenance tax, and bond elections. The manufactured home permitted by this Agreement will comply with all City regulations and will be removed within sixty (60) days from the date of last election needed for the purposes of this Agreement.

Section 6.10 **Impact Fees**. Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees to the City, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's systems, as applicable, for the living unit equivalents of service for which impact fees have been paid. Any impact fees payable to DSWSC with respect to the Land will be paid by or on behalf of the Developer to DSWSC in accordance with DSWSC's rules.

Section 6.11 **Building Code**. All buildings shall be constructed in accordance with the building or construction codes in the Applicable Rules. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. The City will provide inspections in a prompt and timely manner.

Section 6.12 **Lighting**. All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the Applicable Rules.

Section 6.13 **Tree Preservation**. Article 28.06, Landscaping and Tree Preservation, of the Applicable Rules shall apply to the Land.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

Section 7.01 **Authority**. This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with applicable law and City ordinances. Each Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of such Owner.

Section 7.02 **Term**. The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to the terms hereof) shall continue until the District is dissolved in accordance with Section 2.04 above.

Section 7.03 **Termination and Amendment by Agreement**. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City, the Owners, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

Section 7.04 **Remedies**.

(a) If the City defaults under this Agreement, the Owners or the District may give notice setting forth the event of default ("*Notice*") to the City. If the City fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owners or the District may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If an Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Hays County District Court or terminate this Agreement as to the portion of the Land owned by such Owner; however, except as permitted by Section 2.02(a), any such remedy will not revoke the City's consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owners may give Notice to the District. If the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owners may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(d) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

Section 7.05 **Assignment**.

(a) This Agreement, and the rights of the Owners hereunder, may be assigned by the Owners, with the City's consent, as to all or any portion of the Land. Any

assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. The City's consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Dripping Springs Partners, Limited Liability Company and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If an Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner or Developer, the City may pursue all remedies against that nonperforming Owner or Developer, but will not impede development activities of any performing Owner(s) or Developer(s) as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 7.06 Cooperation.

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Hays County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

(d) Whenever the term "approve" or "approval" is used in this Agreement, the party whose approval is required will not unreasonably withhold or delay it. Where approval is necessary, the party seeking approval may request approval in writing. If the party whose approval is requested fails to either approve the submittal or provide written comments specifically identifying the required changes within 60 working days, the submittal, as submitted by the requesting party, will be deemed to have been approved by the party whose approval is requested.

Section 7.07 Notice. Any notice given under this Agreement must be in writing and may be given: (a) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (b) by depositing it with Federal Express or another service guaranteeing

"next day delivery", addressed to the Party to be notified and with all charges prepaid; or (c) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY:	City of Dripping Springs Attn: City Administrator P.O. Box 384 Dripping Springs, Texas 78620
With Required Copy to:	City Attorney P.O. Box 384 Dripping Springs, Texas 78620
OWNERS:	Robert Mokhtarian, Individually and as Trustee for Edward Mokhtarian and Edmund Mokhtarian c/o Gregg Bell 100 Congress Avenue, Suite 200 Austin, Texas 78701 740 Sports Park, LLC Attn: David Denbow 2780 West Hwy 290, Bldg. A Dripping Springs, Texas 78620 Clinton and Dawn Cunningham 840 Sports Park Road Dripping Springs, Texas 78620
DISTRICT:	John W. Bartram Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owners may, by giving at least five days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

Section 7.08 **Severability**. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal,

valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.09 **Waiver**. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.10 **Applicable Law and Venue**. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

Section 7.11 **Entire Agreement**. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.12 **Exhibits, Headings, Construction, and Counterparts**. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 7.13 **Time**. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 7.14 **Force Majeure**. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of

the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.15 **Interpretation**. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.16 **No Third-Party Beneficiary**. This Agreement is solely for the benefit of the Parties, and neither the City, the District, nor the Owners intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District, and the Owners (and any permitted assignee of the Owners).

Section 7.17 **Exhibits**. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibits A-1, A-2 and A-3 - Legal Description of the Land
Exhibit A-1 - Mokhtarian Land
Exhibit A-2 - 740 SP Land
Exhibit A-3 - Cunningham Land
Exhibit B - Concept Plan
Exhibit C - City Consent Resolution
Exhibit D - Easement Dedications

* * *

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

COUNTERPART SIGNATURE PAGE TO

CONSENT AND DEVELOPMENT AGREEMENT

CITY:

CITY OF DRIPPING SPRINGS

By:_____
Bill Foulds, Jr., Mayor

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 2021, by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A general law municipality on behalf of said municipality.

_____
Notary Public Signature

(Seal)

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS:

_____
Robert Mokhtarian, Individually

_____
Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

_____
Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, individually.

_____
(SEAL) Notary Public Signature

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, as Trustee for the Edward Mokhtarian Trust on behalf of said Trust.

_____
(SEAL) Notary Public Signature

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, as Trustee for the Edmund Mokhtarian Trust on behalf of said Trust.

_____
(SEAL) Notary Public Signature

COUNTERPART SIGNATURE PAGE TO

CONSENT AND DEVELOPMENT AGREEMENT

OWNERS *(continued)*:

740 SPORTS PARK, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

_____
Notary Public Signature

COUNTERPART SIGNATURE PAGE TO

CONSENT AND DEVELOPMENT AGREEMENT

OWNERS *(continued)*:

_____
Clinton Cunningham

_____
Dawn Cunningham

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Clinton Cunningham, individually.

_____
(SEAL) Notary Public Signature

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Dawn Cunningham, individually.

_____
(SEAL) Notary Public Signature

COUNTERPART SIGNATURE PAGE TO

CONSENT AND DEVELOPMENT AGREEMENT

DISTRICT:

DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

By:_____
_____, President
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 202__, by _____, President of the Board of Directors of Dripping Springs Municipal Utility District No. 1, a political subdivision of the State of Texas, on behalf of said District.

_____
(SEAL) Notary Public Signature

Description of the Land

EXHIBIT A-1

Legal Description of Mokhtarian Land (Two Tracts)

Mokhtarian Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.

2. S 89°29'16" E for 2496.82 feet to a 60D nail found.

3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.

2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.

3. S 77°36'53" W for 1026.64 feet to an iron pin found.

4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.

5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-415, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2757 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 795, PAGE 695, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2757 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.64 feet to a ½-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2757 acre tract, and **POINT OF BEGINNING** herein;

2) N 02° 13' 09" W, 60.00 feet to a ½-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2757 acre tract and herein, and

3) N 87° 46' 51" E, 859.70 feet to a ½-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a ½-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2757 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a ½-inch iron rod found on the south line of said 85.2757 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the **POINT OF BEGINNING** containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16746 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-858-2236
Firm Registration No.: 10091700

STATE OF TEXAS
REGISTERED
BRYAN D. NEWSOME
5857
PROFESSIONAL
LAND SURVEYOR

Bryan D. Newsome Registered Professional Land Surveyor No. 5857 — 13 November 2017 Date

EXHIBIT A-2

Legal Description of 740 SP Land (Three Tracts)

740 SP Land Tract 1:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;

2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;

2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;

3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

740 SP Land Tract 2:

Non-exclusive right of way and utility easement in common with other parties, as created and further described in that conveyance recorded in Volume 181, Page 171, Deed Record&, Hays County, Texas.

740 SP Land Tract 3:

Non-exclusive ingress and- easement in common with other parties, as created and further described in that conveyance recorded in Document No. 18007850, Official Public Records, Hays County, Texas.

EXHIBIT A-3

Legal Description of Cunningham Land (Five Tracts)

Cunningham Tract 1:

Being 10.00 acres of land, more or less, in the P. A. SMITH SURVEY, ABSTRACT NO. 415, situated in Hays County, Texas, being that same tract conveyed in Volume 4258, Page 618, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

Cunningham Tract 2:

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

Cunningham Tract 3:

Tract 3: Easement estate as created and described in Easement Agreement dated March 16, 1960,
recorded in Volume 181, Page 171, Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 4:

Tract 4: Easement estate as created and described in Ingress and Egress Easement dated February
24, 2018, recorded in Document No. 18007849, of the Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 5:

Tract 5: Easement estate as created and described in in that certain Deed of Easement dated July 31, 1993, recorded in Volume 1010, Page 53, of the Official Public Records of Hays County, Texas, and being more particularly described therein.

EXHIBIT B

Concept Plan

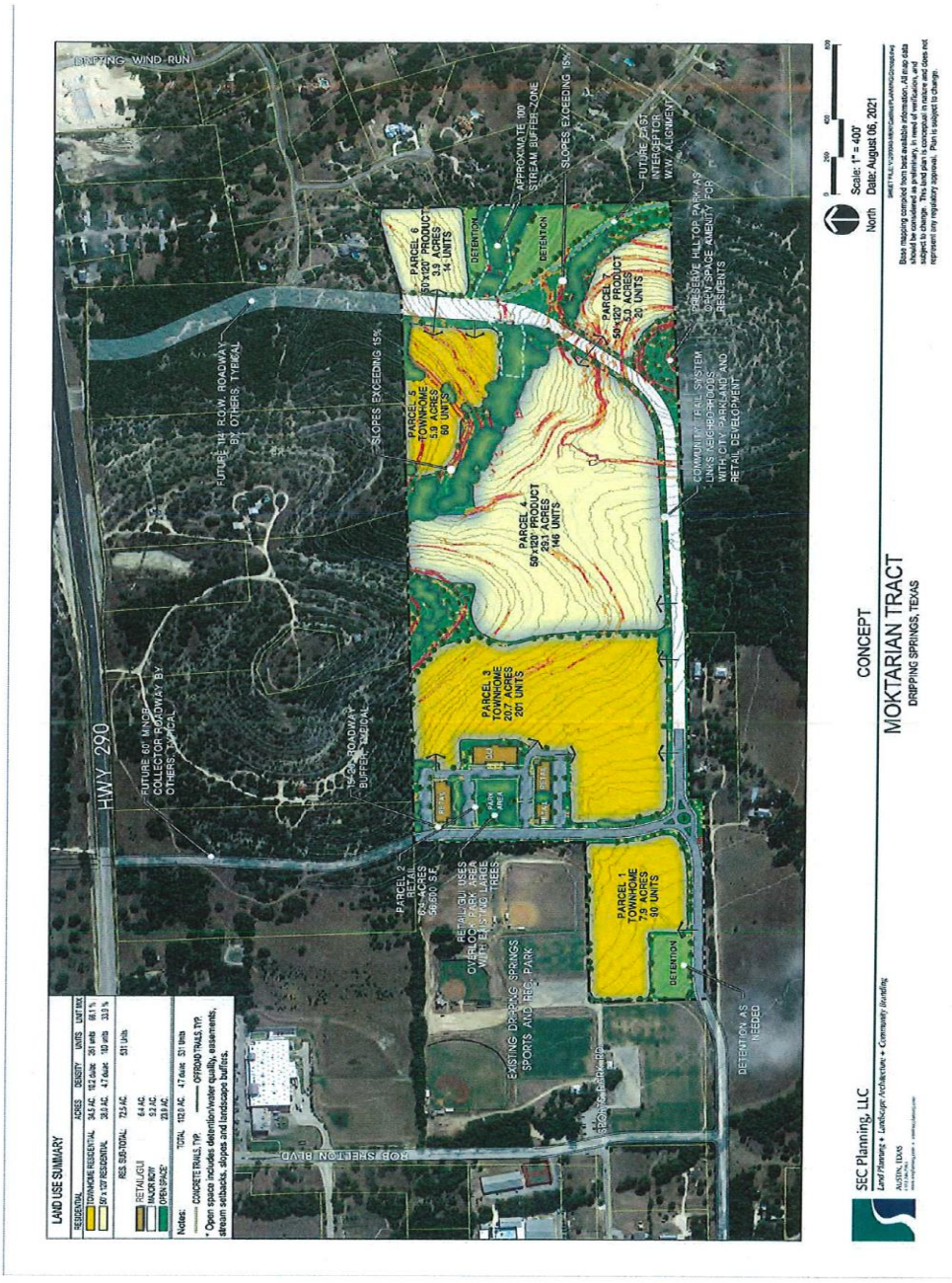


EXHIBIT C

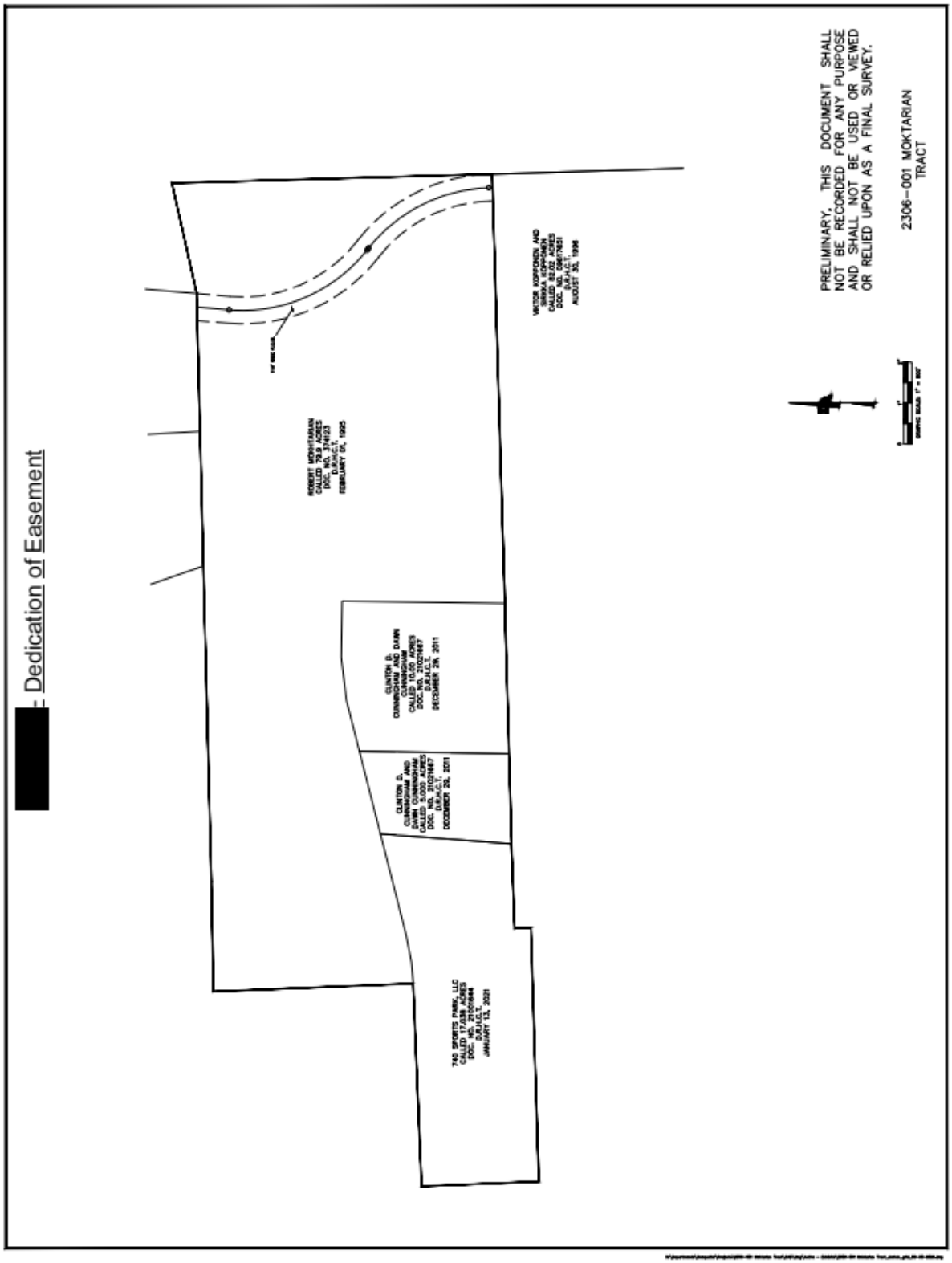
City Consent Resolution

[attached]

EXHIBIT D

Easement Dedications

[attached]


- Dedication of Easement
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY.
2306-001 MOKTARIAN TRACT
ROBERT MOKHTARIAN CALLED 79.9 ACRES DOC. NO. 214123 D.R.H.C.T. FEBRUARY 06, 1995
VICTOR KOPPOMON AND SIRIKKA KOPPOMON CALLED 83.02 ACRES DOC. NO. 9907651 D.R.H.C.T. AUGUST 30, 1996
CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM CALLED 10.00 ACRES DOC. NO. 21021667 D.R.H.C.T. DECEMBER 29, 2011
CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM CALLED 5.000 ACRES DOC. NO. 21021667 D.R.H.C.T. DECEMBER 29, 2011
740 SPORTS PARK, LLC CALLED 17.038 ACRES DOC. NO. 21000044 D.R.H.C.T. JANUARY 13, 2021

LUCK | DESIGN TEAM

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

Date: 10.01.21
Project: Village Grove
City of Dripping Springs
Parkland Dedication Plan

MEMORANDUM

To: Laura Mueller, City of Dripping Springs City Attorney

Cc: N/A

This memo serves as follow-up correspondence to the review by LUCK Design Team, LLC of the Village Grove Parkland Dedication Plan submitted September 10, 2021. Please see attached Parkland Dedication Plan Narrative and site plans.

*** *** ***

Note: This review is considered an initial review to ensure the comments from this review and discussion are taken into consideration as the project moves through PDD and MUD review. It is our understanding that the Parks and Recreation Commission will have the chance to review the proposed park development again as the project goes through the platting stage.

After review we have the following observations and recommendations:

1. At 531 proposed residential units, the amount of parkland required per ordinance is 23.09 acres.

2. A total of 27.33 acres of physical land is being dedicated to the City as public parkland as broken down below:
    a. Public Parks – Total = 2.60 acres
    b. Public Open Space = 16.12
    c. Public Floodplain / Detention (Max ½ of required parkland acreage)=2.84 acres
    d. Private Parkland = 5.77

3. The amount of parkland dedication acreage exceeds ordinance requirements by 4.24 acres.

4. The parkland development fee required by ordinance for the 531 acres is $344,088. The developer has indicated that the full amount of that parkland development fee will be paid.

5. A trail connection along the south minor collector road is proposed by the developer that will connect the residential part of the community to Dripping Springs Sports Park. This trail width is not specified but we would like that trail width to be 8’ wide as a minimum and preferably 10’ wide.

6. The 1.0 acres of parkland central to the development is located there to primarily serve as a neighborhood park and will be passive in nature. City Staff has asked the developer to consider possible use of this park for a dog park.

7. The edge treatment of the tract located west of the north-south minor collector and how it interfaces with Dripping Springs Sports and Recreation Park needs to be discussed further, specifically in regards to:

a. Perimeter fencing (picket style fence at a lower height or a higher opaque fence);
b. Trail connections to Dripping Springs Sports and Recreation Park;
c. Any buffer areas proposed between the Sports Park and the proposed development.

8. The developer needs to further define what the western most amenity pond will look like. Is there a possibility it can be used for recreation as well?

We recommend preliminary approval of the Parkland Dedication Plan per the discussion of Items 5 – 8 stated above.

Prepared By: Brent Luck

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.346.7003
www.secplanning.com + info@secplanning.com

CONCEPT

MOKTARIAN TRACT

DRIPPING SPRINGS, TEXAS

North

0 200 400 800

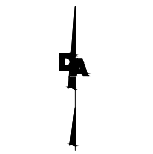
Scale: 1" = 400'

Date: August 06, 2021

SHEET FILE: V:\200040-MER\Cadfiles\PLANNING\Concept.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit A - Legal Description of Land

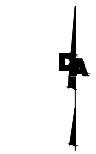


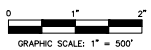
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY.

2306-001 MOKTARIAN TRACT

X:\Departments\Graphics\Projects\2306-001 Mokhtarian Tract\CAD\Plat\2306-001 Mokhtarian Tract_Exhibit_APRIL-26-2022.dwg

Exhibit E - Dedication of Easement





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2306-001 MOKTARIAN TRACT

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PETITION FOR CONSENT TO CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

The undersigned (collectively, the "*Petitioners*"), holding title to the land described below (the "*Land*") and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, respectfully petition the City Council of the City of Dripping Springs, Texas (the "*City*") for its written consent to the creation of a municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 (the "*District*").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District is a total of 112.2903 acres of land, more or less, situated in Hays County, Texas, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference. All of the Land is currently located within the extraterritorial jurisdiction of the City; however, Petitioners intend to voluntarily request that the Land be annexed into the corporate boundaries of the City prior to creation of the District. The Land may be properly be included within the District.

IV.

Petitioners hold title to the Land proposed to the included within the District and are the owners of a majority in value of such Land, as indicated by the tax rolls of Hays County, Texas. The only lienholder on the Land, PlainsCapital Bank, has consented to the creation of the District as evidenced by the Certificate of Lienholder's Consent attached as **Exhibit B**.

V.

The general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for conveyance of roads and improvements in aid of roads; and (iv) for maintenance, operation, and

conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work because there is not now available within the area an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve the Land, which will be developed for a mix of single-family residential, multi-family residential, and commercial uses. The health and welfare of the present and future inhabitants of the area and of the adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as is available at this time, that such cost will be approximately $23,643,904.00.

VIII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District, as described in this Petition.

Petitioners request that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date or dates indicated below, to be effective the 16th day of September, 2021.

PETITIONERS:

As to the 79.0723 acres described in Exhibit A-1 and the 1.18 acres described in Exhibit A-2

By: _____
Robert Mokhtarian, Individually

By: _____
Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

By: _____
Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, individually.

(SEAL)

See attached certificate
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edward Mokhtarian Trust on behalf of said Trust.

(SEAL)

See attached certificate
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edmund Mokhtarian Trust on behalf of said Trust.

(SEAL)

See attached certificate
Notary Public Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On September 15, 2021 before me, Narciso Meza, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert Mokhatarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

NARCISO MEZA
Notary Public - California
Los Angeles County
Commission # 2328270
My Comm. Expires May 15, 2024

Signature Narciso Meza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Petition For Consent To Creation of Dripping Springs Municipal Utility District No. 1 Document Date: Sept. 15 2021
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Mokhatarian	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

PETITIONERS (continued):

As to the 17.038 acres described in Exhibit A-3

740 Sports Park, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
§
COUNTY OF Hays §

This instrument was acknowledged before me on the 10 day of September, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

_____
Notary Public Signature

REAGAN T. SHEPPERD
Notary Public, State of Texas
Comm. Expires 11-16-2024
Notary ID 129205732

PETITIONERS (continued):

As to the 10.00 acres described in Exhibit A-4 and the 5.000 acres described in Exhibit A-5

By: _____
Clinton D. Cunningham

By: _____
Dawn Cunningham

THE STATE OF TEXAS §
§
COUNTY OF Hays §

This instrument was acknowledged before me on the 17th day of September 2021, by Clinton D. Cunningham.

(SEAL) ALICIA HAMILTON My Notary ID # 124110737 Expires September 28, 2023

Alicia Hamilton
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Hays §

This instrument was acknowledged before me on the 17th day of September, 2021, by Dawn Cunningham.

(SEAL) ALICIA HAMILTON My Notary ID # 124110737 Expires September 28, 2023

Alicia Hamilton
Notary Public Signature

EXHIBIT A

The approximately 112.2903 acres of land consisting of the 79.0723 acres of land more particularly described on the attached **Exhibit A-1**; the 1.18 acres of land more particularly described on the attached **Exhibit A-2**; the 17.038 acres of land more particularly described on the attached **Exhibit A-3**; the 10.00 acres of land more particularly described on the attached **Exhibit A-4**; and the 5.000 acres of land more particularly described on the attached **Exhibit A-5**.

EXHIBIT A-1

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert P. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.

2. S 89°29'16" E for 2496.82 feet to a 60-D nail found.

3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiola Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.

2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.

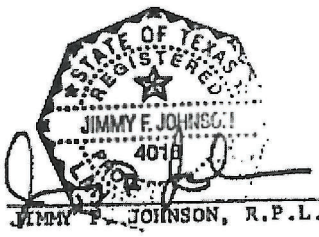
3. S 77°36'53" W for 1026.64 feet to an iron pin found.

4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.

5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



JIMMY F. JOHNSON, R.P.L.S. #4018

EXHIBIT A-2

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-415, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2757 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 785, PAGE 805, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2757 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 161, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 571, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.64 feet to a ½-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2757 acre tract, and POINT OF BEGINNING herein;

2) N 02° 13' 09" W, 60.00 feet to a ½-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2757 acre tract and herein, and

3) N 87° 46' 51" E, 859.70 feet to a ½-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a ½-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2757 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a ½-inch iron rod found on the south line of said 85.2757 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16746 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10091700

STATE OF TEXAS
BRYAN D. NEWSOME
5857
REGISTERED
LAND SURVEYOR

Bryan D. Newsome — Registered Professional Land Surveyor No. 5857 — 17 November 2017 — Date

EXHIBIT A-3

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;

2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;

2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;

3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

EXHIBIT A-4

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

Jimmy D. Johnson
Jimmy D. Johnson, R.P.L.S. #4018

Job #1646 Updated 9-3-93

EXHIBIT A-5

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

STATE OF TEXAS
JIMMY [illegible]
[illegible]

Jimmy [illegible], R.P.L.S. #4018

Job #1651

Updated 9-3-93

EXHIBIT B

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

PlainCapital Bank, Texas state bank, being the lienholder on a portion of the land that is proposed to be included in Dripping Springs Municipal Utility District No. 1, as described by metes and bounds on the attached **Exhibit "1"**, hereby consents to the Petition for Creation of Dripping Springs Municipal Utility District No. 1 signed by Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian Trust; Robert Mokhtarian, Trustee for Edmund Mokhtarian; David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham concerning such land.

WITNESS MY HAND effective as of the 10th day of SEPTEMBER, 2021.

PlainsCapital Bank, a Texas state bank

By: _____
Printed Name: Tommy Ward
Title: Vice President

Date: 9-10-21

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was executed before me on this 10th day of September, 2021, by TOMMY WARD, VICE PRESIDENT of **PlainsCapital Bank**, a Texas state bank, on behalf of said bank.

(SEAL)

JULIE ZITZ
Notary Public, State of Texas
Notary ID# 877827-2
My Commission Expires 08-11-2023

_____
Notary Public Signature

EXHIBIT "1"

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;

2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;

2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;

3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

City of Dripping Springs

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

Agenda Item Report from: Laura Mueller, City Attorney; Tory Carpenter, Senior Planner; Howard Koontz, Planning Director

Meeting Date:	October 19, 2021
Agenda Item Wording:	**Discuss and take possible action on a Memorandum of Understanding between the City of Dripping Springs and New Growth related to wastewater, transportation, and density for a property north of Highway 290 on Roger Hanks Parkway.** *Applicant: Isaac Karpay, New Growth Enterprises, L.L.C.*
Agenda Item Requestor:	Isaac Karpay, New Growth Enterprises, L.L.C.
Applicant:	Isaac Karpay, New Growth Enterprises, L.L.C.
Owner:	Whit Hanks
Staff Recommendation	Approval of the MOU agreement as presented: The City of Dripping Springs agrees to allow a maximum of 275 dwelling units, constructed as a mix of one-family attached and detached units.
Alternatives	Postponement for full Planned Development District review with direction from City Council and the Development Agreement Working Group. Disapproval.

Summary/Background:

The application is to establish an understanding between the developer/owner and the city for a total development count of residential units on the 36-acre +/- tract. The owner has filed an application for a Planned Development District for zoning which will facilitate the construction of 275 residential units, plus a commercial center on 36 acres. The property is located at the southwest corner of U.S. 290 and Roger Hanks Parkway, with a portion of the lot extending east across Roger Hanks, south of the County Tax Office. The proposal includes approving the residential density of the project (10 units per acre based on net acreage of the residential site area) and that the residential product is a mix of rental townhomes and rental single-family detached product. All other matters will be determined by separate agreement or during the Planned Development District process. The preliminary Transportation indicates required improvements to Roger Hanks Parkway, to be finalized during the PDD process.

Physical and Natural Features:

The property is vacant, undeveloped of structural improvements except for a 'No Outlet' street, and features light/sparse tree coverage.

Surrounding Properties:

The northern border of this property fronts U.S. 290. The lot straddles Roger Hanks Parkway. It is adjacent to the west (across Roger Hanks) from the Hays County Tax/Precinct #4 office.

Utilities:

The City will provide wastewater. Water will be provided by the Dripping Springs Water Supply Corporation.

Memorandum of Understanding approval:

- Up to 275 residential units (10 units per acre)
- Townhome rentals

Evaluation of the Proposed MOU:

Density: The property is currently zoned Commercial Services. This would allow this property to be used for any use allowed for in the Commercial Services district, including less intense uses as provided in the city land use chart. Our prior interpretation of this cumulative zoning has included allowing multi-family and townhome uses. The Proposed MOU would be to change this property to a Planned Development District that will include rental one-family residences and rental townhomes, which is a hybrid of a townhome zoning use and a traditional multi-family use. If used as an SF-5 (attached residential district) the units would be around 17 units per acre (minimum 2500 sq ft lots). If allowed as a Multi-Family use it would allow 24 dwelling units per acre.

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

1 acre= 43,560 sq ft

*Maximum density a subdivision can build to

The proposed units per acre is 10 per acre which would be allowed in SF-3; SF-5; or Multi-Family.

In response to the question whether 275 residential rental units would be appropriate in this location as proposed by this specific application, planning staff finds that the proposed density in this area is not inherently inappropriate. However, the following staff recommendations should be seriously considered during Planned Development District negotiations to reduce potential negative impacts before the project is finalized.

1. "The Project is within the area specifically designated by the City's Comprehensive Plan – Emerging Mixed Use Activity Center…" Staff would prefer the overall project included a more significant proportion of mixed uses than what's represented on the proposed concept plan: 2.4-acres of Retail/Commercial, and the remaining 28 +/- acres single-family residential. An increase in the diversity of uses will similarly create the opportunity for activities.

2. Provide additional amenities within the development: The goal is to increase the likelihood that residents will want to do things within the development, even when they aren't in their homes. Improvements could include expanding the on-site uses, providing active/structured recreation, or improving the existing facilities and/or adding new ones.

3. Rethink the purpose of the commercial site into an amenity to serve the project, not the motoring public: The existing layout of the commercial development should be oriented towards the development, as opposed to US 290. This would encourage commercial uses that serve the residents and increases the likelihood that residents will walk to these services, activating the streets/trail network and lending credibility to the idea that this becomes an activity center. A redesign of the commercial site should include direct pedestrian connections aside from Roger Hanks Pkwy.

4. The locations of the home sites seemingly aren't geared towards interactions between neighbors, but appear to be more an exercise in maximizing on-site development density.

5. System-wide, the current transportation infrastructure in the vicinity of the project is under-performing. The introduction of 275 dwelling units will add roughly 2,000 trips/day onto- and off of the site. The Transportation Impact Assessment makes

assumptions for not only land uses but ultimate destinations for residents of this project. These assumptions should be confirmed prior to moving forward. Additionally, mobility considerations should include: considerations for the current condition and performance of Creek Road, off highway improvements for non-automobile travel, and a Safe Route to School for sites north (DSHS) and west (DSMS).

6. Other significant issues that will need to be specifically addressed in the PDD include: (a) parking; (b) parkland dedication fee in lieu (private amenities should not receive public credits); (c) maintenance of the infrastructure and facilities; (d) facades and exterior architectural standards; and (e) adequate road infrastructure including street sections.

This memorandum of understanding is just a part of the process. This project will not be finalized until the zoning is approved, wastewater is negotiated, transportation infrastructure is determined and agreed upon, and the parkland plan is approved by City Council. If approved, this project will go to a Development Agreement Work Group, and then reviewed by the Planning and Zoning Commission, Parks Commission, Transportation Committee, and City Council before the plan is finalized.

Transportation: The DAWG requested that the developer make improvements to Roger Hanks Parkway including a median. In the MOU, the developer has agreed to make whatever transportation improvements are required by the TIA and to work with City Staff on the planned improvements.

Wastewater: The DAWG requested that the developer find a backup/interim method of wastewater that did not include pump and haul. They have agreed to not use pump and haul and work with the City on whatever wastewater plan works best for the City and the developer.

Parks: The parkland proposal, which is not being approved in the MOU, is short 1.41 acres. The proposal will need to be taken to the Parks Commission as we work through the Planned Development process. The review will be whether the proposed amenities are sufficient or whether the project will need to dedicate additional parkland or pay a parkland dedication fee. The project will pay the Park Development Fee.

Cost of Units: In the applicant's presentation and in the memorandum of understanding, there is reference to this project's primary benefit being the provision of attainable and affordable housing. The applicant has stated that the units will be priced between $1350 and $2900 a month. These amounts equal $16,200 to $34,800 a year in rent. These rent levels lead to a recommended household income be at least $58,000 ($28 an hour) pretax for the least expensive rent to $120,000 ($58 an hour) pretax for the largest homes within in the project. (using 30% of income as the basis for rent as the recommended amount). The median household income in Dripping Springs based on the 2020 U.S. Census is $80,000 ($38 an hour).

Commission Recommendations:	The DAWG discussed this project and had serious questions related to the density, traffic on Creek Road, and recommended the transportation and wastewater plan in the proposed MOU. The DAWG will be reviewing this project if it moves forward and the density may require substantial changes to the proposed project plan, transportation infrastructure, and other requirements. If these changes cannot be made to the project plan and the improvements related to the project cannot be agreed on, the density would need to change.
Actions by Other Jurisdictions/Entities:	N/A
Previous Action:	N/A
Recommended Action:	Provide specific recommendations related to the density and product proposals for this project.
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, and various development fees.
Attachments:	- Proposed MOU - Exhibits - Staff Report
Related Documents at City Hall:	PDD Application and Draft
Public Notice Process:	Notice will be published for Zoning.
Public Comments:	Comments have not been received.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Mixed Use

MEMORANDUM OF UNDERSTANDING

NewGrowth Enterprises, LLC**,** a Texas limited liability company ("NG") and the City of Dripping Springs, Texas, a general laws municipality ("City") enter into this Memorandum of Understanding ("MOU") effective as of _____, 2021.

Recitals

A. NG has submitted a draft Planned Development District No. ___ ("PDD") to the City for review and approval.

B. The land within the PDD is substantially all of the lots in Roger Hanks Park, a subdivision in Hays County, Texas located within the City Limits of the City, and as more particularly identified and described in Exhibit "A" (the "Property").

C. The Land will be a residential development consisting solely of rental residential units and related amenities (the "Project"). There is a commercial portion that borders US 290.

D. The Project is within the area specifically designated by the City's Comprehensive Plan – Emerging Mixed Use Activity Center (Development and Building Ordinances – Section 2.1), which states, "In specific areas of town identified as activity nodes [in which the Project is located], more flexible form-based zoning will be used. This type of zoning focuses more on building appearance, size, and relationship to other buildings and the street rather than strictly controlling uses in that building. In targeted nodes, the goal is to provide opportunity for a mix of uses that can meet community needs of lower cost housing along with additional retail, office and commercial uses".

E. As a residential rental community, it will provide attainable, attractive rental homes for those desiring to live in Dripping Springs, but choose not to own, or cannot afford to purchase a house, or for those desiring to downsize and not have the burden of home ownership.

F. In order to proceed with the Project, the City and NG desire to reach an accord regarding the Project's density, provisions for wastewater treatment, parkland dedication, and transportation improvements to Roger Hanks Parkway (the "Essential Elements").

G. NG has a limited time frame within which to obtain the City's consent to the Essential Elements and therefore is seeking its approval.

NOW THEREFORE, the City and NG agree to the following Essential Elements:

1. The Project will consist of a mix of up to 275 attached and detached single family residential dwellings, dedicated trails, parkland, an amenity center, and other amenities benefitting the residents of the project. Additionally, there is a minimum of a 2.4 acre commercial portion. The Project will be constructed consistent with future zoning and related land use approvals. The proposed project plan is attached as Exhibit "B". Approval of this Memorandum of Understanding is not an approval of the project plan attached as Exhibit "B".

2. The Project's dedicated public and private parkland shall contain 10.55 acres leaving a deficit of 1.41 acres required by the City of Dripping Springs Parkland Ordinance which would require 11.96 acres. NG shall pursue a credit for its on-site amenity improvements (community use of pool, clubhouse, trails) which will relieve the use of the City's public facilities to offset the 1.41 acre difference. The proposed pool, parks, trails and open space plan is attached hereto as Exhibit "C". The project will pay all required Park Development Fees.
3. The Project is planning to construct and fund a wastewater line extension from the City's West Interceptor sewer line to the Property and US Hwy 290. The extension will service the Project and be available for property north of US Hwy 290. It is anticipated that the City's West Interceptor sewer line will be completed and operational for transporting the Project's wastewater to the City's sewer plant prior to the Project's completion; however, as a safety measure, until the West Interceptor line is available to the Project, NG will either (i) apply for a TLAP permit for treatment of the Project's wastewater or (ii) apply for on-site septic permits. The Project will not discharge any wastewater until (i) the TLAP or septic system apparatuses are permitted and operational or (ii) the Western Intercept sewer line is operational and available to transport the Project's wastewater to the City's sewer plant.
4. The City is reviewing the proposed improvements to Roger Hanks Parkway that have been submitted by NG. One plan creates a center turn lane and the other creates a center median. NG will accept the decision of the City as to which bests serves the community.

This MOU shall serve as the approved outline of the Project as it relates to the Essential Elements addressed herein.

City of Dripping Springs, Texas

By: _____
Name: _____
Title: _____

NewGrowth Enterprises, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"

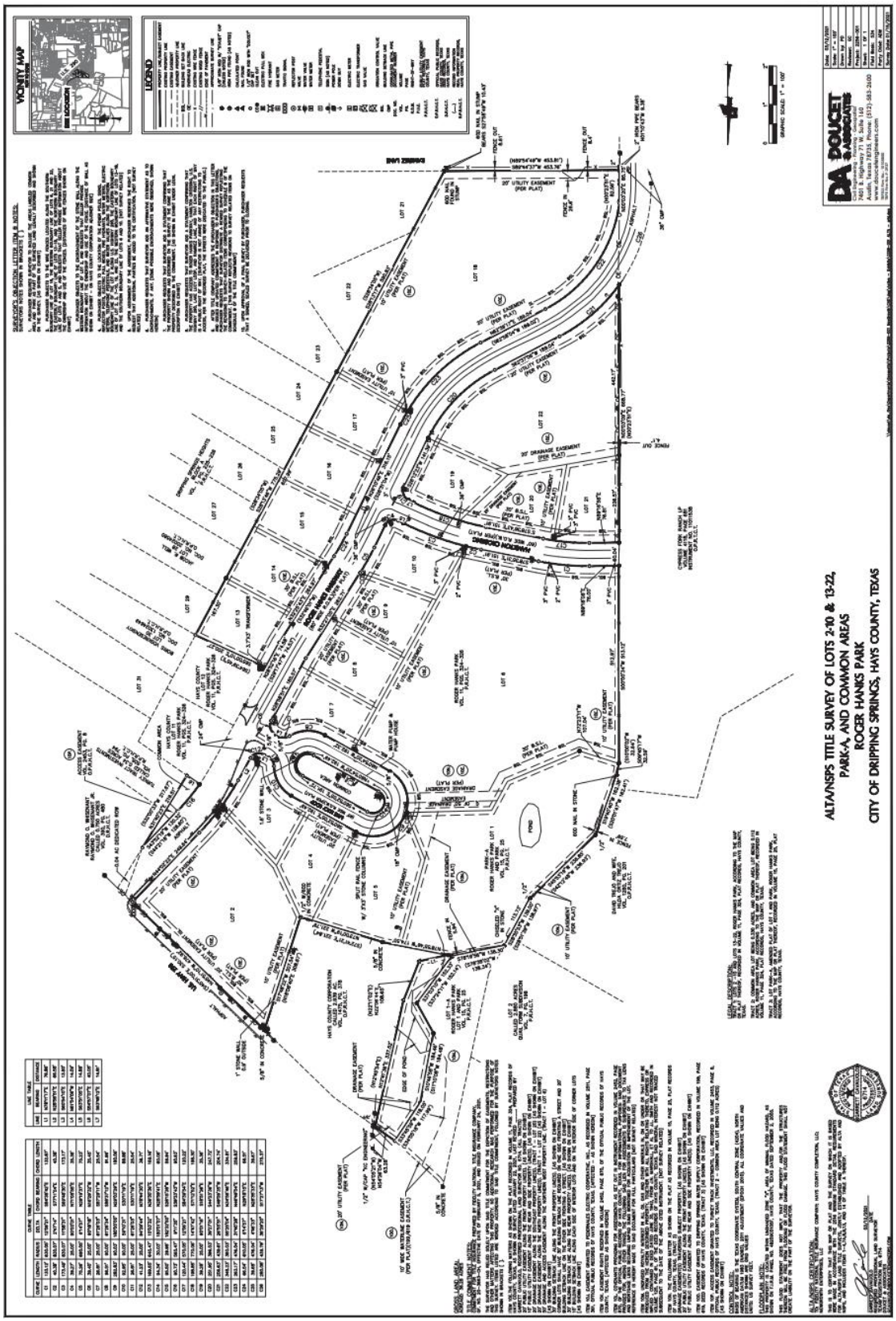

ALTA/NSPS TITLE SURVEY OF LOTS 2-10 & 13-22,
PARK-A, AND COMMON AREAS
ROGER HANKS PARK
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS
VICINITY MAP
LEGEND
DA DOUCET & ASSOCIATES

EXHIBIT “B”
The Concept Plan

EXHIBIT “C”
Parkland Area

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS

EXHIBIT C
PARKLAND EXHIBIT
NEW GROWTH
DRIPPING SPRINGS, TEXAS

North
Scale: 1" = 200'
Date: October 13, 2021

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

NEW GROWTH LIVING

RENTABLE LIFESTYLE COMMUNITIES

New Growth Roger Hanks Development – Community Benefits **September 29th, 2021**

Housing Options, Choices, and the Comprehensive Plan

The New Growth Roger Hanks development is a purpose-built single family rental neighborhood that offers a wide variety of living options for residents. Using form-based design techniques to create interesting and activated streetscapes the community will provide much needed housing diversity to the City of Dripping Springs. This is accomplished by intermingling 1- and 2-story single family detached homes, townhomes, and duplexes within the same professionally managed rental community. Resident homes on-site range from a 700 square foot 1 bedroom duplex up to a 1,700 square foot 3 bedroom single family detached home with two-car garage. These diverse unit offerings will serve a broad range of demographic needs and preferences which is vital for the City to attract and retain residences in the community.

This product type and residential land use at Roger Hanks will be a tremendous asset and benefit to the City. With housing inventory at historic lows, pressure continues building and pushing up home prices in the area. This creates challenges to deliver sufficient new, high-quality housing that is attainable to a wide range of Dripping Springs' residents. As a carefully crafted neighborhood designed for people seeking a maintenance-free, single-family home lifestyle with none of the burdens of ownership, the New Growth Roger Hanks development is a significant part of the solution and aligns with the City Comprehensive Plan.

The Project is within the area specifically designated by the City's Comprehensive Plan – Emerging Mixed Use Activity Center (Development and Building Ordinances – Section 2.1), which states, "In specific areas of town identified as activity nodes [in which the Project is located], more flexible form-based zoning will be used. This type of zoning focuses more on building appearance, size, and relationship to other buildings and the street rather than strictly controlling uses in that building. In targeted nodes, *the goal is to provide opportunity for a mix of uses that can meet community needs of lower cost housing along with additional retail, office and commercial uses*." By incorporating a variety of housing types, with pedestrian connectivity to a commercial parcel, the Project adheres to the stated goals in the Comprehensive Plan and will be an excellent addition to the community.

Parkland and Amenities

The Development provides parkland elements for the benefit of its residents and the surrounding Dripping Springs community. The Property is characterized as a mix of open ranchland pasture with a natural dry creek bed and ponds with varying topography on the western side of the tract.

The community features a combination of private and public parkland and open space. The centerpiece of the public parkland component will be a 4.7 acre park lot dedicated to the City of Dripping Springs as public land along with public open space, and amenity ponds. In addition, private parkland and open spaces are incorporated in the site design in thoughtful locations. This includes a linear green connected to the clubhouse amenity center and pocket parks with opportunities to preserve existing trees. An extensive network of public and private trails is designed and will be constructed to enhance pedestrian connectivity and promote outdoor recreation.

NEW GROWTH LIVING

RENTABLE LIFESTYLE COMMUNITIES

Additional amenities provided on-site to include:

- 3,500+ square foot Class A clubhouse amenity facility
- 1,500+ square foot resort-style pool
- Yoga/fitness rooms
- Barbecue grills/outdoor kitchen with ramada shade structure
- Indoor and outdoor lounge areas
- Bike racks
- Benches and seating
- Electric car charging stations

Utility Infrastructure

The Project will construct and fund a wastewater line extension from the City's West Interceptor sewer line to the Property and US Hwy 290. The extension will service the Project and be available for property north of US Hwy 290. This infrastructure investment is a substantial community benefit as it will improve the City's wastewater collection system and is necessary to create more development opportunities for surrounding properties and parcels north of US Hwy 290.

Transportation Infrastructure

The Project will improve Roger Hanks Parkway along the Property frontage and the existing entry archway monument. The new street section features a landscape median based on the latest iteration of the City Thoroughfare Plan. This infrastructure investment will create an aesthetically pleasing street design for residents and members of the surrounding community. Along with the beautification it will improve safety for motorists and pedestrians, and assist with the urban heat island effect, all contributing to community benefits.

NEW GROWTH LIVING

RENTABLE LIFESTYLE COMMUNITIES

New Growth Roger Hanks Development **October 1st, 2021**

Purpose Built Single Family Rental Industry

To address recent comments and questions from City of Dripping Springs stakeholders New Growth compiled industry publications that provide background and insight on the purpose built single family rental (SFR) industry. These articles highlight the following –

1. SFR is a well established residential land use that has been around for a long time. It continues to grow and evolve with increased consumer demand and more sophisticated developments.
2. These communities are institutionally owned and professionally managed. The industry leading expert John Burns Real Estate Consulting explains, "Dedicated single-family rental neighborhoods of +/- 100 to 300 units are institutional-level multimillion dollar investments that will be cared for and nurtured to increase in value. Maintenance will be better than older 'mom & pop' rental homes scattered in traditional communities."
3. There is a substantial number of purpose built SFR homes nationally and in Texas and those figures will increase in the near and long term. According to the Yardi Matrix SFR sector bulletin there's 13,187 purpose built single family rental units actively under construction nationally. These communities are "concentrated in the Southwest, Midwest and Southeast" and "some 12% of new single-family construction in 2021 is being done for rentals." That is in addition to the estimated 96,000 existing purpose built SFR units.
4. Existing purpose built SFR communities are in Austin, San Antonio and surrounding cities such as Leander, Bee Cave, Bastrop, Pflugerville, Georgetown, and Kyle. Examples are highlighted in the Urban Land Institute rental housing publication and Austin Business Journal spotlight article on the residential housing sector. The consumer demand from residents is evident and will become an increasingly important part of the region's housing stock.

The following articles have been attached for review with key excerpts highlighted –

1. John Burns Real Estate Consulting Market Overview December 2020
2. Yardi Matrix Bulletin SFR Sector Industry Overview July 2021
3. Urban Land Institute Rental Housing in America 2021
4. Austin Business Journal Single Residential Real Estate Central Texas May 2021

New Growth leverages decades of multifamily, single family, and master planned community expertise to approach purpose built SFR with a best-in-class delivery method. This involves utilizing successful elements from the industry and blending into a single cohesive project. This results in the greatest experience for residents and value for the City they are located. That is part of what makes the Roger Hanks development such a tremendous opportunity and exciting potential addition to the community.

Key Attributes Supporting Purpose Built SFR Development

The purpose of this document is to provide market context for the opportunity to develop purpose-built single-family build-for-rent homes. Understanding the renter profile and how these communities are managed can help overcome these objections.

Key attributes supporting purpose built single family rental (SFR) development are as follows:

1. Dedicated single-family rental neighborhood of +/-100 to 300 units are institutional-level multimillion dollar investments that will be cared for and nurtured to increase in value. Maintenance will be better than older “mom & pop” rental homes scattered in traditional communities.
2. Homes in dedicated single-family rental communities look the same as for-sale homes, and most prospective home shoppers are not aware that the neighborhoods have rented homes.
3. Hundreds (if not thousands) of rental homes exist in SFR communities the most popular, top-selling master planned communities in the country – without impacting new home sales
4. This new product niche fits between multifamily rental homes and for-sale single-family homes and allows developers to sell land faster than proforma and at a competitive price per acre.
5. Single-family home renters are usually more affluent than apartment renters. Many are “renters by choice” with household incomes often above $100k. In its most recent earnings call, Invitation Homes reported “residents moving in over the last 12 months had an average income of nearly $110K, covering rent by 4.8x.”
6. Purpose built SFR helps developers of MPCs and other communities sell land faster and get more homes occupied earlier. This can help accelerate retail development.
7. Rental homes can provide more-affordable housing alternatives at a time in the market cycle where many housing markets are pushing the limits on affordability of for-sale homes. We expect homeownership affordability to worsen in coming years due to high price appreciation – this may influence more households to look for single-family rentals as their housing solution
8. Opportunities are not limited to high growth markets – the oldest housing stock is in the Northeast and Midwest and consumers will appreciate homes with modern layouts and technology.

July 2021

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Institutions Are Flocking To Build Single-Family Rentals

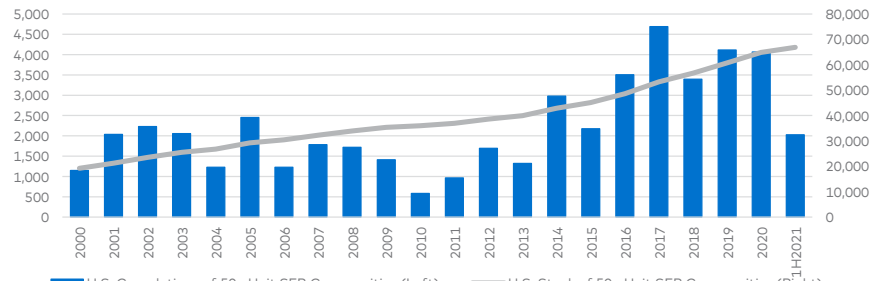
The institutionally owned single-family rental market, formed in the ashes of the 2000s housing bubble, has been rejuvenated by COVID-19. The revival comes with a new twist: the build-to-rent segment, in which homebuilders develop single-family homes to rent.

Both the institutional single-family rental and build-to-suit segments gained momentum as a result of the pandemic, which created ideal conditions. Families wanted more space and the privacy of a detached home, but without the inherent limitations of a mortgage and homeownership.

Single-family rentals have long been a major subsection of the housing market, representing about one-third of the 46 million rental homes in the U.S. However, nearly 98% of single-family rentals are operated by mom-and-pop owners. Institutions did not enter the segment until after the Global Financial Crisis in 2008 and remain a small slice of the market.

That is changing, though. The potential for growth has prompted many institutional players to jump into the niche, with more than $10 billion allocated to the sector by institutions over the last few years, according to corporate announcements and news reports.

National Stock and Completions, SFR 50+ Unit Communities



Source: Yardi Matrix

Increasingly, the way institutions are growing their presence is to build their own communities. Some 12% of new single-family construction in 2021 is being done for rentals, according to John Burns Real Estate Consulting. With so much capital looking to invest in the sector and the demand for rentals rising, we would expect build-to-rents to increase rapidly for at least the next several years.

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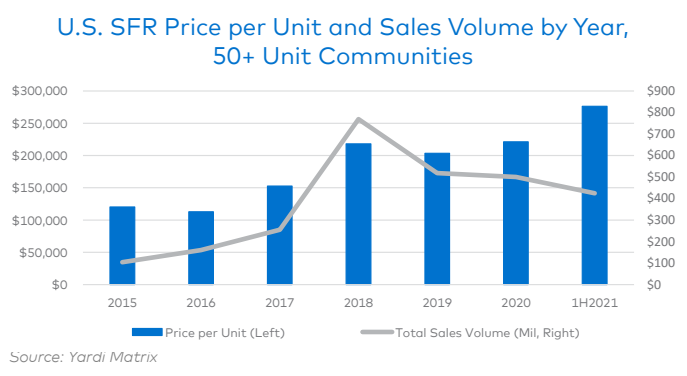
Market Born in GFC; COVID-19 Second Wave

Although single-family rentals have long been a major component of the U.S. housing industry, there was virtually no institutional capital in the segment until the wake of the Global Financial Crisis that started in 2008 after lenders doled out overleveraged subprime loans and sold them to investors in mortgage-backed securities (MBS). As loans defaulted, banks accumulated tens of thousands of foreclosed mortgages. Taking a cue from the strategies used for foreclosed commercial mortgages during the savings & loan crisis in the late 1980s and early 1990s, institutions seized the opportunity to buy the loans in bulk at steep discounts.

Institutional purchases of single-family homes reached 100,000 in 2012 and peaked at 180,000 in 2013. Even at that peak, the institutional market barely topped 5% of the 3.5 million residential home purchases that year, with concentrations in the Southwest and Southeast. The biggest buyers in the 2010-2013 first wave of institutional investment were American Homes 4 Rent, Starwood Waypoint Residential Trust, Colony American Homes and Invitation Homes.

After the initial growth period, when buying loans in bulk was no longer an option, the industry's growth slowed. Investors found it time-consuming and expensive to invest large pools of capital in $200,000 chunks. Plus, the nature of the product creates hurdles that must be overcome. Single-family homes need a steady stream of repairs, and unlike apartment complexes, they're usually not next to each other, making maintenance less efficient.

The sector seemed destined to be an enduring but small niche until it was revived by COVID-19. The pandemic and work-from-home gave young families motivation to leave urban apartments and seek out housing with more rooms and yards



Source: Yardi Matrix

for children. Yet many families who wanted to live in suburban housing did not have the savings or desire to be homeowners. Some detached-home renters lack the means to qualify for a mortgage; others want the flexibility to move.

That created demand for single-family rentals at a time when large amounts of capital flowed to commercial real estate, particularly in multifamily. Acquisition yields for apartments, however, are in the 4% range in most markets. That led deep-pocketed investors who have capital and are looking for potential growth and/or high-yield segments to revisit single-family rentals. Among the institutions that have invested or allocated billions to the sector include BlackRock, Blackstone, Lennar, Brookfield and JP Morgan Asset Management. REITs that have significant holdings of SFRs include Invitation Homes, American Homes 4 Rent and Tricon Residential.

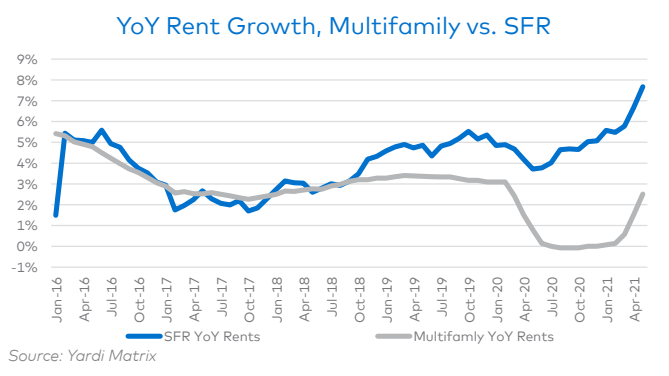
Merely having capital doesn't solve the issue of scale, though. Since loan foreclosures remain rare, assembling portfolios must be done either through one-off home acquisitions or through new construction. An increasing number of SFR owners are opting to build single-family portfolios to rent.

There are hurdles to build-to-rent, including finding enough land to support the construction of a large number of adjacent homes. SFR tracts tend to be in far-flung suburbs, since few cities and inner-ring suburbs have the vacant land necessary. The advantages of build-to-rent include the ease of

managing properties close together, with the operator able to build to their own specifications and quality level. In addition, many renters prefer a new home and are willing to pay higher rent for it.

Regional, Market-Level Disparities

One of the main arguments for SFRs is performance, which has been very good in recent years. The review of the 65,000-plus properties in our database indicates that occupancy rates and rent growth have been robust for most of the past decade and rent growth has exceeded multifamily in recent years.



Source: Yardi Matrix

Since the beginning of 2016, the average SFR rent nationally has increased by 24.1% to $1,691, according to Matrix data. Unlike multifamily, which saw rents drop during the pandemic in some markets—particularly the urban submarkets in gateway metros—SFR rents accelerated over the past year. Through mid-year 2021, SFR rents were up 6.4% nationally (all data cited is Yardi Matrix). That's after rent growth of 5.3% in 2020, 5.2% in 2019, and 3.7% in 2018. Occupancy rates in our portfolio have been steady and were 94.3% at mid-year 2021. Rent growth over the last two years generally has been strongest in secondary and tertiary markets, where the most stock is situated.

Unlike other commercial property types, there is very little SFR stock in the Northeast and in primary metros, for several reasons. One is that the original institutional involvement was concentrated in areas where there were bulk foreclosure sales. That is easier to accomplish in some states than others, due to how the foreclosure process is operated and the fact that for economic reasons some metros saw a larger concentration of foreclosures during the GFC.

Another issue is the availability of land. Primary markets such as New York, Boston, Chicago and San Francisco have very few of the large plots of land needed to build complexes with dozens of single-family homes. SFR stock is concentrated in the Southwest, Midwest and Southeast. Metros such as Phoenix that have huge expanses of available land present much more of an opportunity for single-family rental communities.

The regional disparity is reflected in data on properties under construction. Of the 12,246 SFR units under construction in 50-plus unit communities, more than two-thirds (8,491) are in secondary markets and the rest (3,755) are in tertiary markets. No SFR communities are being built in gateway metros.

By region, the Southwest (4,896) and Southeast (3,978) have by far the most units under construction, trailed by the Midwest (1,716) and West (1,522). The number of units being built in the Northeast (134) is negligible. Developers with the most SFR build-to-rent communities under construction are American Homes 4 Rent (1,603), NexMetro Communities (1,336) and Redwood Living (1,067).

Phoenix has both the most existing SFR properties in 50-plus unit communities and the most such properties under construction. Phoenix has nearly 6,000 existing SFR communities and more than 2,500 under construction. Other metros with the most existing units in large communities are Columbus (4,300), the Inland Empire (2,500), Detroit (2,500) and Kansas City (2,200). Other metros with the most SFR communities under

construction are Jacksonville (766), Charlotte (719), Houston (644) and Atlanta (544).

The largest owners in our database are Redwood Living (9,806 units), Inland Real Estate Group (1,579), NexMetro Communities (1,510) and Lewis Group (1,254). These are not the largest institutional owners of SFRs, but the largest that own contiguous homes in communities with 50-plus units in our database.

American Homes 4 Rent owns more than 55,000 single-family units, but the bulk of its existing portfolio encompasses homes acquired as standalone properties. AH4R represents the development of the industry, as the company's strategy has evolved to include a robust build-to-rent program. The REIT's growth strategy has changed to recognize that building is often a more efficient way to grow than buying pre-existing homes one at a time.

Units Under Construction by Market Size

	50+ Community Units U/C
National	13,187
Secondary	9,266
Tertiary	3,921
Gateway	0

Source: Yardi Matrix

Units Under Construction by Region

Region	50+ Community Units U/C
Southwest	5,062
Southeast	4,549
Midwest	1,716
West	1,666
Northeast	194

Source: Yardi Matrix

Units Under Construction by Metro

Market	50+ Community Units U/C
Phoenix	2,592
Houston	1,035
Jacksonville	766
Charlotte	719
Dallas	551
Atlanta	544
Charleston	475
Sacramento	422
Austin	374
Denver	337
Des Moines	334
Salt Lake City	292
NC Florida	283
San Antonio	277
Las Vegas	266

Source: Yardi Matrix

Units Under Construction by Builder

Owner	50+ Community Units U/C
American Homes 4 Rent	1,603
NexMetro	1,336
Redwood Living	1,067
D.R. Horton	705
Camillo Properties	644
Newport Pacific Land	507
Petrovich	422
Capstone Collegiate	283
Sands Companies	253
The Wolff Company	230
Brown Group	217
Harvard Investments	212
RangeWater	197
GTIS Partners	197
Moderne	185
Transcendent	184
Wright Homes	180
Edgewater Ventures	177
Tradition Companies	176
El Dorado Holdings	174

Source: Yardi Matrix

Yardi's Central Data Repository

The lack of market information and transparency is an impediment to SFR growth. There is no central repository of information, and the vast majority of properties are detached, making data collection difficult. Yardi Matrix is stepping into that breach with a new database of single-family rental communities that currently encompasses more than 730 communities with 96,000 units and continues to expand. To meet the criteria for our database, properties:

- Must be in complexes with 50 or more units;
- Must not share walls with other structures; or
- If they have shared walls, neighbors must not be above or below, and they must have a direct-access garage.

Our SFR database, which is likely the largest database of single-family rentals in the U.S., still represents a small percentage of the overall institutional SFR market, which encompasses roughly 1.5 million units. The data does provide a standard definition of what is and what isn't SFR; performance of fundamentals such as rent and occupancy; valuations and sales data; a compilation of new supply (what's in the pipeline and where); and a list of investors in the segment.

What Build-to-Suit Offers

The institutional SFR market developed in the wake of the Global Financial Crisis in order to take advantage of the foreclosure crisis. When vulture investors swooped in to buy undervalued home loans from banks, many in the market were skeptical that the segment had staying power. Doubters expected institutional investors to cash out when home values recovered. "Is SFR a new niche sector or merely a trade?" was a common question.

Top Owners, 50+ Unit Communities

Owner	50+ Unit Community Units
Redwood Living	9,806
Inland Real Estate	1,579
NexMetro	1,510
Lewis Group	1,254
A.R. Building	620
City of Marina	548
Carmel Partners	540
Ashley Companies	523
Christopher Todd	508
Embassy Group	504
Blank Property	496
DRK & Company	492
Horizon Development	490
Sentry Asset	486
M3 Multifamily	470
Connor Group	470
Beachwold Resi	470
Dermot Company	456
Duff, Charles B.	439
Fairfield Properties	432

Source: Yardi Matrix

Although some institutions did cash out, others stayed in, though growth slowed until the pandemic breathed new life into the segment. Now lifestyle and demographic trends denote continued strong demand for SFRs. Meanwhile, the pandemic produced a sharp rise in savings that left institutions flush with cash and looking for real estate to buy. That has benefited niche segments as traditional asset classes have become extremely rich.

The logic of the investment doesn't make SFRs a slam-dunk. Managing vast pools of small assets remains a tricky endeavor that requires a specialized expertise. Institutional owners of SFRs need more than capital and willingness to succeed. Also required is efficient maintenance, technology adequate to manage and market properties, and the continued cooperation of economic trends. Not to mention that the SFR

market has yet to be tested over a long period of time.

Build-to-rent does offer a more stable environment in which to grow. Although much can still go wrong and space to build remains limited, there are advantages. It enables investors to control the product from start to finish, to create a "brand" as opposed to a random pool of assets, to concentrate a larger number of holdings in fewer locations, and possibly to improve liquidity by adding to the potential number of market participants. As such, build-to-rent is likely to flourish in the next economic cycle.

—Paul Fiorilla, Director of Research, and Casey Cobb, Senior Analyst

Appendix

Sales Volume by Metro

Metro	Total Dollar Volume ($MM) Since 2015
Phoenix	$762.9
West Palm Beach	$180.8
Austin	$141.9
Tucson	$115.3
Long Island	$111.8
Detroit	$109.7
Twin Cities	$105.5
Denver	$98.8
Tacoma	$98.3
Seattle	$82.0
Dallas	$74.8
Las Vegas	$64.3
Baltimore	$60.1
Tampa	$60.0
Kansas City	$57.0
Salt Lake City	$53.1
Houston	$51.4
Lexington	$43.6
San Antonio	$43.0
Columbus	$38.5

Source: Yardi Matrix

Stock, Rent Growth by Region

Region	Stock-50+ Unit Communities	YoY Rent Growth - May 2021
Midwest	20,933	6.7%
West	15,247	8.0%
Southwest	14,856	10.0%
Southeast	10,696	6.3%
Northeast	5,147	4.7%

Source: Yardi Matrix

Stock, Rent Growth by Market Size

Market Size	Stock-50+ Unit Communities	YoY Rent Growth - May 2021
National	66,879	7.8%
Seconday	35,715	8.1%
Tertiary	29,068	7.4%
Gateway	2,096	2.6%

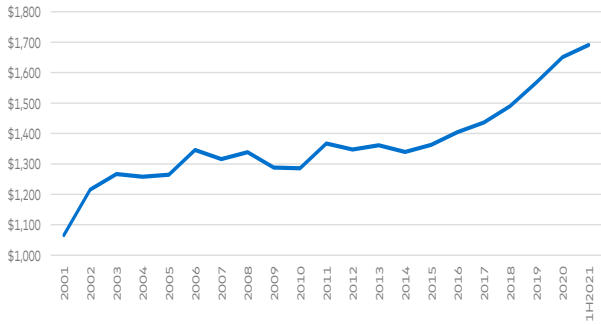
Source: Yardi Matrix

Stock, Rent Growth by Metro

Market	Stock-50+ Unit Communities	YoY Rent Growth - May 2021
Phoenix	6085	15.0%
Columbus	4309	6.7%
Inland Empire	2513	18.9%
Detroit	2499	6.7%
Kansas City	2232	5.2%
Dallas	1949	4.7%
Cleveland	1903	12.1%
Houston	1765	2.7%
Indianapolis	1654	5.9%
Central Valley	1633	11.1%
Twin Cities	1561	4.3%
Salt Lake City	1370	5.5%
Las Vegas	1292	12.3%
Tucson	1181	14.7%
Pittsburgh	1107	5.8%
Dayton	1096	1.0%
Toledo	1034	9.5%
Portland	980	2.6%
Rochester	968	7.5%
Lansing, MI	894	7.8%

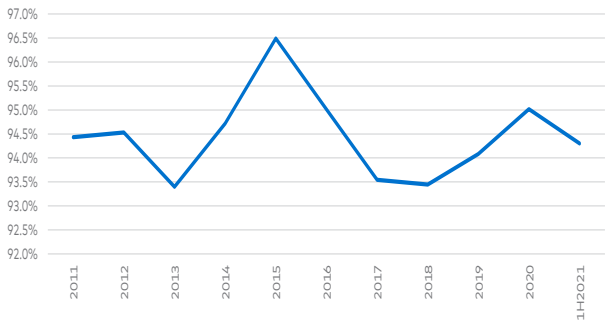
Source: Yardi Matrix

SFR National Rent Growth, 50+ Unit Communities



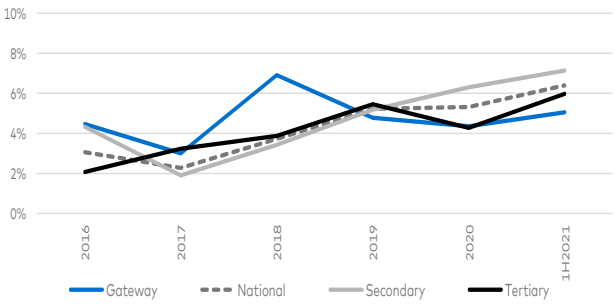
Source: Yardi Matrix

SFR National Occupancy, 50+ Unit Communities



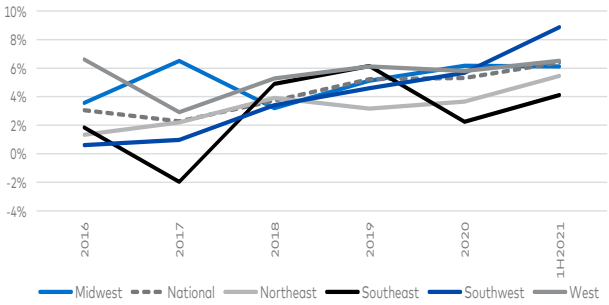
Source: Yardi Matrix

Avg. YoY Rent Growth, SFR 50+ Unit Communities by Market Size



Source: Yardi Matrix

Avg. YoY Rent Growth, SFR 50+ Unit Communities by Region



Source: Yardi Matrix

Completions by Market Size

Market Size	50+ Unit Community Unit Completions Since 2015
National	23,971
Secondary	14,070
Tertiary	9,838
Gateway	63

Source: Yardi Matrix

Completions by Region

Region	50+ Unit Community Unit Completions Since 2015
Midwest	8,788
Southwest	7,638
West	3,278
Southeast	3,224
Northeast	1,043

Source: Yardi Matrix

Completions by Metro

Market	50+ Unit Community Unit Completions Since 2015
Phoenix	5,026
Indianapolis	1,419
Detroit	1,371
Columbus	1,249
Lansing, MI	894
Dallas	806
Dayton	693
Salt Lake City	598
Cleveland	578
Inland Empire	524
Austin	497
Houston	484
Des Moines	448
Denver	418
Greenville	403
Fort Wayne	402
Charlotte	395
Kansas City	393
Cincinnati	367
San Antonio	332
Grand Rapids	323
Central Valley	310
Rochester	306
Tucson	301
Albany	294

Source: Yardi Matrix

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Low-Density Rental Housing in America

Urban Land Institute

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The Urban Land Institute is a global, member-driven organization comprising more than 45,000 real estate and urban development professionals dedicated to advancing the Institute's mission of shaping the future of the built environment for transformative impact in communities worldwide.

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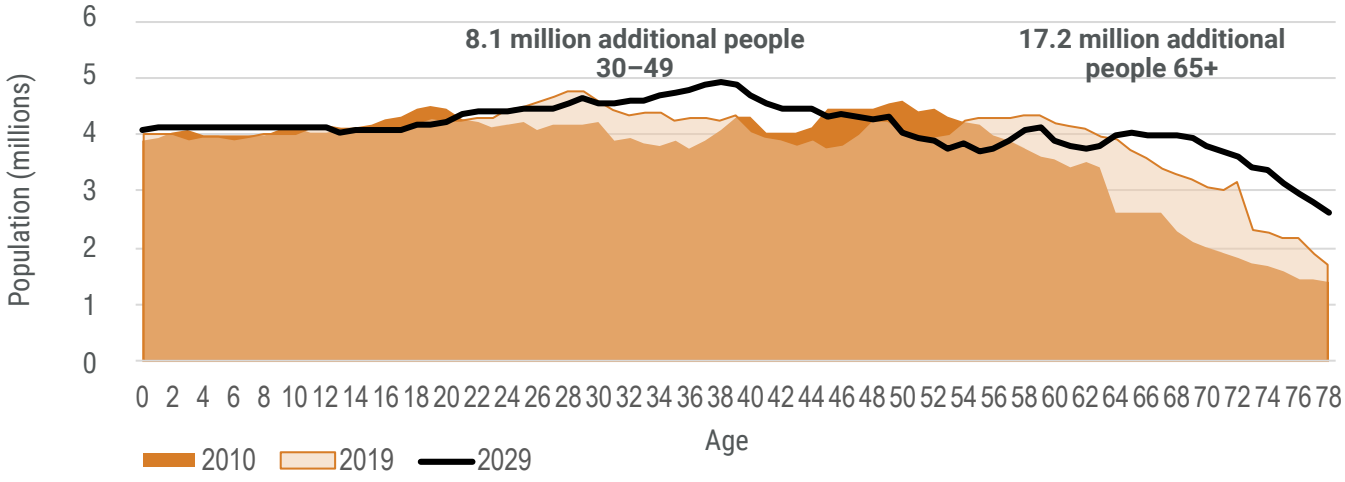
1. Introduction and Background

The United States is home to a broad spectrum of households with diverse housing needs; however, new rental deliveries in the past decade have primarily consisted of large-scale multifamily communities. Development patterns over the past decade have responded in part to the oversupply of single-family homes during the subprime lending crisis and the high concentration of millennials in their prefamily years, typically living in smaller urban apartments. Furthermore, regulatory challenges with missing-middle housing in many municipalities and the availability of equity and debt in the capital markets for conventional multifamily properties exacerbated rental housing's uniformity.

Demographic trends suggest the number of adults under the age of 30 is likely to level out, but significant population growth in the 30- to 49-year-old segment is expected over the next decade as the millennial cohort continues to mature and progress into prime family formation ages. Although many of these households will purchase homes, as demonstrated across the country over the past 12 months, many millennials will continue to rent because of lifestyle or affordability reasons. Given the constrained housing market and rising construction costs, affordability is one of the most pressing challenges facing many Americans. The median sales price for a home in the United States has increased steadily since the Great Recession, whereas incomes have grown at a slower rate. Today, the median home price is 5.6 times higher than the median income in the United States, a significant change from the average of approximately 4.0 from 1985 to 2000.[1]

HISTORICAL, CURRENT, AND PROJECTED POPULATION BY AGE
United States—2010, 2019, 2029 (projected)



Sources: U.S. Census Bureau; Esri.

[1] Moody's Analytics.

Though the long-term implications remain uncertain, the COVID-19 pandemic will significantly influence the future of the real estate industry. Despite noteworthy increases in new-home sales and broad single-family-home price appreciation of new and existing homes, the pandemic and economic shutdowns have created financial hardship for millions of American households. As the *ULI Terwilliger Center 2021 Home Attainability Index* has reflected, homeownership is even further away today for many because of income or employment loss during the pandemic, coupled with the rapid rise in national home prices. As a result, many households will likely remain in the rental housing market for extended periods.[2]

The demographic tailwinds, the impact of COVID-19, and growing affordability concerns, highlighted in ULI's *Emerging Trends in Real Estate® 2021* report, contribute to the rapid institutionalization of a new rental housing product type: purpose-built single-family rentals. While single-family rental homes are not a novel concept, as households have rented single-family homes for decades, purpose-built single-family rental homes are a relatively new concept.

Traditionally, single-family rentals have been primarily owned and operated by small-scale investors, accounting for more than 97 percent of existing inventory. However, following the subprime mortgage crisis and resulting Great Financial Crisis, several institutional investors (e.g., Invitation Homes/Blackstone Group, American Homes 4 Rent, Tricon American Homes) began aggregating homes in delinquency or foreclosure into rental portfolios. With national home prices bottoming in the first quarter of 2012 and excess housing supply in the market, many of these groups began to acquire significant numbers of individual properties. Despite these real estate investment trusts (REITs) and private companies purchasing tens of thousands of single-family homes over the past decade, it is estimated that institutional investors (owning more than 2,000 homes[3]) represent less than 3 percent of the total single-family rental homes in the United States.

[2] Michael A. Spotts, *ULI Terwilliger Center 2021 Home Attainabilty Index: Housing, Health, and the COVID-19 Crisis* (Urban Land Institute Terwilliger Center for Housing, March 2021), knowledge.uli.org/en/reports/research-reports/2021/terwilliger-center-home-attainability-index.

[3] Altus Group and U.S. Census Bureau.

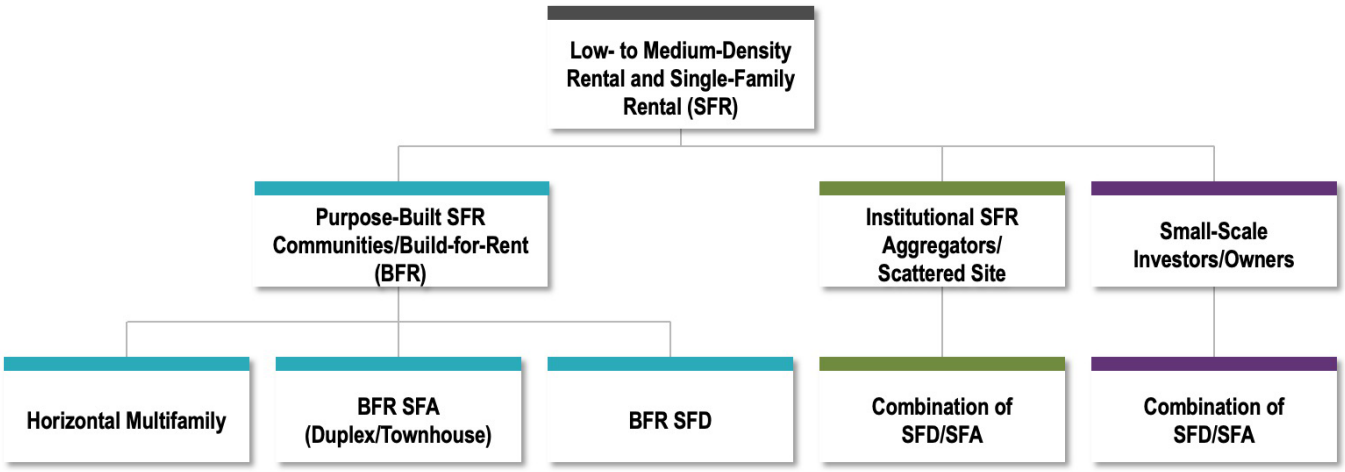
Given the increase in home prices and historically low inventory levels, single-family rental aggregators face scalability challenges. Furthermore, with portfolios spanning numerous submarkets and markets, these aggregators face challenges providing consistent and high-quality property management. Recognizing these challenges, both existing operators and new single-family rental developers entering the market are opting to pursue ground-up development on more significant sites or bulk takedown agreements from homebuilders to provide better management, service, and amenities as well as increase scalability.

Single-family rentals (SFRs) benefit from the maturing millennials seeking a new type of rental product that matches their changing lifestyles, empty nesters looking to downsize, and the array of households in transitional life stages. Single-family rental housing will likely benefit from a robust segmentation strategy, appealing to both renters by choice and renters by necessity. Furthermore, SFRs provide the added interior space and yard for the growing number of households with pets and employees working from home, a key trend outlined in ULI's *Emerging Trends 2021*.

Given the strong tailwinds for purpose-built SFR housing, many new players have entered or are considering the purpose-built single-family asset type, including REITs, developers, investors, homebuilders, and crowdfunding platforms. Furthermore, given the organic growth of the product type over the past 10 years, a wide variety of products, communities, and strategies exist, which increases confusion across the industry and the media regarding nomenclature. RCLCO and ULI have set out to codify the SFR market's language, product types, and differentiating characteristics.

2. Defining a Rapidly Evolving Product Type

The competitive landscape for institutionalized SFR housing continues a rapid evolution as more companies enter the asset class, each with various strategies, product types, positioning, and locations. Market participants are diverse, including more than 60 known developers and operators nationwide, with more entrants each day. The SFR market includes individual investors; REITs; purpose-built SFR developers (AHV Communities, Christopher Todd, NexMetro); diversified developers (Brookfield, Provident Realty); public and private homebuilders (Taylor Morrison, Lennar, Toll Brothers, David Weekley Homes); multifamily developers (Greystar, Middleburg Communities); crowdfunding platforms (Fundrise); and online marketplaces (Zillow).



BFR communities provide cohesive offerings of single-family rental homes, with on-site management and maintenance *within the three subcategories below:*

Horizontal multifamily communities *share many similarities with multifamily properties in terms of unit sizes, unit types, and amenities but do not have stacked units*

BFR single-family attached *vary in scale, density, and orientation, but typically provide attached garages and larger unit sizes than horizontal multifamily communities*

BFR single-family detached *typically offer the largest homes of the three subcategories, often containing three or more bedrooms*

Institutional SFR aggregators/scattered site consist of uniformly branded properties that are professionally managed and use a master leasing and operating platform; given housing supply constraints, aggregators are moving to bulk home takedown structures in partnerships with homebuilders

Small-scale investors/owners represent the largest share of units in the single-family rental market; homes are owned and operated by small-scale investors who typically own fewer than three rental properties

Single-Family definition: *Single-family structures include fully detached, semi-detached (semi-attached, side-by-side), rowhouses, duplexes, quadruplexes, and townhouses. For attached units to be classified as single-family structures, each unit must be separated by a ground-to-roof wall and have a separate heating system and individual meters for public utilities, with no units located above or below.*

Despite the significant variation in offerings already in the market, most market participants agree on the asset class's overarching term: **single-family rentals**.[4] However, less consensus exists on the subclassifications. RCLCO and ULI analyzed hundreds of news articles and conducted interviews with various market experts to attempt to codify the language around the product type. Under the overarching SFR umbrella, land use is further differentiated based on the single-family rental structure and ownership model.

a. **Small-Scale Investors/Owners:** Representing more than 97 percent of the existing SFR housing market, this category is typified by individuals or groups of investors that purchase individual homes and rent them to tenants. Small-scale investors generally own few properties, with most owning fewer than three homes, and lack the scale required for operating and marketing efficiencies. These rentals are often referred to as the "shadow market," with listings typically available on online marketplaces, such as Zillow. While less prevalent, some developers and builders are starting to market for-sale homes directly to individual investors looking to purchase rental properties.

b. **Institutional SFR Aggregators/Scattered Site:** Representing the initial institutionalization of SFRs, these businesses aggregated thousands of homes across various markets and states following the Great Financial Crisis, leveraging scale and robust platforms to streamline the SFR process. Given housing constraints and elevated home prices in most rapidly growing U.S. markets, aggregators increasingly work with homebuilders to purchase blocks of new-construction homes in bulk to add to their platforms. This partnership with builders reduces market risks for homebuilders while allowing institutional aggregators the scale needed for capital deployment.

c. **Purpose-Built SFR Communities/Build-for-Rent:** The newest of the three, this category includes communities specifically designed and dedicated to SFR housing. Build-for-rent (BFR) communities incorporate consistent branding, housing quality, and vintage. Furthermore, these communities often offer on-site resources, such as leasing services, property management, and amenities. Although multifamily rental properties could qualify as BFR, the industry jargon has quickly associated the term specifically with purpose-built SFR communities.

[4] This report adopts for convenience the U.S. Census Bureau's definition, as follows. Single-family structures include fully detached, semi-detached (semi-attached, side-by-side), rowhouses, duplexes, quadruplexes, and townhouses. For attached units to be classified as single-family structures, each unit must be separated by a ground-to-roof wall and have a separate heating system, individual meters for public utilities, and no units located above or below.

The next layer of product and community differentiation relates to the specific product typologies. While small-scale investors and institutional SFR aggregators primarily own single-family detached (SFD) homes without shared walls, these investors may also own single-family attached (SFA) homes that share one or more walls (e.g., townhouses, duplexes, rowhouses). Product typologies vary widely in BFR communities, with housing products ranging from single-family detached homes on individually platted lots, various SFA typologies, or "horizontal multifamily" offerings. Horizontal multifamily is new jargon used in the industry to characterize a BFR community that offers unit sizes and bedroom counts comparable to multifamily properties but without stacked dwelling units. Horizontal multifamily properties typically consist of small SFD patio homes and SFA units (e.g., townhouses or duplexes) on land zoned for traditional multifamily development.

3. Build-for-Rent Concept and Community Profiles

This section outlines the key characteristics of each unique SFR subclassification. Project profiles are included with some of the subclassfications discussed to illustrate key characteristics of successful communities.

HORIZONTAL MULTIFAMILY

BFR horizontal multifamily communities deliver many similarities to multifamily properties, including unit sizes, location, zoning, bedroom types, and amenities, but lack stacked units and tend to offer more three-bedroom units than traditional multifamily communities. Composed of dense one-story SFD units, as well as townhouses and duplexes for the smallest units, horizontal multifamily communities can achieve densities of nine to 14 dwelling units per acre, depending on the unit mix and site layout. These communities generally offer between 100 and 150 units, though projects are becoming increasingly more extensive to boost operating efficiency as the product has demonstrated market acceptance. Horizontal multifamily communities are typically developed on land zoned for commercial or multifamily uses, given the density and construction configuration of the product.

Amenities: Amenities at horizontal multifamily communities generally include private fenced patios or lawns, a resort-style pool, a small fitness center, a clubroom, and a business center. The private patios or lawns are often gravel or artificial turf to minimize maintenance needs. Units generally do not include attached garages, but ample street parking and rentable detached garages are available. In-unit washing machines and dryers typically come with each unit.

PROJECT PROFILES: SUCCESSFUL HORIZONTAL MULTIFAMILY COMMUNITIES

Avilla Eastlake
Thornton, Colorado

Product type: Horizontal multifamily
Developer: NexMetro
Year built: 2020
Units: 244
Status: Lease-up

Avilla Eastlake is a new horizontal multifamily community in Thornton, Colorado. Its suburban infill location provides residents with excellent accessibility around Denver and ample neighborhood retail. The primary target markets are maturing millennials and adult households that rent by choice.

Amenities	
Swimming pool	Dog run
Jacuzzi-spa	Playground
Sports court	BBQ-grilling area
Detached garages – $150	

			Unit size (sf)		Asking rent		
Type	Units	Mix	Min – Max	Avg	Min – Max	Avg	Avg $/sf
1 BR	78	32%	638 – 638	638	$1,604 – $1,694	$1,642	$2.57
2 BR	97	40%	981 – 981	981	$2,083 – $2,269	$2,153	$2.19
3 BR	69	28%	1,289 – 1,289	1,289	$2,369 – $2,460	$2,426	$1.88
Total/avg	**244**	**100%**	**638 – 1,289**	**958**	**$1,604 – $2,460**	**$2,067**	**$2.16**

Source: NexMetro Communities.

Christopher Todd Communities at Marley Park
Surprise, Arizona

Product type: Horizontal multifamily
Developer: Christopher Todd
Year built: 2020
Units: 175
Status: Stabilized

Located within the Marley Park MPC, Christopher Todd Communities at Marley Park offers horizontal multifamily homes and a full amenities package. The location is vehicle oriented, but nearby parks provide a traditional suburban lifestyle that is attractive to young families and prefamily couples.

Amenities	
Swimming pool	Lounge-clubhouse
Jacuzzi-spa	Fitness center
Sports court	BBQ-grilling area
Detached garages – $165	

			Unit size (sf)		Asking rent		
Type	Units	Mix	Min – Max	Avg	Min – Max	Avg	Avg $/sf
1 BR	82	47%	668 – 668	668	$1,315 – $1,315	$1,315	$1.97
2 BR	93	53%	1,022 – 1,022	1,022	$1,770 – $1,800	$1,785	$1.75
Total/avg	**175**	**100%**	**668 – 1,022**	**856**	**$1,315 – $1,800**	**$1,565**	**$1.83**

Sources: Christopher Todd Communities; Axiometrics.

Market Audience: The most populous renter segment at most horizontal multifamily communities is older millennials transitioning into a new lifestyle or preparing to start a family. These individuals are accustomed to renting and may be saving for a downpayment, but they seek enhanced privacy or space for pets. Another segment consists of mature adults or families accustomed to living in single-family homes but that are moving to a new city and renting before buying or are recently divorced. Horizontal multifamily also attracts a small share of empty nesters who appreciate the convenience of renting but prefer a single-family home to living in a multifamily property.

Location/Setting: The horizontal multifamily product was initially pioneered in Arizona and expanded to Texas, Colorado, Florida, New Mexico, and North Carolina. Using previous research from RCLCO and ULI's Terwilliger Center for Housing classifying suburban and urban neighborhoods, approximately 75 percent of horizontal multifamily communities are developed as infill projects in established suburban locations, with the balance primarily concentrated in rapidly growing greenfield suburbs. Given the land use density and zoning, horizontal multifamily projects typically compete with garden-style apartments for developable land.[5]

Competition and Positioning: Horizontal multi-family fills a product gap between traditional single-family homes and garden-style multifamily apartments. It attracts households that prefer a single-family home's privacy but do not need or cannot afford the large square footages of traditional single-family homes. The main competition to horizontal multifamily is garden-style apartments, with some competition from SFA and SFD homes on the shadow market. Because horizontal multifamily housing is generally preferred to the alternatives, it commands a substantial premium on a size-adjusted price per square foot basis relative to comparable garden-style multifamily and the local single-family shadow market. Despite premium positioning, smaller unit sizes at horizontal multifamily communities typically produce lower monthly rent payments than the monthly cost of ownership within the same submarket.

[5] Urban Land Institute, *Housing in the Evolving American Suburb* (Washington, DC: Urban Land Institute, 2016); ULI Terwilliger Center for Housing and RCLCO, *The New Geography of Urban Neighborhoods* (Washington, DC: ULI and RCLCO, 2018).

BUILD-FOR-RENT SINGLE-FAMILY ATTACHED

BFR single-family attached housing encompasses a broad spectrum of community configurations, unit types, and sizes, though each unit shares at least one vertical wall, and units are not stacked on top of each other. Because SFA communities are located in urban and suburban settings, they have noticeable variations in project sizes, typically ranging between 70 and 200 units. Furthermore, BFR SFA communities achieve densities of eight to 16 dwelling units per acre, with communities offering three-story townhouses able to achieve relatively high densities. Units at SFA communities generally provide two or more bedrooms and are larger on average than multifamily unit sizes but smaller than traditional single-family homes.

Amenities: The amenity offerings at BFR townhouse and duplex communities also differ by setting. BFR SFA communities in urban settings offer few amenities, though most communities provide a private fenced patio and an attached garage. In suburban locations, clubhouses with fitness centers are occasionally included, while additional outdoor amenities like a pool, grilling area, playground, or sports courts are more common in the newer communities to help with differentiation. Depending on the target audience and market, operators may choose to include washing machines and dryers or only provide hookups.

Market Audience: Like other aspects of the product category, the prominent market audience is determined by the community's setting. Suburban townhouses/duplexes often serve as transitional housing while renters are building or seeking to purchase a house nearby. Household types include families moving to a new area and prefamily millennial couples choosing to rent before buying to explore a neighborhood or construct a home. These types of households skew slightly older than the demographic makeup of renters at horizontal multifamily communities.

Recent divorcees are also common renters at single-family attached communities, given the need for larger homes with additional storage space. SFA communities in urban infill locations are attractive to young professional couples and roommates, particularly at transit-oriented sites. A smaller share of empty nesters rent at both suburban and urban SFA communities.

NEXMETRO COMMUNITIES

Location/Setting: BFR townhouse and duplex communities are located across the United States, usually in Sunbelt cities with lower living costs. While SFA rentals exist on the shadow market in high-cost cities, they are rarely purpose-built for rent and are typically owned by small-scale investors. BFR SFA communities are prevalent in the Mountain West, Midwest, Sunbelt, and Southern California. As previously discussed, BFR townhouse and duplex communities are situated in both urban and suburban locations. BFR SFA communities are slightly more prevalent in established suburban infill locations, though greenfield suburbs represent a sizable and increasing concentration. SFA communities are typically zoned for multifamily development, but sites may be individually platted in some circumstances.

Competition and Positioning: The primary competitive market for SFA communities is the shadow market, owned by small-scale investors or SFR aggregators. Additional competition in some markets may come from townhouse-style or three-bedroom units at multifamily communities. Given larger unit sizes and increased competition from the shadow market, BFR SFA communities are typically priced a slight size-adjusted premium over garden-style apartments, though premiums vary by quality and amenitization of the SFA community. Larger unit sizes and strong pricing typically yield monthly rent payments comparable to the monthly cost of ownership, assuming at least a 10 to 15 percent downpayment.

PROJECT PROFILE: SUCCESSFUL BUILD-FOR-RENT SFA COMMUNITY

BB Living at Val Vista
Gilbert, Arizona

Product type:	BFR SFA
Developer:	BB Living
Year built:	2021
Units:	217
Status:	Lease-up

BB Living at Val Vista is a new townhouse community located in Gilbert, Arizona. The community is located on the suburban edge in a rapidly growing submarket of Phoenix. The local school district scores above the state average. The site is vehicle oriented but has excellent access to a nearby highway.

Amenities	
Swimming pool	Dog run
Fitness center	Playground
BBQ-grilling area	Attached garages included

			Unit size (sf)		Asking rent		
Type	Units	Mix	Min – Max	Avg	Min – Max	Avg	Avg $/sf
3 BR	135	62%	1,604 – 1,679	1,650	$2,254 – $2,370	$2,305	$1.40
4 BR	82	38%	1,890 – 2,200	2,090	$2,444 – $2,634	$2,563	$1.23
Total/avg	**217**	**100%**	**1,604 – 2,200**	**1,816**	**$2,254 – $2,634**	**$2,402**	**$1.32**

Sources: Mark Taylor; Axiometrics.

BUILD-FOR-RENT SINGLE-FAMILY DETACHED

BFR SFD communities are the most similar to SFR units owned by institutional aggregators and small-scale investors but benefit from economies of scale with high concentrations of units in a single location and cohesive branding. Many of these communities are associated with or are sold from a larger master-planned community. BFR SFD communities typically contain between 85 and 175 homes, with an average density of three to seven dwelling units per acre. Given these lower densities, SFD communities are predominantly located in suburban locations and are typically platted as individual residential lots. Units at SFD communities generally provide three or more bedrooms and are significantly larger on average than multifamily unit sizes.

Amenities: In addition to larger unit sizes, another key feature of BFR SFD homes is the spacious backyards, with many communities offering large, fenced backyards. Furthermore, higher-end SFD communities typically include a community clubhouse with a fitness center, pool, business center, walking trails, dog park, and playground. When communities are located within a larger master-planned community, residents of the BFR community are often allowed access to the broader community amenity center. Most SFD homes in BFR communities come with attached two-car garages. All properties provide at least washing machine and dryer hookups, though some properties include in-unit appliances with base rent.

Market Audience: The primary audience for BFR SFD homes is family households, typically in a transitional period after moving to a new market or during home construction. Mature professionals and empty nesters represent secondary market audiences. They are attracted to the maintenance-free lifestyle while also enjoying the enhanced space, privacy, and conveniences of a single-family home.

Location/Setting: BFR SFD communities are most prevalent in low-cost Sunbelt markets, including Texas, Florida, Georgia, and Arizona. The majority of SFD communities are located in greenfield suburbs, though a sizable number are located on the edge of established suburban neighborhoods. Increasingly, master-planned community developers and homebuilders leverage existing infrastructure in planned communities and sell sections of their landholdings to BFR SFD developers and operators.

Competition and Positioning: The primary competitive market for BFR SFD communities is inventory owned by institutional aggregators or small-scale investors. Given their larger unit sizes, higher absolute rents, and increased competition from the shadow market, BFR SFD communities are typically priced at a slight size-adjusted premium over garden-style apartments, but at healthy premiums over small-scale investor inventory, given the elevated level of execution, on-site property management, yard maintenance, and amenities provided by the BFR communities. Larger unit sizes and strong pricing typically yield monthly rental payments comparable to the monthly cost of ownership, assuming a downpayment ranging between 10 and 15 percent.

PROJECT PROFILES: SUCCESSFUL BUILD-FOR-RENT SFD COMMUNITIES

Pradera
San Antonio, Texas

Product type:	BFR SFD
Developer:	AHV
Year built:	2019
Units:	250
Status:	Stabilized

Pradera is a BFR SFD community in San Antonio. Its location within an established suburban area provides residents with strong accessibility and good schools. The primary target markets are maturing millennials and families seeking more space in an amenitized and well-executed setting.

Amenities	
Amenity center	Resort-style pool
Lounge/café workspace	Dog park
Fitness center	Sports courts

			Size (sf)		Asking rent		
Type	Units	Mix	Min – Max	Avg	Min – Max	Avg	Avg $/sf
3 BR 2 BA	89	35.6%	1,435 – 1,435	1,435	$1,894 – $1,894	$1,894	$1.32
3 BR 2.5 BA	138	55.2%	1,555 – 1,555	1,555	$1,994 – $1,994	$1,994	$1.28
4 BR 2.5 BA	23	9.2%	1,942 – 1,942	1,942	$2,364 – $2,364	$2,364	$1.22
Total/avg	**250**	**100%**	**1,435 – 1,942**	**1,548**	**$1,894 – $2,364**	**$1,992**	**$1.29**

Source: AHV Communities.

Palomino Ranch
Houston, Texas

Product type:	BFR SFD
Developer:	Tricon
Year built:	2019
Units:	134
Occupancy:	Stabilized

Palomino Ranch is a new phase within the LGI Homes Painted Meadows community in Houston. Palomino Ranch is an example of a purpose-built single-family rental community leveraging the amenity program of a larger builder subdivision. Community features include expansive walking trails, parks with picnic tables, and a children's playground.

Amenities	
Smart thermostats	Marble countertops
Professionally maintained landscapes	Select homes feature swimming pools
Fenced-in lots	Concrete patios

			Unit size (sf)		Asking rent		
Type	Units	Mix	Min – Max	Avg	Min – Max	Avg	Avg $/sf
3 BR 2 BA	72	53.7%	1,414 – 1,658	1,482	$1,625 – $1,699	$1,646	$1.11
4 BR 2 BA	62	46.3%	1,844 – 2,134	1,891	$1,725 – $1,975	$1,765	$0.93
Total/avg	**134**	**100%**	**1,414 – 2,134**	**1,548**	**$1,625 – $1,975**	**$1,701**	**$1.10**

Source: Tricon Residential.

INTRODUCTION TO AGGREGATED SINGLE-FAMILY RENTALS AND SMALL-SCALE INVESTORS

Until recent years, the industry was long dominated by small-scale investors and individual owners that still represent a significant majority of the market. Following the Great Financial Crisis, institutional investors entered the SFR market by forming large aggregation groups that built up portfolios of thousands of homes in diverse markets.

Housing availability within a target market often determines the size, bedroom count, number of stories, quality of finishes, and other rental home characteristics. Amenities are limited because homes are located in existing single-family residential suburban neighborhoods with few if any amenities. Markets are selected based on various criteria, including population growth, rental propensity, housing needs, and renter affluence, with target neighborhoods having a high proportion of middle- and high-income households.

INSTITUTIONAL SFR AGGREGATORS/ SCATTERED SITE

In the wake of the Great Financial Crisis, investment groups purchased packages of thousands of homes throughout the United States to build massive investment portfolios to convert into rental inventory. These groups use a disciplined property acquisition process of sourcing properties through broker channels and bulk portfolio sales. The industry is no longer in the startup phase and has now matured.

The continued scaling upward of the business is becoming more challenging as existing home prices continue to rise. Increases in investor returns now are driven by generating efficiencies in operations through marketing, revenue management, and home maintenance. Although groups are still acquiring single-family homes through traditional methods, the industry has also seen a shift into the development of purpose-built SFR communities to scale up the portfolio size efficiently. A new focus of operators is the formation of land acquisition and development teams to continue expanding while maintaining a geographically diversified portfolio. The aggregators intend to maximize revenue and absorption, so a location in strong school districts with access to lifestyle amenities is prioritized.

Amenities: Since aggregators typically purchase individual or clusters of homes, these portfolios do not usually benefit from shared community amenities. However, as aggregators shift to bulk takedown structures, a growing number of homes in these portfolios may have access to basic amenities, such as parks, playgrounds, and walking trails.

Market Audience: With most aggregators focused on larger single-family homes in areas with strong schools, families represent the primary market audience, though the market audience varies by location and market.

Location/Setting: Most scattered-site aggregators operate primarily in the Sunbelt, given the higher concentration of attainably priced homes, though many of these groups also have operations in the Pacific Northwest, Midwest, and Mountain West. Within these regions, houses are typically located in suburban neighborhoods.

Competition and Positioning: The primary competitive market for institutional aggregators is the shadow market, owned by small-scale investors or other SFR aggregators. American Homes 4 Rent, one of the largest publicly traded institutional SFR portfolios, lists its investment criteria, which include homes built after the year 2000, containing three or more bedrooms, valued between $200,000 and $400,000, and having renovation costs under 25 percent of the purchase price. On a size-adjusted basis, homes in these portfolios tend to be priced below purpose-built rental communities, given the greater variation in quality and fewer on-site amenities.

SMALL-SCALE INVESTORS

Small-scale individual investors, often referred to as “Mom & Pop” owners, have long dominated the SFR business. Many investors got their start by renting out their residence when they moved on to a new home for either lifestyle or financial reasons. For some small-scale investors, the revenue generated can be considered either a source of supplemental or “passive” income or a full-time profession. More than 97 percent of existing SFR stock is owned within these small-scale portfolios, with nearly half of those proprietors owning just a single unit. Eighty-seven percent of the portfolios are 10 or fewer units. These homes essentially comprise the “shadow market,” the listings of individual rental homes on online marketplaces such as Zillow, and sometimes compete with the purpose-built SFD homes for a similar market audience.

The main difference between small-scale investment stock and aggregated portfolios is the diversity of inventory quality, because aggregators are much more stringent in their investment criteria. Small-scale investors also lack the economies of scale needed for professional operations and management, resulting in a diverse spectrum of maintenance support and renter experience.

Amenities: Homes owned by small-scale investors rarely benefit from community amenities unless located within a master-planned community or large-scale builder subdivision.

Market Audience and Location: Given the fragmentation of the small-scale investor market, target audiences vary significantly from urban to suburban neighborhoods by market and product type. Individual investors are widespread in every state.

Competition and Positioning: Small-scale investors face growing competition from institutional investors, including aggregators and BFR communities. On a size-adjusted basis, homes in the shadow market tend to be priced below both purpose-built rental communities and single-family aggregators, given the lack of amenities and often novice property management.

4. Operating Metrics and Financials

As outlined in the previous sections, property characteristics, target demographics, and locations vary across the SFR product classifications, resulting in differing project economics. Development patterns in recent years help illustrate the possible supportable land values, operating expenses, and investor appetite for the evolving land use.

Supportable Land Values: Density is often the most significant variable driving achievable land values. As such, horizontal multifamily communities, which typically garner the highest density and price per square foot ratios, often are the most competitive for sites in suburban infill locations and able to pay land values comparable to garden-style multifamily communities. Given the variation in density and price positioning of BFR townhouses, these communities can often support land values in urban and greenfield locations, depending on the positioning of the community. BFR SFD communities often compete directly for land in suburban greenfield or fringe locations with single-family for-sale developers.

Operating Expenses: Compared to traditional multifamily products, SFRs have historically enjoyed lower turnover because of "stickier" occupancy, lower overall maintenance costs due to limited common areas, and more upside in asset values. As a tradeoff, SFR investments require higher long-term capital expenditure requirements and upfront rehab costs (for existing homes).

SFR portfolios are also more challenging to scale as opposed to a traditional multifamily portfolio. The scalability issue highlights one reason that aggregators have been transitioning in recent years to developing communities. The SFR industry's operating margins have become more efficient in recent years, from an average net operating income (NOI) margin around 50 percent in the mid-2000s to an estimated 65 to 70 percent presently. This is comparable to medical office, self-storage, and multifamily operation margins.

Capital requirements are higher for SFRs than traditional multifamily assets for both developers and operators. According to industry analysis, the estimated capital reserve requirements are 15 percent of NOI for SFRs compared with 10 percent for multifamily communities. The composition of expenses for a typical SFR investment is weighted more heavily toward property taxes, insurance, and homeowners association dues than traditional multifamily apartment communities.

Capitalization Rates and Transactions: The SFR space has seen an influx in investment and transaction activity over the past 18 months. Historically, SFRs have achieved cap rates 20 to 50 basis points higher than garden-style apartments, but competition from potential investors has driven yields downward in the past year, with single-family cap rates now in line with traditional garden-style multifamily communities. This trend suggests the continuing demand for the SFR product among institutional investors, which could drive cap rates below some garden-style apartments in the near term as more investors look to add SFR to their portfolios.

5. Implications and Conclusions

SFR housing has played an essential role throughout history in America, as large swaths of the U.S. population seek rental housing options other than high-density, multifamily properties. The trend toward purpose-built SFR housing has evolved over the past decade but has experienced exponential interest and growth over the past few years. As for many long-term trends, the outbreak of COVID-19 exacerbated and emphasized the need for a broader diversity of rental housing. Many of the key trends outlined in ULI's *Emerging Trends 2021* report, including the rise of working from home, a geographic shift to more affordable Sunbelt markets, growing demand in suburban neighborhoods, and the substantial and growing affordability crises, provide support for the investment thesis behind much of the growth in low-density rental housing.

The expansion and capitalization of low-density rental housing can deliver more housing at price points below the cost of purchasing homes within a respective neighborhood. However, there are some concerns that the institutionalization of the SFR housing market could contribute to adverse side effects if not appropriately mitigated by developers and local municipalities. Potential negative implications—and policy/development responses—follow.

Impact on Affordability: Many SFR communities are also denser than traditional SFD housing in the for-sale market, thus creating more housing options on less land. Although low-density rental housing can serve as an essential component in the broader spectrum of housing opportunities, a possibility exists that, in certain contexts, this model could exacerbate affordability concerns by competing for developable land with developers of garden-style apartments and entry-level housing by elevating land prices and, in turn, housing prices.

Potential policies and practices to mitigate this challenge follow:

- Some SFR developers are evaluating the opportunities to incorporate modular construction systems that could ultimately lower the cost of building low-density homes and providing more affordable housing options to households priced out of the for-sale housing market.
- Land use and zoning policies that increase the proportion of land area for which these residential typologies are politically and economically viable, thereby reducing some competitive pressure for sites.
- Facilitating the production of income-restricted units, the use of rental assistance (such as housing choice vouchers), or both, for a portion of units in a development to broaden the market of eligible tenants. This can be achieved from a regulatory perspective (inclusionary housing policies, anti-source of income discrimination laws) or proactive developer practices that reserve (or affirmatively market) units for rental assistance recipients.

Impact on Equity: Related to the affordability considerations, the higher price-point of some low-density rental communities could contribute to income segregation. Furthermore, in some markets, investor purchasers can create barriers to homeownership (with impacts on equity and economic mobility) if they can consistently outcompete individual first-time homebuyers for resale of existing homes.

Potential policies and practices to mitigate this challenge include

- Land use and zoning policies that allow housing typology diversity within a specific development/community, increasing the range of potential price-points and allowing for more mixed-income and/or mixed-tenure opportunities;
- Inclusionary/rental assistance recommendation outlined under the impact on affordability; and
- Creation of local "first look" programs that incentivize sellers who create a window of opportunity for first-time homebuyers to purchase existing homes.

Impact on Environmental and Infrastructure Sustainability: With the competition for land within suburban locations, the expansion of low-density rental housing could push entry-level housing further from employment centers, with attendant impacts on the environment and infrastructure needs.

Potential policies and practices to mitigate this challenge include the following:

- Land use and zoning policies that allow housing supply growth and diversity in established communities could relieve pressure on greenfield development.
- Land use and zoning policies should prioritize development locations proximate to current commercial/office/residential nodes or other community facilities, thus allowing a horizontal mixing of uses and incrementally mitigating transportation demand.
- Mixed-use development that includes neighborhood-serving retail should be allowed by right.
- New transportation infrastructure could be encouraged to integrate into the surrounding road/transit infrastructure network (i.e., grid integration/completion, minimizing dead ends/culs-de-sac, etc.).

While it is unlikely that low-density rental housing will solve the country's substantial affordability crises, providing more housing alternatives to meet the needs of a diverse array of American households is a positive step forward.

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RESIDENTIAL REAL ESTATE

AN ODD DECISION FOR A SUBDIVISION

Homebuilders are feverishly working on housing they won't sell

Rick Neff of Avanta Residential, part of Hunt Companies, surveys land set aside in The Colony master-planned community near Bastrop for single-family rental homes — they'll look like a traditional neighborhood but act more like a luxury apartment complex.

ARNOLD WELLS/ABJ

By Parimal M. Rohit and Mitchell Parton
Austin Business Journal

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Build it and they will come? More like they are coming, and it can’t be built fast enough.

Homebuilders are hard-pressed to keep up with demand for new houses, resulting in skyrocketing prices across the state. The median home price in metro Austin, for example, hit $425,000 in March, an all-time high, according to the Austin Board of Realtors. Inventory was a record low 0.4 months.

Rising prices, as well as changing sentiments about remote work and home life spurred by the Covid-19 pandemic, have brought extra attention to a trend that has been gaining steam for years: detached single-family residences built specifically for the rental market.

Although these properties are designed similarly to typical for-sale subdivisions, they often have the same types of features as a class A apartment complex – leasing staff, maintenance staff and amenities such as swimming pools, dog parks and fitness centers. Several such properties have already been built in the Austin area, and a few more are rising. Many are sure to follow.

The single-family rental product "serves a need for people who want to live in the suburbs and want some more space, but struggle to put a down payment together," said Vaike O'Grady, Austin regional director for Zonda, a housing market research company.

Not only has the build-to-rent concept attracted the attention of several major traditional builders in Texas, but companies dedicated almost exclusively to these developments are bullish on the Lone Star State. Lenders and investors are also more receptive to the product type after seeing headlines all over the U.S. spotlighting its newfound popularity.

The consumer demand and long-term investment potential have proven build-to-rent to be a viable alternative to luxury apartments for developers.

"It's really the biggest paradigm shift in real estate this generation has seen, and it's very complimentary to our business. Our early projects have been a home run," said Darin Rowe, president of the build-to-rent division of Arizona-based builder Taylor Morrison. "Consumers can't get enough and are welcoming the diversity in housing offerings that our concept brings, which is a blend of single-family homes in a multifamily setting with central amenities."

While current market conditions are ripe for the proliferation of single-family rentals as an alternative to the for-sale market, the current wave got its start in the wake of the Great Recession.

What is driving the trend?

Phoenix-based NexMetro, founded in 2012, was one of the earliest players in the build-to-rent space. Coming out of the housing crash, the founders expected the offering to appeal to customers with bad credit and who would not be able to afford a home.

Instead, they found that many of their customers had excellent credit and the ability to afford a home, but they had various other reasons not to buy. During certain life transitions, such as after a divorce or when getting a new job, people may not want to make the large commitment of buying a home.

That reasoning remains true today, said Jacque Petroulakis, executive vice president of marketing and investor relations for NexMetro, which builds communities under the Avilla Homes name.

“They are renters by choice, meaning that these are consumers who want to live in a home, they love the detached nature of a home, they want to have the backyard, they don't want to walk down a shared hallway or get in an elevator,” Petroulakis said. “They love that community experience, but they want to rent.”

While build-to-rent developments definitely attract young people who are unable or unwilling to buy, the maintenance-free aspect of these communities is also a big plus for empty nesters and retirees who may have a fixed monthly budget.

Founded in 2013, AHV also found its roots in the “best of both worlds” idea during the product’s infancy.

“That thesis was always designed around the concept of giving the best of the apartment world and the best of the single-family rental world to an individual tenant,” said Mark Wolf, founder and CEO of AHV Communities, which moved its headquarters to San Antonio last year.

Mark Wolf is CEO of AHV Communities, developer of Pradera.

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While the momentum was there before 2020, build-to-rent developers have seen tremendous growth since the onset of the Covid-19 pandemic. With the growth of remote work, renters may also want more space, such as for home offices. Also, suburban markets — where single-family rental developments are most common due to land pricing and economics — have become more desirable as many remote workers find themselves driving to city centers less often.

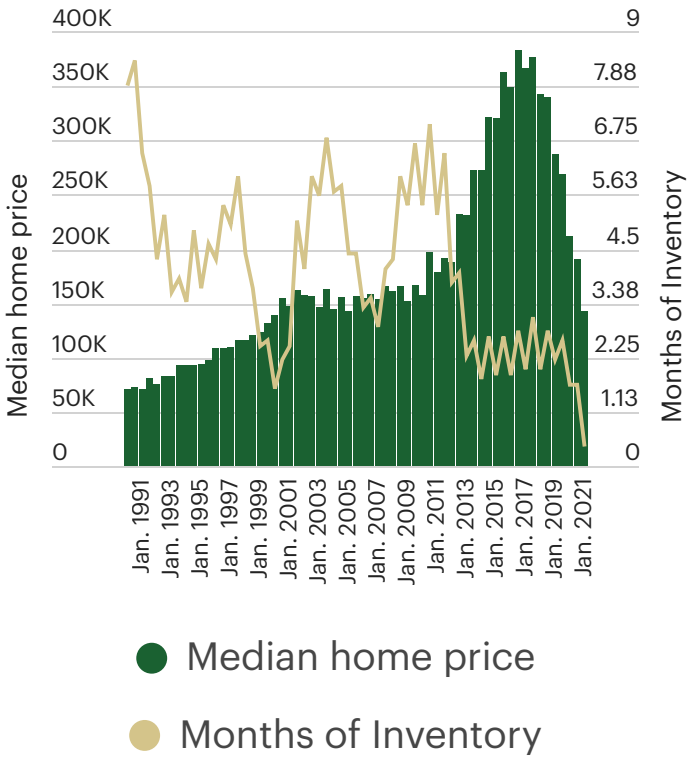
“People want more space. People don't want to be cooped up in apartments. They want to be able to work from home,” Wolf said. “All those different nuances really catapulted and accelerated the research out there and the interest in this kind of burgeoning space.”

In markets such as Austin, housing demand continues to far outpace supply. Single-family rentals have become more appealing for a large segment of the population for whom a down payment seems increasingly out of reach. Matthew Turnage with Realty Austin said someone seeking to buy a home in Austin typically needs at least $40,000 to $50,000 in the bank when an offer is made — and many still will have multiple offers turned down.

"There is an aspect of the demand that is being fueled by buyers unable to secure single-family homes to purchase,” said Matt Menard, a Realtor with Austin Real Estate Experts. “We have shrinking inventory [on sales and leasing]. We’re not going to close the gap anytime soon.”

INVERSE RELATIONSHIP

This graphic shows 30 years of Austin-area housing statistics, illustrating the correlation between inventory and prices.



SOURCE: Texas A&M Real Estate Center

Hunt Companies, a diversified real estate business based in El Paso, has been building detached rental homes for more than 30 years. It formed a new division dedicated solely to build-to-rent housing, Avanta Residential, in 2020 and picked the Austin area for its first project.

Avanta is building 216 rental homes near Sam Houston Drive and FM 969 outside Bastrop, within a wider Hunt master-planned community called The Colony. The rental community will have a variety of home sizes, from one-bedroom cottages to four-bedroom detached homes with garages. It will also have amenities such as a clubhouse, pool, walking trails with fitness stations, open play areas and playgrounds. Homes will be available for rent in 2022.

The Colony under construction near Sam Houston Drive and FM 969 outside Bastrop.

ARNOLD WELLS/ABJ

“This is just the next iteration of Hunt residential development,” Avanta President Jim Dobbie said.

Combining single-family rentals with traditional for-sale homes could become popular in the subdivisions popping up outside Austin. Zonda's O'Grady said the rental communities "actually could become a feeder for master planned communities down the line."

AHV in 2017 began constructing Legacy in Pflugerville and Rivers Edge in Georgetown.

Deals on the rise

That hunger for rentals has led to an unprecedented development boom across the Lone Star State.

Wolf said that when AHV was getting its start, the mood surrounding build-to-rent was vastly different. At that time, AHV was reaching out to major builders to construct its homes — as opposed to building them on its own as it does now — but with little success.

“Nobody wanted to build for us for a reasonable price,” Wolf said. “Everyone looked at us like we were crazy, and you know, maybe we were back then. But here we are now, eight years later, and this is the hottest sector in real estate today, bar none.”

Especially over the past year, national builders have taken notice of the rise in popularity of build-to-rent and realized how the segment could diversify their portfolios and provide a long-term investment opportunity. Several of Texas’ largest homebuilders are making big deals in the space, assisted by the larger awareness of the product in the financial community.

“Capital finally understands, and now capital’s rushing into the business,” Wolf said. “The money now understands it, the money is now accepting of it, and so, now everybody wants to be in it.”

Arlington's D.R. Horton Inc., the largest U.S. homebuilder by volume, has significantly expanded its single-family rental platform, from 13 communities at the end of 2020 to 27 communities as of March 31 representing $182.6 million in assets, said Michael Murray, executive vice president and chief operating officer, in an April earnings call.

Near the end of last year, D.R. Horton (NYSE: DHI) completed its first sale of a single-family rental community — the 124-unit Amber Pines at Fosters Ridge in Conroe, north of Houston. The community was purchased for $31.8 million in cash by Fundrise, an online investment platform based in Washington, D.C., which said it expects to hold on to the community over the next several years, possibly a decade. The property was 98% leased as of December.

"As with our other equity investments into stabilized properties, our goal is to earn consistent cash flow from rental income over the course of the investment, with the potential for long-term upside by selling the property for more than we invested into it," according to a statement from Fundrise.

Wan Bridge, based in Houston, got its start buying existing homes, renovating them and renting them out. In 2015, the company began developing and managing its own communities, and it has now completed several in the Dallas-Fort Worth and Houston areas. It has some deals in the works in San Antonio and Austin, said CEO Ting Qiao.

ICB Construction LLC, a new subsidiary of Houston-based homebuilding giant David Weekley Homes, announced in January a partnership with Arlington-based ECM Development to develop and build such neighborhoods in Dallas-Fort Worth.

Dallas Tanner, CEO of Invitation Homes (NYSE: INVH), the country's largest single-family rental housing owner, told the Dallas Business Journal last fall that the company wanted to see its total footprint nearly double over the next three to five years.

And those are just a few examples. Not naming names, Wolf said not everyone in the space has the experience of AHV, which has already completed and stabilized half a dozen single-family rental properties.

"Our job, in some respects, is harder because we have more competition, but we have competition with people who don't understand the business. We have people who are just reading the headlines and wanting to participate in the story," Wolf said. "Few people have actually built these communities from start to finish. We have stabilized and sold them."

Getting the idea across

Developers must factor in zoning and planning into the development of single-family rental communities, which are typically zoned as multifamily — despite their appearance.

Taylor Morrison — which recently announced single-family rental communities in seven markets, including Austin — is doing its part to fill in any gaps and educate Austin city officials during the entitlement process.

“We can work with city staff to chart a course through either single-family or multifamily zoning with variances as needed or a more customized planned development route,” Rowe said. “Also, forward-thinking cities are creating new ordinances to specifically address this new segment of housing.”

Dobbie, Avanta Residential president, said city zoning codes often don’t account for build-to-rent projects

“We’re repeatedly being required to educate the municipalities as to what we’re trying to accomplish,” he said.

Rick Neff, left, and Joey Najera of Avanta Residential, the single-family rental division of Hunt Cos. launched in 2020.

ARNOLD WELLS/ABJ

Wolf said single-family rentals and apartments "complement each other." In concert, they could provide much-needed relief for housing supply.

But there is a natural question to ask: what is the endgame for developers of single-family rentals? In a market as hot as Austin, builders are struggling to produce even enough single-family residences for sale. Would a builder of a single-family rental community ever put those residences on the market for sale?

“We will cross that bridge when each asset is leased up,” Rowe said. “The market is very

strong currently for those who wish to sell these single-plat assets so that's great news, but there may also be a case for continuing to own these assets."

D.R. Horton's Murray said the company is still learning the business and will evaluate ways to scale it out and capitalize on it.

"We think there is some portion of the population that will be a great customer for this product that desires a single-family lifestyle, but who may not for whatever reason be purchasing a home, and so, we want to build up to be in a position to help supply this," he said.

THELIST

The List: Austin-area custom homebuilders

Ranked by Dollar amount of custom homes closed in 2019

Rank	Company Name	Dollar Amount Of Custom Homes Closed In 2019
1	**Giddens Homes**	$41.60 million
2	**Grand Endeavor Homes**	$38.08 million
3	**Heyl Homes Inc.**	$31.00 million

View This List

IN THIS ARTICLE

Commercial Real Estate
Industry

Housing Market
Topic

Homebuilders
Topic

RELATED CONTENT

AUSTIN OFFICE
11701 Stonehollow Drive.
Suite 100
Austin, TX 78758
Phone: 512.821.2081
Fax: 512.821.2085
TBPE Firm Registration No. 812

MEMORANDUM

DATE: October 13, 2021
TO: City of Dripping Springs Staff
CC: Isaac Karpay
FROM: Brian Duffey, P.E.
Hannah Heyerdahl, P.E.
RE: Creek Road Bypass Route Observations

Dripping Springs High School is located north of US 290 between Roger Hanks Parkway and Sportsplex Drive within the City of Dripping Springs, Texas. There are three access points for the high school. These access points include Sportsplex Drive, Mighty Tiger Trail, and Roger Hanks Parkway. Roger Hanks Parkway north of US 290 provides direct access from US 290 to the student parking area. It was noted in public meetings regarding the Newgrowth development that students exiting the school during PM peak hours use Roger Hanks Parkway south of US 290, turn left onto Creek Road, and right onto US 290. This bypass route allows students to avoid the southbound left-turn queue at the intersection of Roger Hanks Parkway with US 290. It was also stated in public meetings that traffic along Creek Road is perceived to exceed the posted speed limit. **Figure 1** depicts the study area and bypass route.

Observations

Alliance Transportation Group, Inc (ATG) conducted a site visit on October 12th, 2021 during the school release period. The following observations were made:

- The southbound left-turn at the US 290 and Roger Hanks Parkway intersection backs up to the student parking lot along Roger Hanks. The shared through-right lane had minimal queuing. Students leaving school and traveling south on Roger Hanks Parkway use Creek Road as a bypass route to avoid excessive southbound left-turn queues at the Roger Hanks Parkway and US 290 intersection. Eastbound traffic on US 290 was not observed to queue to Roger Hanks Parkway during the observation period. Therefore, it is assumed that left-turn queues are the primary reason for students choosing the bypass route.
- After the southbound traffic light was green for several seconds and the southbound left-turn lane queue began to clear, almost no traffic was observed to go through the intersection to take the bypass route. This indicates that drivers primarily choose this route because they don't want to wait in the left-turn queue.
- ATG took sample speed data on Creek Road near Ramierez Lane, the approximate midpoint of Creek Road. The majority of vehicles were traveling between 35-40 mph. Two vehicles were observed exceeding 40 mph. The posted speed limit on Creek Road is 35 mph.
- At the intersection of Creek Road with US 290, eastbound traffic from the Ranch Road 12 intersection queued past the Creek Road intersection. Traffic was able to easily turn onto US 290 from Creek Road because queued traffic left gaps to allow for traffic to turn.

Recommendations

The following recommendations are proposed by ATG:

- Convert the southbound through-right lane at the US 290 and Roger Hanks Parkway intersection to a shared left-through-right. This lane reassignment will allow for more vehicles to exit from the school during school peak hours, thus limiting the queues and time it takes for vehicles to turn left from Roger Hanks Parkway onto US 290. Additionally, it will force southbound through traffic to wait in the same queue as left-turning traffic, thus making Creek Road bypass route more difficult to access, slower, and less attractive.
- Traffic calming and speed management measures along Creek Road are not recommended at this time. Excessive speeding was not generally observed during the observation period. The length of Creek Road would require speed bumps throughout the corridor to control speed along the entire length of the roadway. Studies regarding speed bumps or similar speed control measures have determined drivers will accelerate faster between speed bumps to make up for lost time required to slowly go over the bump. Therefore, speed bumps do not always effectively control speed. Additionally, speed bumps would reduce mobility for current residents along the roadway.

Figure 1:
Study Area
Dripping
Springs HS
Legend
Cut-Through Route
Dripping Springs High School
Student Parking
Sportsplex
Drive
Roger
Hanks Pkwy
US 290
Creek Road
Old Hwy 290
Lance Dr
Purcell Pl
Rose Dr
Quail Farm Dr
Roger Hanks Pkwy
Bonnie Dr
Retha Dr
Judy Dr
Ramirez
Baird Ln
Sportsplex Dr
Mercer St
Wallace
Hays
190
467
Google Earth
2000 ft

DRIPPING SPRINGS
Texas

SIGN VARIANCE REQUEST REVIEW

Date: **October 7, 2021**

Project: **Jiffy Lube Sign Variance (2021-2045)**
13046 Four Star Boulevard, Suite 300
Austin, TX 78737

Applicant: **SSC Signs & Lighting – Fawn Leal**
2090 McGee Lane
Lewisville, TX 75077

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

Variance Request:

Additional signage – (1) additional 9 sq. ft. wall sign on the West Elevation. Also requesting (8) wall signs referred to as “directional” for placement over garage bay entries for traffic guidance.

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs ORDINANCE 1250.15

The Jiffy Lube business is in the Ledgestone Commercial Development (formerly referred to as Bush Ranch), within Municipal Utility District #4. This property is unique as it is a commercial condo regime development and there are several businesses that are either stand-alone structures or within a multi-tenant structure, though they are all on one legal lot which is a corner lot.

Administration has provided stand-alone businesses with the option to adhere to the Current Sign Ordinance, or to comply with Ordinance 1250.15 – adopted in 2001 – which the Ledgestone Commercial Development chose to be vested under, in accordance with the Consent to MUD #4 Agreement. The Jiffy Lube business chose to comply with Ordinance 1250.15 which allows them to have 3 business signs total. According to this ordinance, Jiffy Lube would be able to have 240 sq. ft. of signage. Jiffy Lube’s 3 business signs are currently proposed at 176 total sq. ft – those signs being:

- South Elevation Wall Sign (Defined as “Flat Sign” per Ordinance 1250.15)
- East Elevation Wall Sign (Defined as “Flat Sign” per Ordinance 1250.15)
- Monument Sign (Defined as “Free Standing Sign” per Ordinance 1250.15)

The business is under their total allowable sq. ft. by 64 sq. ft.
The variance request for 9 additional signs would put the business over their number of permissible signs with a total of 12. Furthermore, the business would be over their allotment of sq. ft. by 65 sq. ft.

Below is an inventory of the total allowable signage:

Sign	Sq. Ft.	Allowable Sq. Ft. by Ordinance	Status of Permit/NOTES
South Elevation Wall Sign	58	80	Originally permitted and installed, applicant submitted a new application for review as they are revising sign color and illumination due to a change in building paint color.
Monument Sign	60	80	Permit issued. Sign construction not yet complete.
East Elevation Wall Sign	58	80	Submitted for review 10/05/2021
3 SIGNS TOTAL	**176 SQ. FT.**	**240 SQ. FT.**	**Under their sq. ft. allotment by 64 sq. ft.**

Below is an inventory of the additional requested signage:

Sign	Sq. Ft.	NOTES
West Elevation Wall Sign	9	Proposed to be internally illuminated with a large portion of the sign surface white which may not comply with the Outdoor Lighting Ordinance Requirements. They will need to conform so that the white portion is not more than 33% of the total sign surface area.
Directional #1 (“TIRES)	15	South Elevation
Directional #2 (“State Inspections)	15	South Elevation
Directional #3 (“BRAKES”)	15	South Elevation
Directional #4 (“Oil Change”)	15	South Elevation
Directional #5 (“TIRES)	15	North Elevation
Directional #6 (“State Inspections”)	15	North Elevation
Directional #7 (“BRAKES”)	15	North Elevation
Directional #8 (“Oil Change”)	15	North Elevation
9 MORE SIGNS TOTAL	**129 SQ. FT.**	**Exceeding total allowable sq. ft. by 65 sq. ft.**

Sign Ordinance 1250.15 states:

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

1. Granting the variance must be based on the City Council's opinion that undue hardship will result from strict compliance with this Ordinance.

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

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

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

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

The applicant’s variance application states that there is a hardship in complying with the Sign Ordinance requirements because of the limited visibility from the highway. Granting the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property owners in the area

I recommend Approval with Conditions that the Sign Specs package and overall variance request be reduced to only allow 4 directional signs on the North Elevation as this is the side of the garage bays that cars would enter. Directional signage would not be necessary above the garage bays as cars are exiting as they would not be seen for the purpose of directing. Thus, South Elevation Directional signage is not necessary, and would create excessive signage facing 290. Additionally, the recommendation is to deny the West Elevation Wall Sign and have this removed from the overall variance request and Sign Spec Package. With this removal of these signs totaling 69 sq. ft. the business would still be under the total allowable sq. ft. by 4 sq. ft.

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

Respectfully Submitted,

Sarah Cole
Building Official

Received on/by: _____

Date, initials

APPLICATION FOR AN

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER

Project Name: JIFFY LUBE

Project Address/Legal Description: HWY 290 & FOUR STAR BLVD

Project Applicant Name: SSC SIGNS & LIGHTING, LLC

Mailing Address: 2090 MCGEE LANE

LEWISVILLE TX 75077

Email Address: FLEAL@SSCSIGNS.COM

Phone Number: 210-727-0790

Owner's Name (if different from Applicant): JIFFY LUBE INTERNATIONAL INC.

Mailing Address: 700 MILAM

HOUSTON TX 77002-2806

Email Address: N/A

Phone Number: 888-354-7092

Type of Application (check box):

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

Description of request & reference to section of the Code of Ordinances applicable to request additional building signs being requested on west elevation to include a JLM-IL-L-W - illuminateed logo wall sign, which is 9 sqft. Per ordinance 1250.15 . Sect. VI.G.1. 2 single business signs per business allowed, 3 if on a corner lot. In addition; Jiffy Lube is requesting (8) directional signs over their garage bay entry and exit doors which are 15 sqft a piece to provide guidance to traffic as to which lane they should be entering for proper servicing.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/ Waiver is being requested:
property would bring particular hardship upon the owner if the strict letter of the zoning regulation we to be carried out to the limited visibility and neighboring competitor has a total of 3 signs as being requested by Jiffy Lube.

Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:
Sign 005: exceeds total signage allowed for the premises; however we are well below the max. square footage for this site.
Signs 007-014: are directional signs which exceed the quantity allowed by code and sqft for this site; however we are well below the max. square footage allowed for the site

Submittal Checklist:

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

Exhibits

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

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

□ Pick up Public Notice Sign, $100 deposit

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

Fawn Leal — 08/20/2021

Signature of Applicant — Date

Signature of Owner (or attached letter of consent) — Date

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

_____
Name

_____
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

201___ by _____.

_____
Notary Public, State of Texas

My Commission Expires: _____

_____
Name of Applicant

jiffylube multicare®

HWY 290 AND FOUR STAR BLVD
DRIPPING SPRINGS TX 78737

EXTERIOR SIGNAGE

05.10.2021

20OP2670B-14 OPTION A

SSC SIGNS & LIGHTING
972.219.2495

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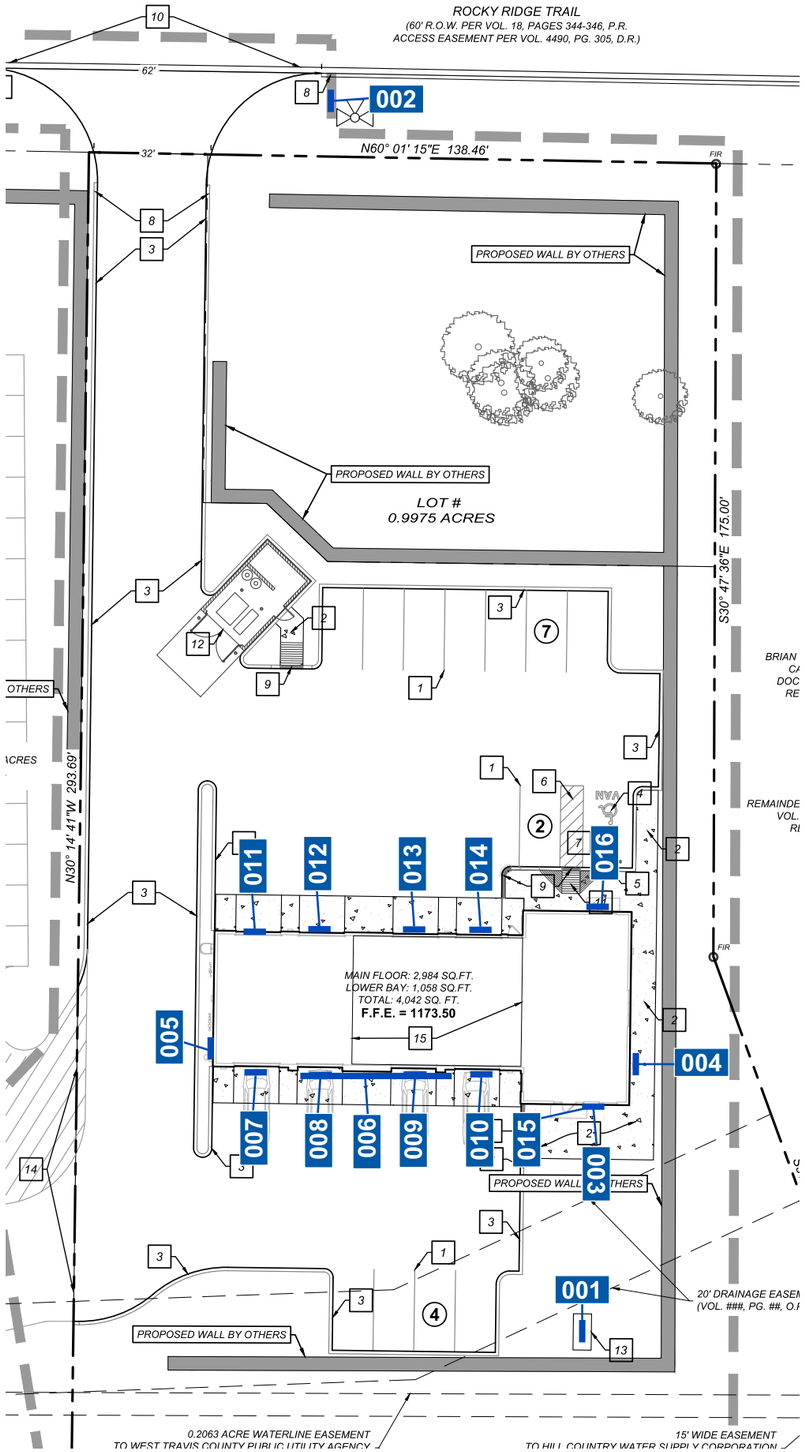
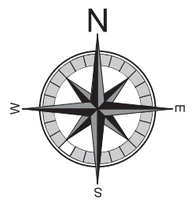
EXTERIOR SITE MAP



SIGN SCHEDULE

LOCATION	SIGN TYPE	QTY	ITEM DESCRIPTION
001	JLM-M60	1	DOUBLE SIDED ILLUMINATED MONUMENT SIGN
002	NI.DS.01	1	NON-ILLUMINATED DIRECTIONAL SIGN
003	JLM-CL-R-S-34	1	ILLUMINATED CHANNEL LETTERS
004	JLM-CL-R-S-34	1	ILLUMINATED CHANNEL LETTERS
005	JLM-IL-L-W	1	ILLUMINATED WALL SIGN
006	JLM-FF-36-L-6	1	ILLUMINATED FASCIA BAND
007	JLM-PANEL-18	1	GARAGE PANEL SIGN
008	JLM-PANEL-18	1	GARAGE PANEL SIGN
009	JLM-PANEL-18	1	GARAGE PANEL SIGN
010	JLM-PANEL-18	1	GARAGE PANEL SIGN
011	JLM-PANEL-18	1	GARAGE PANEL SIGN
012	JLM-PANEL-18	1	GARAGE PANEL SIGN
013	JLM-PANEL-18	1	GARAGE PANEL SIGN
014	JLM-PANEL-18	1	GARAGE PANEL SIGN
015	JLM-ETC-92	1	DOOR CANOPY
016	JLM-ETC-92	1	DOOR CANOPY



SSC
SIGNS & LIGHTING
972.219.2495

CLIENT
JIFFY LUBE
DRIPPING SPRINGS
ADDRESS
HWY 290 & FOUR STAR BLVD,
DRIPPING SPRINGS TX 78737

DATE 05.10.2021
DESIGNER - RH
DRAWING NO.
20OP2670B-14 OPTION A

REVISION	DATE
6. ADD MEASUREMENT 2.19	RH
7. CHANGED MONUMENT 3.16	RH
8. ADD CANOPY 4.02	RH
9. CHANGE MONUMENT 4.08	RH
10. REVISION OPTIONS 4.19	RH

APPROVAL DATE -

APPROVED BY -

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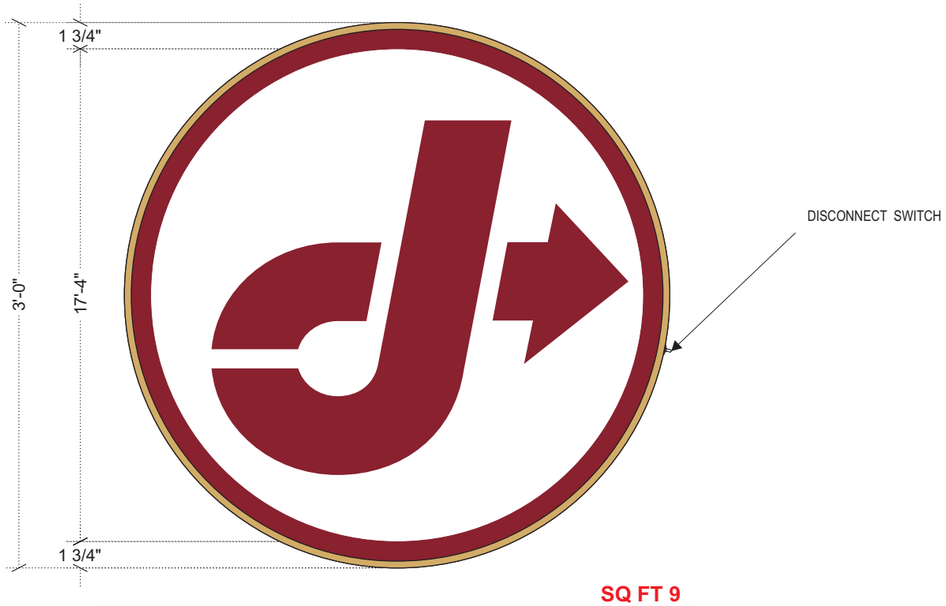
JLM-IL-L-W - ILLUMINATED WALL SIGN

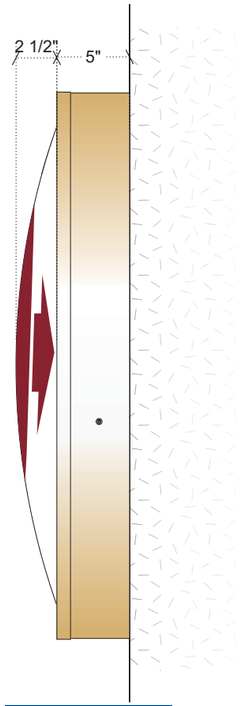


SQ FT 9

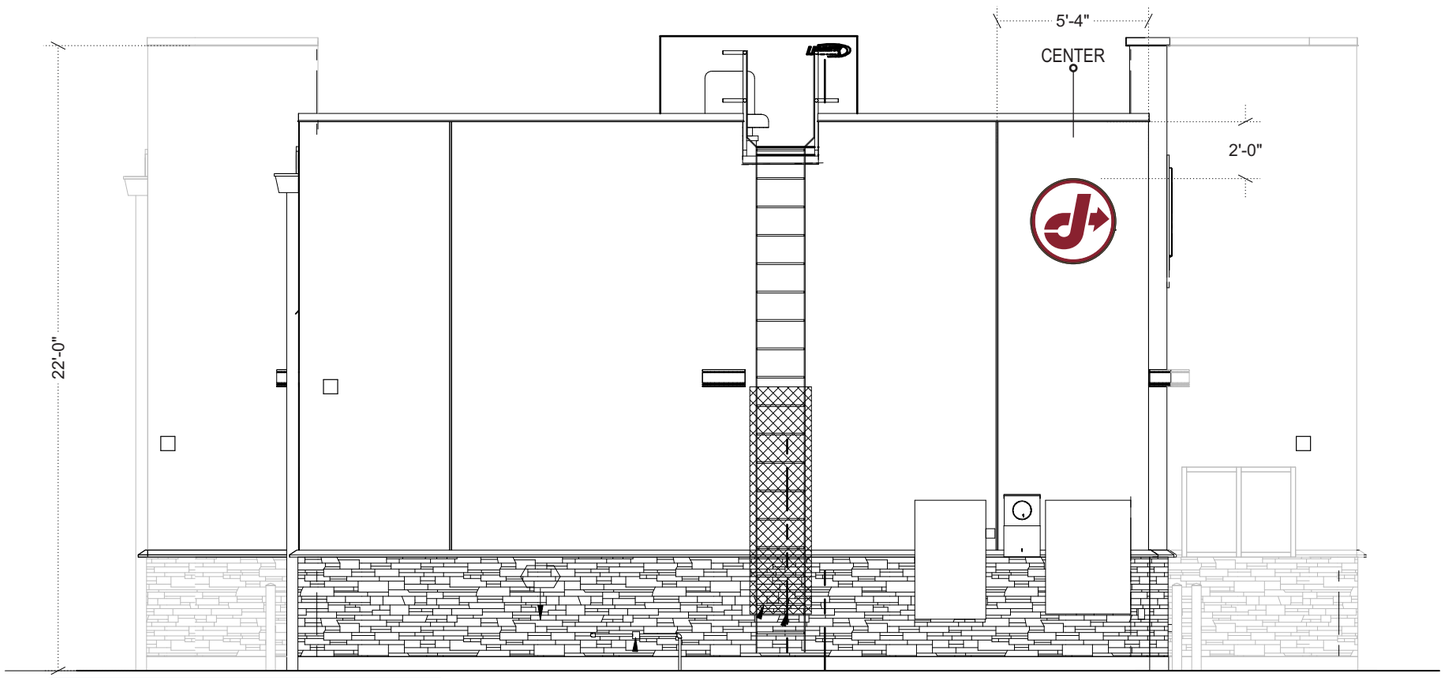
005 ILLUMINATED WALL SIGN

SCALE: 1:10

QTY: 1



SIDE VIEW



A WEST ELEVATION

SCALE: 3/16" = 1'

SPECIFICATIONS

1. 5" DEEP SINGLE FACE INTERNALLY ILLUMINATED WALL SIGN. SIGN TO HAVE 3/4"X 1 1/4" X .090 ALUMINUM RETAINER. RETURNS TO BE .040 ALUMINUM STAPLED TO 3 MM PRE-FINISHED ALUMINUM BACK. RETAINER AND RETURNS TO BE PAINTED TO MATCH MP 26077 DURANODIC BRONZE. SIGN TO BE INTERNALLY ILLUMINATED USING QWIK MOD 2 (PL-QM2-TW150-P) WHITE LEDS.

2. FACE TO BE 3/16" THERMOFORMED TRANSLUCENT WHITE POLYCARBONATE FACE. LOGO & OUTER RING CUT VINYL TO APPLIED FIRST SURFACE. VINYL TO MATCH 3M 3630-2395 DARK RED.

3. SIGN TO BE MOUNTED TO EXTERIOR OF BUILDING USING 3/8" - 16 ZINC COATED STEEL RIVET NUT & STUDS.

- P2 - PAINT TO MATCH MP 26077 DURANODIC BRONZE
- V1 3M SCOTCHCAL 3630-97 PMS540C

SSC SIGNS & LIGHTING
972.219.2495

CLIENT
JIFFY LUBE
DRIPPING SPRINGS
ADDRESS
HWY 290 & FOUR STAR BLVD,
DRIPPING SPRINGS TX 78737

DATE 05.10.2021
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APPROVAL DATE -

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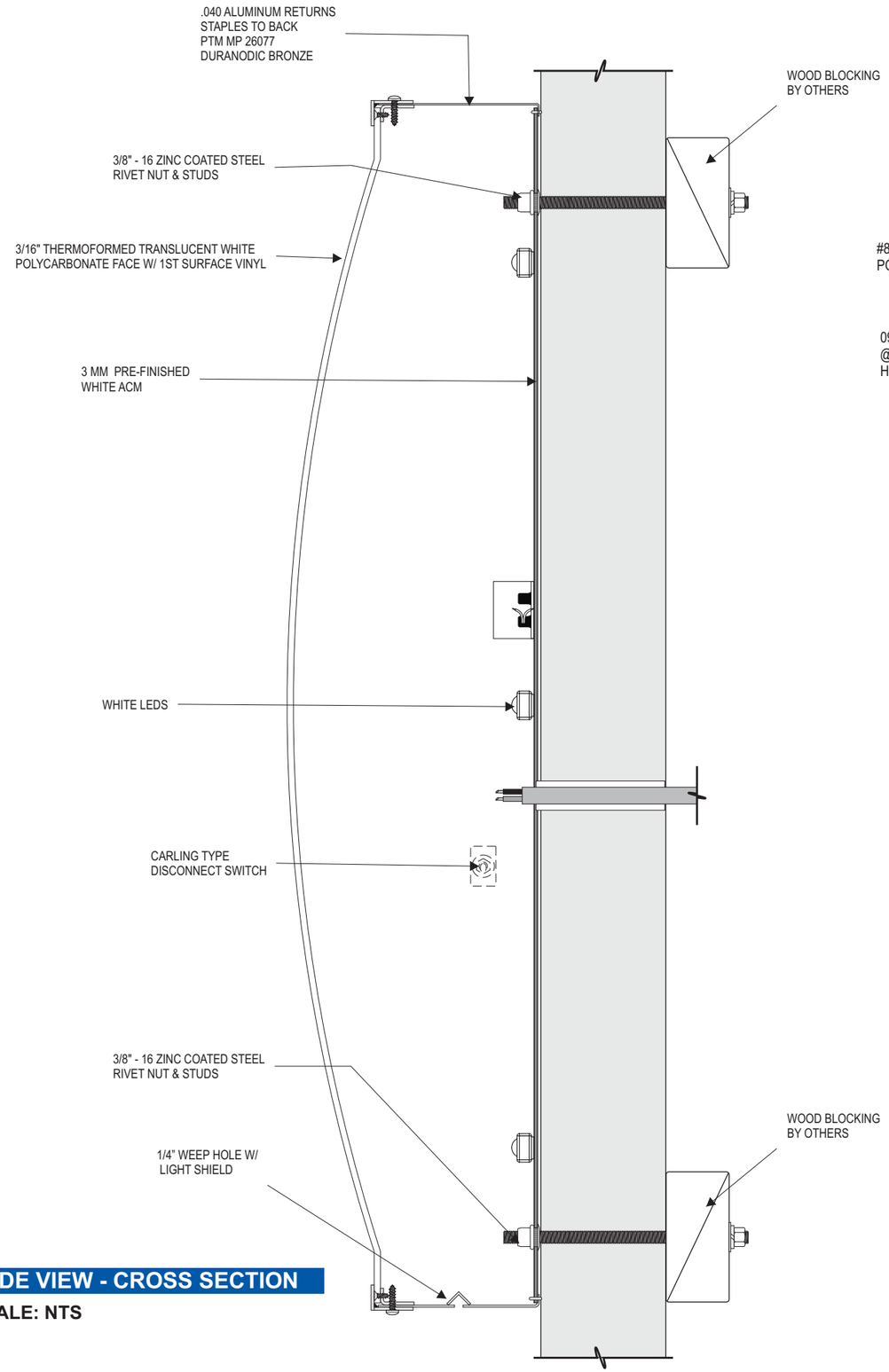
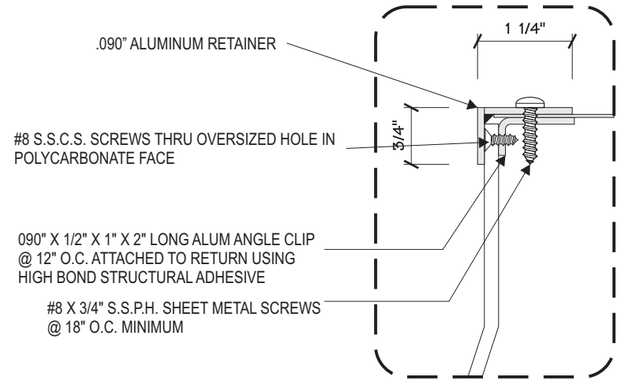
JLM-IL-L-W - ILLUMINATED WALL SIGN



B SIDE VIEW - CROSS SECTION

SCALE: NTS



C SECTION DETAIL

SCALE: NTS

SSC SIGNS & LIGHTING
972.219.2495

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JLM-PANEL-18 - REAR FASCIA SIGNS - NORTH & SOUTH ELEVATION

QTY: 2

010 & 014

007-014 GARAGE PANEL SIGNS

SCALE: 3/4" = 1'

QTY: 8

brakes

009 & 012

QTY: 2

state inspections

008 & 013

QTY: 2

tires

007 & 011

QTY: 2

SPECIFICATIONS

.1. PANEL TO BE 4MM DUAL COLOR TO BE ALPOLIC JLR - DARK RED.

2. COPY CUT VINYL TO BE APPLIED FIRST SURFACE. VINYL TO MATCH 3M #180MC-10 WHITE.

3. PANEL TO BE EXTERIOR USING MECHANICAL FASTERENS

- ACM DARK RED - ALPOLIC JLR
- V3 - VINYL TO MATCH 3M #180MC-10 WHITE

SSC SIGNS & LIGHTING
972.219.2495

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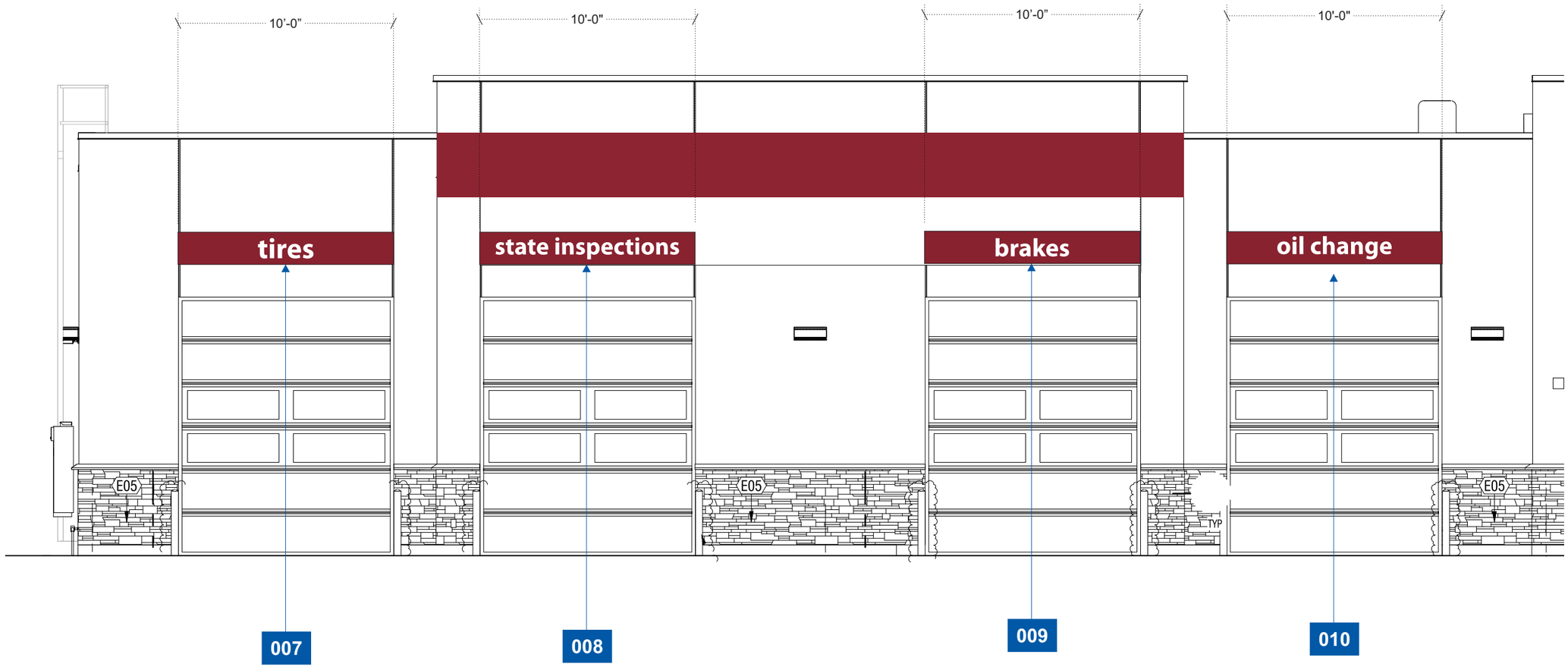
JLM-PANEL-18 - REAR FASCIA SIGNS - FRONT - SOUTH ELEVATION



A FRONT - SOUTH ELEVATION

SCALE: 3/16" = 1'

SSC SIGNS & LIGHTING
972.219.2495

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ADDRESS
HWY 290 & FOUR STAR BLVD,
DRIPPING SPRINGS TX 78737

DATE 05.10.2021
DESIGNER - RH
DRAWING NO.
20OP2670B-14 OPTION A

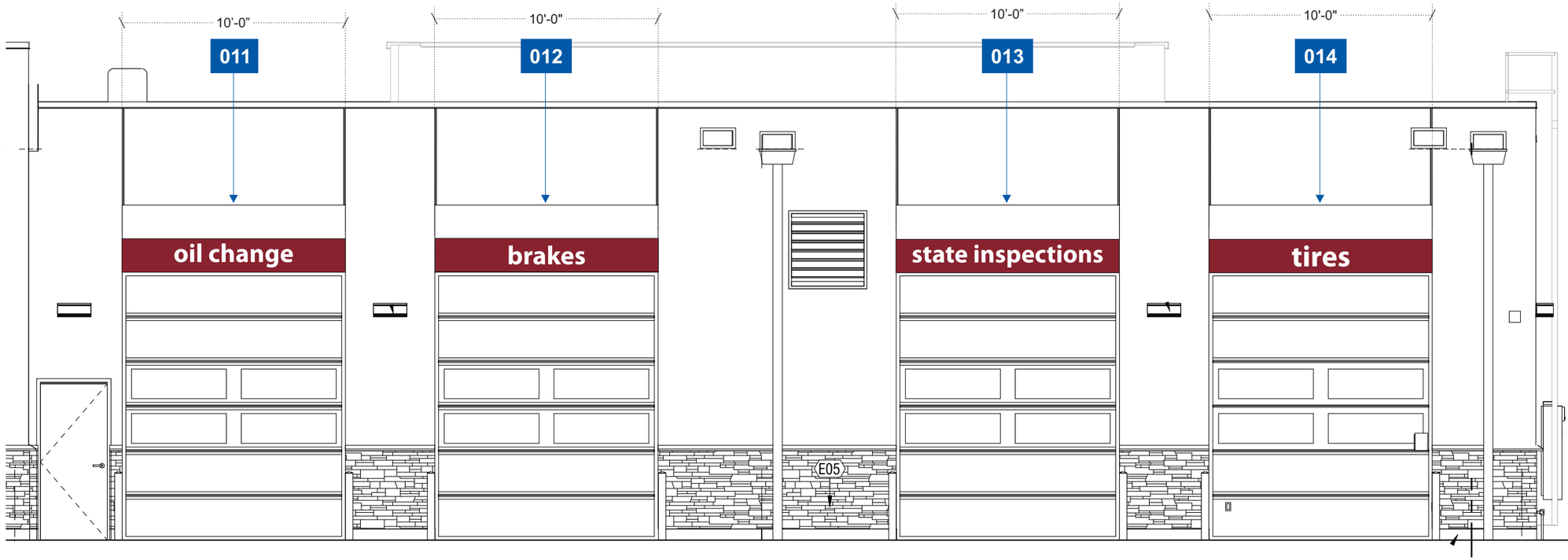
REVISION	DATE
6. ADD MEASUREMENT 2.19 RH	
7. CHANGED MONUMENT 3.16 RH	
8. ADD CANOPY 4.02 RH	
9. CHANGE MONUMENT 4.08 RH	
10. REVISION OPTIONS 4.19 RH	

APPROVAL DATE -

APPROVED BY -

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. Dimensions are approximate & may change due to construction factors or exact field conditions. Color shown areas close as printing will allow; Always follow written specifications. All rights reserved: This design has been created for you in connection with a project being planned for you by SSC Signs & Lighting. It may not be reproduced in any manner without prior consent.

JLM-PANEL-18 - REAR FASCIA SIGNS - BACK - NORTH ELEVATION



B **BACK - NORTH ELEVATION**

SCALE: 3/16" = 1'

SSC SIGNS & LIGHTING
972.219.2495

CLIENT
JIFFY LUBE
DRIPPING SPRINGS
ADDRESS
HWY 290 & FOUR STAR BLVD,
DRIPPING SPRINGS TX 78737

DATE 05.10.2021
DESIGNER - RH
DRAWING NO.
20OP2670B-14 OPTION A

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

Gateway to the Hill Country

Sign Permit – Owner Permission Letter

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

TO: City of Dripping Springs SIGN Plan Reviewer,

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

Property Owner Signature: Darrell Billips Date: 4/13/2021

Property Owner Name Printed: Darrell Billips

Property Owner Phone Number: 972-219-2495

Property Owner Email: darrell.billips@shell.com

Received on/by: _____

Date, initials

BILLING CONTACT FORM

Project Name: JIFFY LUBE

Project Address: HWY 290 & FOUR STAR BLVD

Project Applicant Name: SSC SIGNS & LIGHTING C/O FAWN LEAL

Billing Contact Information

Name: SSC SIGNS & LIGHTING

Mailing Address: 2090 MCGEE
LEWISVILLE TX

Email: FLEAL@SSCSIGNS.COM Phone Number: 210-727-0790

Type of Project/Application (check all that apply):

- ☐ Alternative Standard
- ☐ Certificate of Appropriateness
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ Exterior Design
- ☐ Landscape Plan
- ☐ Lighting Plan
- ☐ Site Development Permit
- ☐ Special Exception
- ☐ Street Closure Permit
- ☐ Subdivision
- ☐ Waiver
- ☐ Wastewater Service
- ☒ Variance
- ☐ Zoning
- ☐ Other_____

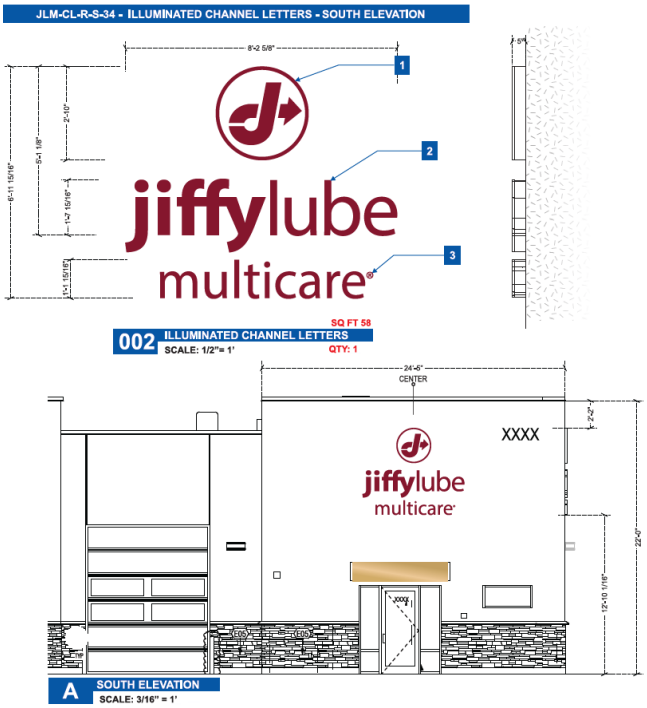
Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. ***Please see the online Master Fee Schedule for more details.*** *By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Fawn Leal
Signature of Applicant

5/11/2021
Date

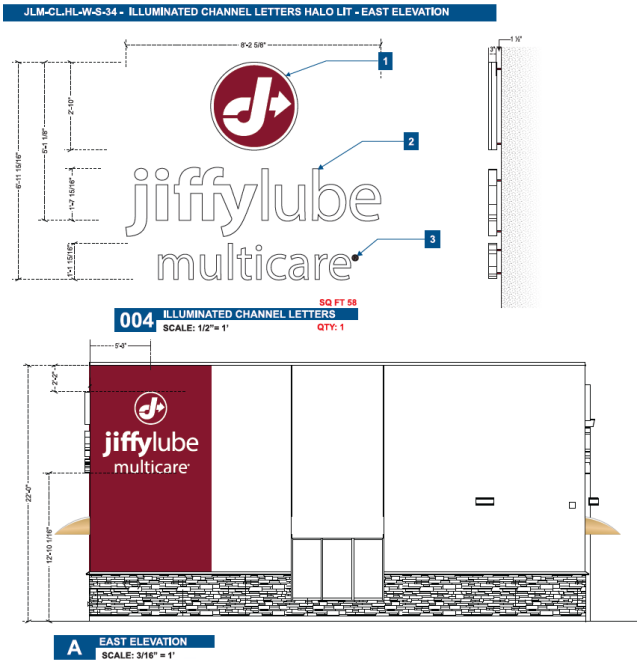
JIFFY LUBE - CURRENT/ALLOWABLE SIGNAGE

1. **South Elevation Wall Sign**



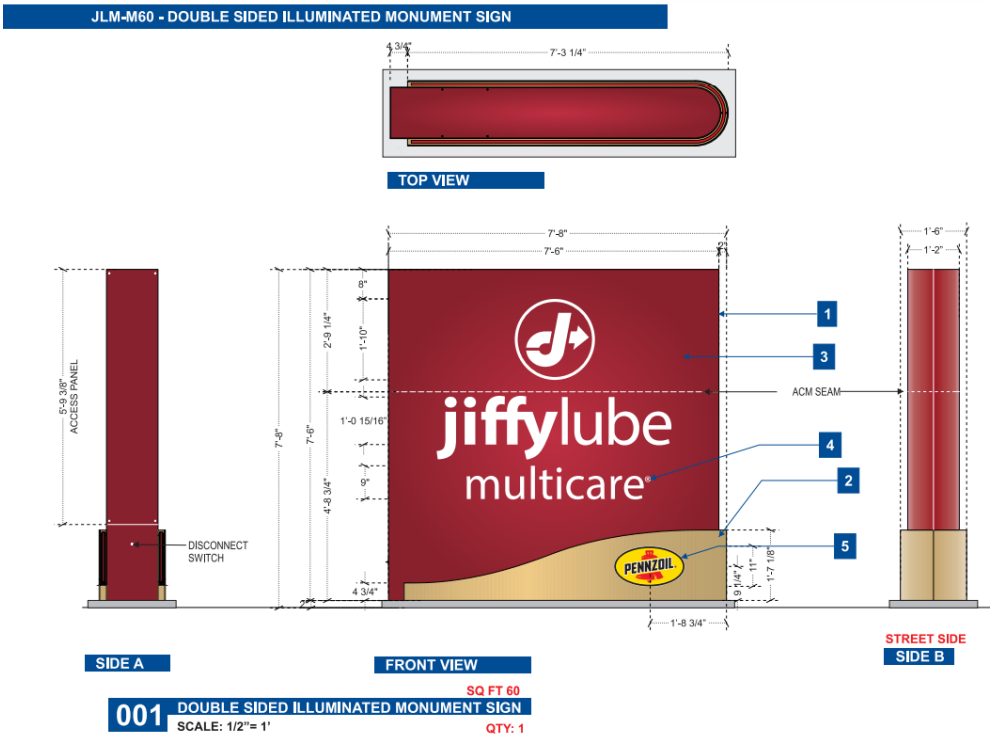
   a. *NOTE: this was originally permitted on 6/17/2021 and installed accordingly. They have now resubmitted as the wall was painted maroon and they are now wanting to change it out to an all-white halo-lit sign.*

2. **East Elevation Wall Sign:**



   a. *NOTE: this is currently in review and is needing to address some outstanding comments prior to issuing permit.*

3. **Monument Sign:**



STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: October 19, 2021

Agenda Item Wording: **Discuss and Consider the Appointment of a Member to the City of Dripping Springs tUtility Commission.**

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

Summary/Background: The Utility Commission is a five-member advisory commission tasked with representing various citizen groups and their interests as part of the City Council's greater discussion of transportation, planning, and improvements. The Utility Commission shall assist the City in Wastewater Plant operations and reuse plans (including expansion), achieving the City's goal of 100% beneficial use and assisting the City with procedures and policies related to retail water services provided by the City.

Members of the Utility Commission are appointed by City Council with two members being nominated by the Hays Trinity Groundwater Conservation District (HTGCD), and where at least two members shall be residents of the City Limits. Members are appointed to serve a two year term.

Current Commission

Member	*Term*	*Seat Description*
Matthew Ordway	**06/30/23**	**At-Large**
Chuck Miller, Vice Chair	06/30/22	At-Large
VACANT	**06/30/23**	**At-Large**
Roger Kew	06/31/23	HTGCD Representative
Jeff Foreman	06/31/22	HTGCD Representative

There is (1) At-Large seat for consideration. Public notice was sent for applications for appointment, and I received one application from Lara Dudek. All other applications listed are from previous application periods:

Slate of Candidates

Applicant	*Background Experience*
Matthew Ordway	Facilities Design & Construction
*Cory Kirk (2019)	Rancher
*Michael Aulick (2019)	City & Transportation Planning
*Bill Little (2019)	Utilities Planning & Development
*Wesley Pitts (2019)	Landowner
*Jeff Shaw (2019)	Managing Director Protect Our Water
*Zach West (2019)	Water & WW Project & Program Manager

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

Recommended Council Actions: A recommendation will be made after the Applicant is interviewed by the Mayor and Deputy City Administrator.

Attachments:

1. Application for Appointment (private)

Next Steps/Schedule:

1. Notify applicant of Council decision
2. Update website and master roster
3. Notify commission of appointments and send updated roster
4. Send calendar invite to appointees

DIVISION 10. UTILITY COMMISSION

Sec. 2.04.281. Title.

This division shall be commonly cited as the "utility commission ordinance."

Sec. 2.04.282. Purpose.

This division provides standards for the formation, function, and responsibilities of a commission tasked with representing various citizen groups and their interests as part of the city council's greater discussion of transportation, planning, and improvements. The commission is formed to:

(1) Assist the city in its wastewater plant operations and reuse plans, including expansion.

(2) Assist the city in achieving its goal of 100 percent beneficial reuse.

(3) Assist the city in achieving its goal of not discharging effluent at any time.

(4) Assist the city with procedures and policies related to retail water services provided by the city.

Sec. 2.04.283. Scope.

This commission shall have duties that apply to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ).

Sec. 2.04.284. Definitions.

(a) Rules of interpretation . Words and phrases used in this division shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions .

Commission: The utility commission created herein.

Sec. 2.04.285. Membership; meetings.

(a) Number of members .

(1) The commission will have a minimum of five voting members, two of which will be reserved for members nominated by Hays Trinity Groundwater Conservation District ("HTGCD") for appointment by the city council with the city having full discretion as to the final appointments. At least two of the voting members must be residents of the city (meaning that their full-time residence is within the city

limits). The remaining seats will have representation by individuals with interests within the city limits and the ETJ.

(2) If a nominee of HTGCD is rejected for appointment by the city, HTGCD will make alternate nomination(s) until two HTGCD nominees are accepted and appointed by the city.

(3) The commission will also have one or two nonvoting members, who may be a member of the council or a city employee from within public works, or both.

(4) The commission may add nonvoting members on an as-needed basis as approved by a majority of the commission and the city council.

(b) Terms of members . All appointments to the commission shall serve a term of office of two years, except as noted below. Expiration of terms shall be staggered so that an overlapping occurs (in the first one-year period, the terms of two members shall expire during that year, and the term of three members shall expire in the second year). Members may be reappointed with no limitation on the number of terms one member may serve.

(c) Member selection .

(1) Every year, city staff will prepare a slate of nominees for city council consideration including any nominees from the HTGCD. Potential nominees may express interest in the commission by contacting the city secretary in writing.

(2) The city council will approve, reject, or modify the list.

(3) The city council shall appoint a chair among the members. The chair shall serve a term concurrent with the members two-year term. The commission may select a vice chair from the remaining members.

(d) Member removal . Members of the commission may be removed from office by the city council at any time by a simple majority vote of the full city council (three out of five), either:

(1) Upon its own motion;

(2) Upon recommendation of a simple majority (three out of five) of the commission.

(e) Resignation; vacancies . A commission member may resign by notifying the city secretary in writing of the member's intent to resign. A failure to attend three or more sequential commission meetings without approval from the chair will constitute a de facto notification of intent to resign. Any vacancy shall be filled by the city council upon staff recommendation except that a member originally nominated by the Hays Trinity Groundwater Conservation District who resigns, is removed, or where the position otherwise becomes vacant shall be replaced by a nomination from the HTGCD. All appointments shall be subject to approval by city council.

(f) Meetings .

(1) The commission will meet the second Wednesday of each month at 4:00 p.m. Agendas will be drafted by the commission chair, under the advisement of commission members and assisted by city staff.

(2) Commission will have the authority to schedule additional meetings at any time by the chair's recommendation.

(3) The commission will make a report to the city council at the first meeting of each month to update the council on projects and progress.

(4) The commission's meetings are subject to the Open Meetings Act.

Sec. 2.04.286. Authority.

(a) The authority of the commission will include at least the following:

(1) To oversee utilities provided by the city, including wastewater.

(2) To review the city's wastewater reuse plans and operations systems.

(3) To review data related to wastewater operations, including total volume of effluent leaving the wastewater plant, storage levels of tanks or ponds over which the city has complete operational control, volume of effluent provided to each customer, and volume and date of discharge, if any.

(4) To recommend modification of storage/acreage and reuse customers and of storage and irrigable area needed for remaining gallons of effluent to be utilized in a reuse system without need for discharge.

(5) To recommend corrective measures related to reuse or operations systems.

(6) To recommend additional or modified wastewater treatment methods and systems.

(7) To assist in review of third-party complaints regarding the city's wastewater plant, operations, or reuse systems and provide comments to city staff.

(8) To assist in review of public comments regarding the city's wastewater plant and provide comments to city staff and city council.

(9) To review noncity party recommendations regarding the city's wastewater plant, operations, or reuse systems, including any:

(A) Recommendations for model contracts for operations of treatment facility and reuse systems that may be submitted by the settling parties; or

(B) Recommendations for a class A operator.

(10) Any recommendations made by the commission must include financial information identifying the anticipated cost of implementing the recommendations.

(b) The commission shall not have authority to replace or supersede commitments to irrigable area and storage as agreed under "acreage/storage" as agreed to in the agreement regarding the city's application no. WQ001448803 for a TPDES permit entered into on or about July 3, 2018.

(c) The commission shall not have the authority to review, comment on, approve, or disapprove utility agreements or contracts that are negotiated between the city and third parties.

Sec. 2.04.287. Support.

(a) City staff and the city engineer shall provide logistical support to the commission, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support.

(b) The city staff will post agendas and information requested by the commission, will take minutes at each meeting, and provide other requested support.

(Ordinance 2018-32, adopted 12/11/18)

CITY OF DRIPPING SPRINGS, TEXAS

REPORT TO THE INTERNATIONAL DARK SKY ASSOCIATION

October 1, 2020 to September 30, 2021

The City of Dripping Springs continues to experience rapid growth and welcomes its new businesses and residents in the city limits and surrounding area to be a part of the efforts to protect and preserve the night sky.

ANNEXATIONS

From October 1, 2020, to September 30, 2021, the city annexed four properties totaling 403.008 acres into the City Limits.

Annexation Ordinance	Property Description	Annexation Date	Acreage
2020-59	102 Rose Drive - Benjamin F. Hanna Survey No. 428	12/08/20	0.748
2021-10	Florio Tract - Benjamin F. Hanna Survey No. 28, Abstract No. 222	03/09/21	18.25
2021-23	Cannon Tract - Philip A. Smith Survey No. 26, Abstract No. 415; and C.H. Malott Survey, Abstract No. 693	07/06/21	100.58
2021-30	Cynosure Tract - I.V. Davis, Jr. Preemption Survey, Abstract No. 673; and Edward W. Brown Survey No. 136, Abstract No. 44	08/17/21	283.43

TERRITORY

The current population of the City of Dripping Springs city limits is estimated to be approximately 5,000. In the past year, the city annexed 403.008 acres into the City Limits (1.6309 km2) and the total size of the city limits is now approximately 24.08 km2.

The city continues to be successful in obtaining voluntary compliance in its Extraterritorial Jurisdiction, where state law does not allow the Lighting Ordinance to be applied unilaterally. Many developers want their projects to be good neighbors and part of a dark sky community.

The Anarene/Double L Development Agreement was approved on September 21, 2021, and requires the 1,677 acre development in the Extraterritorial Jurisdiction to comply with the city's Lighting Ordinance. The development will include 2,231 residential units and 200 acres of commercial development.

LIGHTING PROJECTS

The Dripping Springs Sports & Recreation Park Lighting Plan was drafted by EMA Engineering. They consulted with Musco Lighting on the plan. The Lighting Plan was sent to the International Dark Sky Association and was approved for compliance with the Community-Friendly Outdoor Sports Lighting Certification Program Criteria. Fiscal Year 2022 funds for the first phase of the project have been recommended by the city's Parks & Recreation Commission.

The city's Extraterritorial Jurisdiction is much larger than the city limits, so compliance with the Lighting Ordinance in this area is very impactful. The City's Planning Department is creating a database of the properties outside the city limits that are required to comply with the Lighting Ordinance and those that voluntarily comply with the ordinance.

LIGHTING ORDINANCE

No amendments were made to the city's Lighting Ordinance during this reporting period.

SKY QUALITY METER READINGS

Sky Quality readings in various locations throughout the City of Dripping Springs were taken by city staff on August 9, 2020, with clear skies and waxing crescent moon (first day, 1.5%) using a Unihedron SQM-L Sky Quality Meter. The sky quality has not significantly changed. The following chart shows the locations, times, and readings for 2020 and 2021.

LOCATION	8/17/2020 TIME	8/17/2020 READING	8/9/2021 TIME	8/9/2021 READING
Dripping Springs Ranch Park-East of Outdoor Arena	9:41 pm	20.33	9:36 pm	20.40
Hidden Springs Ranch HOA Park-Parking Lot	9:49 pm	20.20	9:50 pm	20.20
Lake Lucy-West End of Loop	9:54 pm	20.05	9:54 pm	20.19
City Hall-Parking Lot	9:58 pm	19.63	9:44 pm	19.30
Charro Ranch Park-Parking Lot	10:05 pm	20.4	10:03 pm	20.46
Sports & Recreation Park-Parking Lot by Adult Softball Fields	10:12 pm	20.07	10:17 pm	20.18
Founders Memorial Park-Parking Lot by Trail Head Sign	10:17 pm	20.01	10.12 pm	20.19

WORKING WITH THE CITY'S ELECTRICITY PROVIDER

The city continues to work with its electricity provider, the Pedernales Electric Cooperative, to bring noncompliant street and area lighting into compliance with the city's Lighting Ordinance. The Pedernales Electric Cooperative has reported to the city that it has installed twenty-three

street and area lights that comply with the city's Lighting Ordinance in the past year. Some of these replaced nonconforming lights.

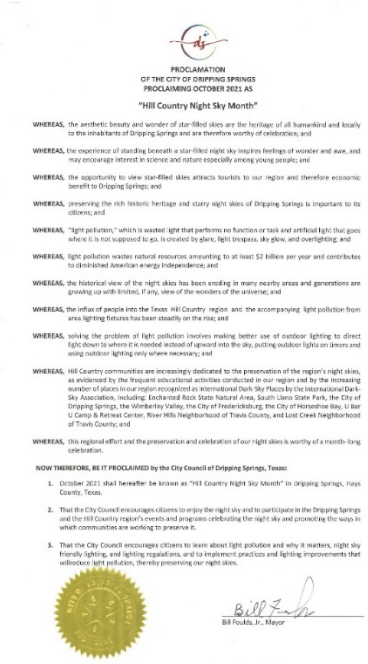
The Pedernales Electric Cooperative provides electricity to the Dripping Springs area and a large part of the Texas Hill Country. They own approximately 31,000 outdoor lighting assets, primarily street and area lights. The cooperative is in the process of contracting with a third-party entity to provide, install, and maintain their outdoor lighting assets. The third-party company will conduct an audit of the outdoor lighting assets and replace all lighting fixtures with LED ones that comply with the city of Dripping Springs Lighting Ordinance and the other lighting ordinances in the service area. The new lighting fixtures will have electronic monitoring devices that are programmable and offer a photocell for on and off functioning.

PROGRAMS, EDUCATION, AND OTHER OUTREACH

The City Council approved proclamations declaring August - October and March – May 2020 and 2021, as "Lights Out Migratory Months" in the City of Dripping Springs, Texas and the city promoted the Lights Out Pledge.

October 2020 was the first Hill Country Night Sky Month, which celebrated the region's night skies and the hard work that Hill Country communities do to preserve them. The city approved a proclamation, posted educational information on its Facebook pages, created a new Night Sky page on the city website, and publicized Hill Country Night Sky events happening throughout the region. This event caused cities, parks, and advocacy groups in the region to collaborate on night sky activities and outreach and help each other by promoting the night skies regionally.

The City Council approved a proclamation for the 2021 Hill Country Night Sky Month in September 2021.



PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING OCTOBER 2021 AS

"Hill Country Night Sky Month"

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

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

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

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

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

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

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

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

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

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

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

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

1. October 2021 shall hereafter be known as "Hill Country Night Sky Month" in Dripping Springs, Hays County, Texas.
2. That the City Council encourages citizens to enjoy the night sky and to participate in the Dripping Springs and the Hill Country region's events and programs celebrating the night sky and promoting the ways in which communities are working to preserve it.
3. That the City Council encourages citizens to learn about light pollution and why it matters, night sky friendly lighting, and lighting regulations, and to implement practices and lighting improvements that will reduce light pollution, thereby preserving our night skies.

Bill Foulds, Jr., Mayor

The city was a sponsor of the Hill Country Living Festival + Rainwater Revival, a virtual event held October 24-25, 2020. Hope Boatright with the Dripping Springs Visitors Bureau presented the video "Dripping Springs A Night Sky Pioneer" and Hill Country Alliance Program Director Cliff Kaplan gave a presentation on Hill Country Night Sky Month. The city and Pedernales Electric Cooperative were the sponsors of the Night Sky session.

On October 28, 2020, Sarah Cole, Building Official, and City Administrator Michelle Fischer presented "City of Dripping Springs Lighting Ordinance for Residential Properties." The presentation is on the city's website.

Mayor Bill Foulds and City Administrator Michelle Fischer participated in a TV segment on Night Skies from newswest9.com in November 2020.

https://www.newswest9.com/article/features/west-texas-dark-skies-photography/513-374e9553-29c8-4227-962f-97df063d1d2d?fbclid=IwAR31zEHAZk29mUbjf-SsinxMYJy6oDeC7zLgkNsvKRy0pp5hZKUxiuPZFNg

On March 17, 2021, City Administrator Michelle Fischer testified before the Texas House of Representative's Urban Affairs Committee on House Bill 298 by Representative Erin Zwiener. The bill would allow cities designated as International Dark Sky Communities, such as Dripping Springs, to extend their Lighting Ordinance to their Extraterritorial Jurisdictions. The bill was approved by the committee but did not get voted out of the House.

The city participated in International Dark Sky Week April 5-12, 2021.

The city created thirteen pedestrian pole banners for downtown Dripping Springs to celebrate being an International Dark Sky Community.

July 2021 City of Dripping Springs Assistant City Attorney Ryan Turner was interviewed by KRTS News, Marfa, Texas reporter Travis Bubenik about enforcing lighting ordinances. He had read Ryan's legal paper (The Stars At Nights: Local Regulation and Enforcement of Outdoor Lighting Standards, Texas Tech Administrative Law Journal, Volume 16, Book 2, Summer 2015). The interview is not mentioned in the article, but provided the reporter with background information. "In West Texas, Astronomers Worry About Growing Oilfield Light Pollution," July 12, 2021. https://marfapublicradio.org/blog/in-west-texas-astronomers-worry-about-growing-oilfield-light-pollution/

The city provided items for the Dripping Springs Chamber of Commerce Welcome Bags for new residents in July:

250 "I Love the Texas Night Sky" stickers with www.idatexas.org.

On July 28, 2021, City Administrator Michelle Fischer attended the Hays County Friends of the Night Sky meeting and gave a presentation on the city's support of the Be A Star Award Program. The Be A Star Award rewards landowners who contribute to conservation efforts by protecting the night sky. To earn it they use outdoor lighting that eliminates glare, light trespass, and other forms of light pollution, while at the same time helping them see better on their property. The Be A Star Award Program is run by the Texas Night Sky Festival ® Association in support of the International Dark-Sky Association Texas Section.

On August 6, 2021, the city had an end of the pool season star party for its Founders Memorial Park Pool employees. A local astronomer provided a telescope and educational information to participants.

In September, the city nominated ten properties for the Be A Star Award. These properties were nominated because they are great examples of properties that comply with the city's Lighting Ordinance and also comply with the Be A Star Award requirements. The awards are expected to be announced in October which is Hill Country Night Sky Month.

Arrowhead Ranch Amenity Center

Austin Regional Clinic

St. Dymphna Center, St. Martin de Porres Catholic Church

On September 21, 2021, City Administrator Michelle Fischer met with the Briarcliff Dark Sky Group. They are interested in the Village of Briarcliff, Texas adopting a Lighting Ordinance. She discussed the City of Dripping Springs's experience in adopting and enforcing a Lighting Ordinance, and implementing a community outreach program. She also directed them to individuals and resources to assist them in their efforts.

The city created a section on the new City of Dripping Springs website dedicated to Night Sky initiatives and programs: https://www.cityofdrippingsprings.com/night-sky

The city planned a star party to take place October 8, 2021, at Dripping Springs Ranch Park.

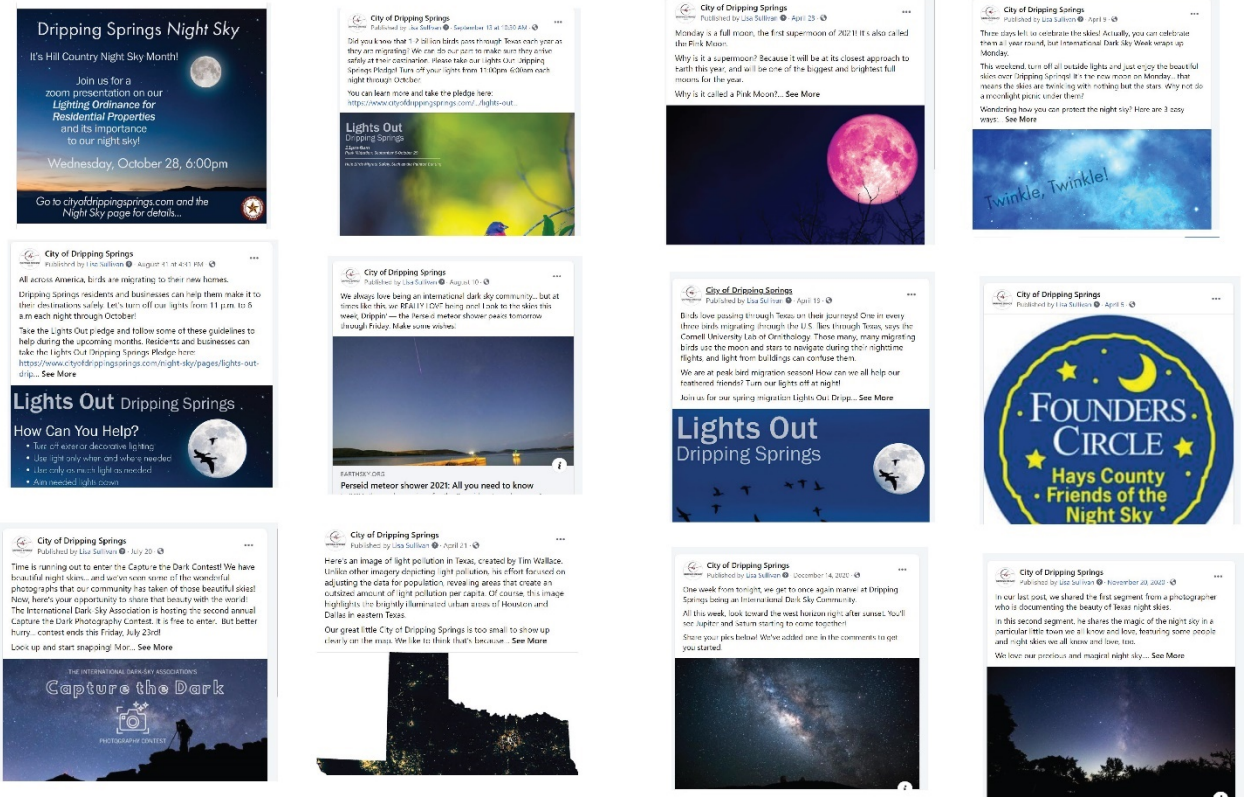
SOCIAL MEDIA

Social Media

COVID still kept us from many in-person events. So, we put our efforts into promoting what we could virtually via our social media platforms. We did the following social media promotions, reaching more than 22,203 people throughout the year. See example screen shots attached.

- Lights Out Dripping Springs — March-April
- International Dark Sky Week — April
- IDA Capture the Dark Contest — July
- Perseid Contest — August
- Lights Out Dripping Springs — August-October
- Various Night Sky Posts — All year

Social Media Night Sky Examples



NEW CONSTRUCTION

In the past year, the city's Building Department issued 1,213 New Residential Building Permits and twelve Commercial Building Permits for projects complying with the Lighting Ordinance. All permitted commercial and residential buildings were required to obtain approved lighting plans and were/will be inspected after construction for compliance before a certificate of appropriateness was/is issued.

In the city's Extraterritorial Jurisdiction, there were several large developments under construction that were required to comply with the Lighting Ordinance through Development Agreements, including, retail buildings in Belterra Village, The Shops at Ledgestone, and the Driftwood Land and Golf Club.

The Dripping Springs Independent School District continues to bring nonconforming lighting on district properties into compliance with the Lighting Ordinance and continues to ensure that new schools and facilities being built will comply with the ordinance. Walnut Springs Elementary opened in August and complies with the city's Lighting Ordinance.

Walnut Springs Elementary School

ENFORCEMENT

The city's Code Enforcement Inspector continues to enforce the Lighting Ordinance and issues violation warnings as needed. No citations have been issued this past year due to compliance in response to the violation warnings.

COMMUNITY AND MEDIA RELATIONS

In June 2021 the city adopted a new logo that includes stars, which are a symbol of its night sky and the city's commitment to night sky preservation and outreach efforts. The logo is used on the city's website, letterhead, city official and employee business cards, forms, presentations, and other public relations and marketing materials.

DRIPPING SPRINGS
Texas
Open spaces, friendly faces.

The following are articles that mention Dripping Springs being an International Dark Sky Community, its Lighting Ordinance, or astrotourism in Dripping Springs:

"Dark Sky Video - Destination Dripping Springs," Destination Dripping Springs, Oct 14, 2020, https://www.youtube.com/watch?v=eWOFa_3mAAg.

Guinn, Tatum. "Texas community a shining example of coexisting with dark skies," News West 9, November 17, 2020, https://www.newswest9.com/article/features/dark-skies-over-dripping-springs/513-a1fff0ec-c012-4dab-a002-5da1933a5dfa.

Roldan, Riane. “Want To See The Stars? This Texas Law Could Help Keep The Night Sky Dark,” KUT 90.5, December 30, 2020. https://www.kut.org/energy-environment/2020-12-30/want-to-see-the-stars-this-texas-law-could-help-keep-the-night-sky-dark.

Figi, Laura. "The 'edge of night': Why you can’t see the stars in Travis County," Austonia, February 5, 2021, https://austonia.com/stars-in-travis-county.

Wehring, Megan. "Buda needs support for Dark Sky designation," Hays Free Press, February 18, 2021, https://haysfreepress.com/2021/02/18/buda-needs-support-for-dark-sky-designation/.

Cramer, Kali. "These Texas Stargazing Parks Are Absolutely Breathtaking," Urban Matter, March 6, 2021. https://urbanmatter.com/austin/these-texas-stargazing-parks-are-absolutely-breathtaking/.

Falcon, Meagan. "Lyrid Meteor Shower Peak: When To See Fireballs In Austin Area," Patch Media, April 13, 2021, https://patch.com/texas/downtownaustin/lyrid-meteor-shower-peak-when-see-fireballs-austin-area.

Eddleman, Mike. "A Starring Role: Community Calls For Dark Skies," The Independent Liberty Hill, April 28, 2021, https://lhindependent.com/a-starring-role-community-calls-for-dark-skies/.

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Weinstein, Alyssa. "The Top 10 Places to Stargaze in Central Texas," Austin Monthly, August 16, 2021, https://www.austinmonthly.com/10-best-places-to-stargaze-in-central-texas/.

Girtman, Taylor, Dadamo, Amy Rae, Oldman, Iain. "Hill Country communities can pursue Dark Sky designation following new state law," Community Impact, September 9, 2021, https://communityimpact.com/austin/lake-travis-westlake/development/2021/09/09/hill-country-communities-can-pursue-dark-sky-designation-following-new-state-law/

Anderson, Brittany. "DS announces new proclamations," Hays Free Press, September 10, 2021, https://haysfreepress.com/2021/09/10/ds-announces-new-proclamations/.

Erickson, Alexa. "America’s Top Stargazing Spots to See Beautiful Night Skies," Far & Wide, September 22, 2021, https://www.farandwide.com/s/stargazing-spots-night-skies-3f874626256a46fe.

D-B, Abby. "Dark Sky Parks: Texas Stargazing Places You Have To Visit," Houston On the Cheap, September 26, 2021. https://www.houstononthecheap.com/dark-sky-parks-texas-stargazing-best-places-to-stargaze.

Ross, Robyn. “The Edge of Night in Texas,” Stranger’s Guide, September 2021, https://strangersguide.com/articles/the-edge-of-night/.

“October is Hill Country Night Sky Month!,” The Hill Country Alliance, September 2021, https://www.hillcountryalliance.org/nightskymonth.

Pace, Janie. "11 Incredible Day Trips From Austin," Travel Awaits, https://www.travelawaits.com/2695655/best-day-trips-from-austin/.

"Dark Skies," Hays County Chapter of Texas Master Naturalist, https://beautifulhayscounty.org/conservation/dark-skies/.

“Where to Stargaze in Texas,” Let’s Texas. https://www.traveltexas.com/things-to-do/outdoor-adventure/where-to-stargaze-in-texas/.

Jacobs, Fleetwood. "Keeping The Stars At Night Big and Bright," Hill Country Conservancy, https://hillcountryconservancy.org/keeping-the-stars-at-night-big-and-bright/.

"Protect Texas Dark Sky," Scenic Texas, https://www.scenictexas.org/resources/dark-sky-protection.

The following businesses feature Dripping Springs’s status as an International Dark Sky Community on their website:

"Stargazing," Independence Title, https://independencetitle.com/wp-content/uploads/Stargaze.pdf.

"New Homes in Dripping Springs TX," Century Communities, https://www.centurycommunities.com/find-your-home/texas/austin-metro/dripping-springs.

"Serving Dripping Springs, Texas," Driftwood Builders Roofing, https://driftwoodbuildersroofing.com/dripping-springs-texas/.

"WELCOME TO THE DRIPPING SPRINGS DIY WOOD SIGN WORKSHOP!" Board & Brush Dripping Springs, https://boardandbrush.com/drippingsprings/.

Sullivan, Lisa. "Lights Out Dripping Springs is for the Birds," Dripping Springs Elite, August 24, 2021, https://drippingspringselite.com/news-blog/lights-out-dripping-springs-is-for-the-birds.

ENGAGEMENT WITH IDA

The city collaborates with the Texas IDA Chapter on a regular basis and city representatives often attend chapter meetings.

The city created a logo for its International Dark Sky Community Designation and submitted it to IDA for approval. It was approved on June 17, 2021, and is being used on the city's website, e-signatures of some staff members, and in night sky public outreach materials.

COVID-19 PANDEMIC IMPACT

Due to COVID, the city couldn't have some in-person events. The city put its efforts into promoting what it could virtually. This brought about an increase in public engagement through the city's social media platforms.

The city has seen an increase in park use during the pandemic. Outdoor activities, such as stargazing has increased. The city continues to see an increase in astrotourism.

SITE IDA CONTACT

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