



CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, July 06, 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

Finance Director Shawn Cox

City Secretary Andrea Cunningham

Communications Director Lisa Sullivan

IT Coordinator Misty Dean

Parks & Community Services Director Kelly Schmidt

City Planner Abraham Martinez

Maintenance Director Craig Rice

DSRP Manager Emily Nelson

Planning Consultant Robyn Miga

Planning & Zoning Commission Chair Mim James

WORKSHOP

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

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

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item

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

PROCLAMATIONS & PRESENTATIONS

- 2. Approval of a Proclamation proclaiming the month of July 2021 as "Parks and Recreation Month" in the City of Dripping Springs. Sponsor: Councilmember King.**

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

Board of Adjustment Members

Board Chair Bill Foulds, Jr.
Board Member Taline Manassian
Board Member Wade King
Board Member Geoffrey Tahuahua
Board Member April Harris Allison
Board Member Sherrie Parks
Alternate Board Member Charles Busbey
Alternate Board Member Joe Volpe

BOARD OF ADJUSTMENT AGENDA

- 3. Public hearing and consideration of approval regarding VAR2021-0008: an application to consider a Special Exception to Parking Requirements for the property located at 249 Sportsplex Dr., Dripping Springs, TX 78620 (Legal Description: 1.293 Acres in the JWLP FAMILY Survey, Lot 6, Hays County). The applicant is asking for a special exception to Section 5.7.6 of the Zoning Ordinance which requires buildings with mixed uses to calculate parking requirements for the most intense use. As well as a variance to Section 5.6.2 Parking Based on use the applicant is proposing a different parking ratio for medical office. The last request is to utilize existing parking. Applicant: Jon Thompson**
 - a. Presentation
 - b. Staff Report
 - c. Planning and Zoning Commission Report
 - d. Public Hearing
 - e. Special Exception
- 4. Public hearing and consideration of approval regarding VAR2020-0026: Special Exception Application to consider a variance to encroach within the setback defined in Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b) and the Public Utility**

Easement for two (2) corner lots within the Planned Development District No. 10 (PDD 10) at the properties located at 133 Dome Peak Terrace and 159 Delaware Mountains Terrace (Lot 9, Block 9 and Lot 9, Block 10 of Big Sky Ranch, Phase 1). Applicant: Christopher A. Reid, PE

Applicant requested to withdraw the application

CITY COUNCIL

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.

- 5. Approval of the June 8, 2021 City Council & Board of Adjustment regular meeting minutes, and the June 15, 2021 City Council workshop and regular meeting minutes.**
- 6. Approval of a Resolution Accepting Improvements as Complete and Approving a Maintenance Bond for Arrowhead Ranch Subdivision Phase 3 Streets, Drainage, and Wastewater Improvements, and Releasing a Construction Bond.**
- 7. Approval of the termination of the existing Professional Services Agreement between the City of Dripping Springs and Daikin Applied, and approval of a new Professional Services Agreement between the City of Dripping Springs and Daikin Applied related to HVAC services at the Dripping Springs Ranch Park & Event Center. Sponsor: Council Member King**
- 8. Approval of an Agreement between the City of Dripping Springs and Jani-King for Custodial Services at Dripping Springs Ranch Park for regular and post-event cleaning. Sponsor: Council Member King**

BUSINESS AGENDA

- 9. Public Hearing and consider approval of an Ordinance and Annexation Agreement regarding approximately 101 acres of the Cannon Tract on the northern portion of Cannon Ranch just east of Rob Shelton and just south of Founders Park Road. Applicant: Steven Pierce, Ashton Austin, L.L.C.**
 - a. Presentation
 - b. Staff Report
 - c. Public Hearing
 - d. Ordinance
 - e. Agreement

- 10.** Public hearing and consideration of approval of an Ordinance enacting PDD # 12 and rezoning a property from Agriculture (AG) to PDD # 12 with base zoning of SF-3, the property being an approximately 101 acre portion of the Cannon Tract directly south of Founders Park Road and directly east of Rob Shelton Boulevard at A0415 Philp A Smith Survey, A0044 Edward W Brown Survey, A0475 Wm Walker Jr Survey, ABS 673 IV Davis Jr Survey, ABS 693 IV Davis Jr Survey. *Applicant: Steven Pierce, Ashton Austin Residential, L.L.C.*
- a. Presentation
 - b. Staff Report
 - c. Planning & Zoning Commission Report
 - d. Public Hearing
 - e. Zoning Ordinance: PDD No. 12
- 11.** Discuss and consider approval of an Offsite Road Agreement between the City of Dripping springs and Ashton Austin Residential, L.L.C. related to improvements on the Cannon Ranch Tract and Rob Shelton Boulevard. *Applicant: Steven Pierce, Ashton Austin Residential, L.L.C.*
- 12.** Discuss and consider approval of a Utility Agreements for Wastewater Service and Water Service between the City of Dripping Springs and Ashton Austin Residential for an approximately 97 acre tract in Cannon Ranch for up to 375 dwelling units. *Applicant: Steven Pierce, Ashton Austin Residential, L.L.C.*
- 13.** Public hearing and consideration of approval for a Sign Variance Request to allow two flags with noncommercial messages to exceed the maximum height and area allowed at Dreamland, located at 2770 W. Highway 290, Dripping Springs, Texas. *Applicant: Greg Bland, CEO, Dreamland*
- a. Presentation
 - b. Sign Administrator Report
 - c. Public Hearing
 - d. Sign Variance Request
- 14.** Discuss and consider approval of a Job Description for Dripping Springs Ranch Park Assistant Manager Position. *Sponsor: Council Member King.*
- 15.** Discuss and consider approval of a Resolution amending the Dripping Springs Farmers Market Rules. *Sponsor: Mayor Pro Tem Manassian*
- 16.** Discuss and consider approval of the Appointment of four (4) individuals to the Planning & Zoning Commission for terms ending June 30, 2022; and the appointment of a Chair to serve a term of one year.
- 17.** Discuss and consider approval of the Appointment of three (3) individuals to the Historic Preservation Commission for terms ending June 30, 2022.
- 18.** Discuss and consider approval of the Appointment of six (6) individuals to the Economic Development Committee for terms ending June 1, 2022; and the appointment of a Chair to serve a term of one year.

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.

- 19. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to the South Regional Water Reclamation Expansion Project Easement Acquisition and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 20. 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*
- 21. Consultation with City Attorney regarding legal issues related to Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD 11.** *Consultation with City Attorney, 551.071*
- 22. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, Public Safety, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 23. Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.071.*
- 24. Deliberation of Personnel Matters regarding the job description, compensation, benefits, and employment of the Planning Director and Senior Planner.** *Deliberation of Personnel Matters, 551.074*

UPCOMING MEETINGS

City Council Meetings

July 20, 2021 at 6:00 p.m.

August 3, 2021 at 6:00 p.m.

August 12, 2021 at 6:00 p.m. (Budget Workshop)

August 20, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

July 7, 2021 DSRP Board at 12:00 p.m.

July 12, 2021 TIRZ No. 1 & No. 2 Board at 4:00 p.m.

July 12, 2021 Founders Day Commission at 6:30 p.m.

July 13, 2021 Planning & Zoning Commission at 6:30 p.m.

July 14, 2021 Utility Commission at 4:00 p.m.

July 15, 2021 Farmers Market Board at 10:00 a.m.

July 15, 2021 Emergency Management Commission at 12:00 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 **July 2, 2021 at 4:00 p.m.***

City Secretary

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



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING JULY 2021, AS**

“Parks and Recreation Month”

WHEREAS, parks and recreation programs are an integral part of the Dripping Springs Community; and

WHEREAS, our parks and recreation services are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks, natural open space, and natural recreation areas improve water quality by protecting groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the Dripping Springs Community recognizes the benefits derived from parks and recreation resources.

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

1. July 2021 shall be proclaimed as “Parks & Recreation Month” in the City of Dripping Springs; and
2. The City Council invites the Dripping Springs Community to explore the City’s community parks and parks programming.

Bill Foulds, Jr., Mayor



City Council Planning Department Staff Report

Item # 3.

City Council Meeting: June 08, 2021
Project No: VAR2021-0007
Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: 249 Sportsplex/JWLP Lot 6
Property Location: 249 Sportsplex Drive, Dripping Springs, TX 78620
Legal Description: JWLP Family Subdivision, Lot 6
Applicant: Jon Thompson, J Thompson Professional Consulting
Property Owner: Intrepid Commercial Properties LLC

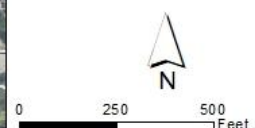
Request: Applicant is requesting a special exception to Section 5.6.2 Parking Based on use the applicant is proposing a different parking ratio for medical office and is requesting to utilize existing parking.



Location Map

249 Sportsplex Rd

- Subject Area
- Parcel
- City Limits
- Dripping Springs ETJ



Overview

The applicant is requesting a Special Exception to Chapter 30, Exhibit A Section 5.6.2 Parking based on use and is requesting to utilize existing parking.

Below is the section of the code of ordinances that the applicant is requesting a special exception to:

5.6.2. Commercial:

(36) Medical or dental office: One space per 200 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.

The property has a 13,200 Square foot Building and accounted for Office Space which would require 1 parking space per 300 Square Feet.

Parking Requirement	Total Building square footage	Parking Spaces Required	Parking applicant provided	Parking surplus
1 parking space/300 square feet	13,200	44	47	+3

The applicant applied for a Tenant Finish Out for a Medical Office which would require one (1) parking space per 200 square feet. Per section 5.7.6 of the Zoning Ordinance, for buildings which have mixed uses within the same structure (such as retail and office), the parking requirement shall be calculated for the most intensive use.

Parking Requirement	Total Building square footage	Parking Spaces Required	Parking applicant provided	Parking Deficit
1 parking space/200 square feet	13,200	66	47	-19

Based on the Medical Office Use the applicant has a parking deficit of 19 parking spaces. The applicant is requesting to use the existing parking spaces and is justifying the 47 parking spaces with the parking analysis submitted.

SPORTSPLEX OFFICE BUILDING
 249 Sportsplex Drive, Dripping Springs 78620

Parking Analysis - Average Parking Demand

Calculation Method	GSF / USF / Rooms	Modal / Shared / Other Split	Calculated Peak Parking Demand	Code Required Parking
Dripping Springs Ordinance	GSF	0%	66	66
Dripping Springs Ordinance	USF	0%	40	66
Dripping Springs Ordinance with Modal Splits	GSF	10%	60	66
ULI Standard Parking	GSF	20%	49	66
Parking Industry Best Practices	GSF	15%	45	66
Demand Generator/Employees	Exam Rooms	5%	48	66

The applicant is proposing to utilize useable square footage which excludes cabinets, walls, and hallways. If the required amount of parking spaces only accounted for useable square footage the applicant would only need to provide 40 parking spaces. Staff believes that using useable square footage for calculating parking is not sufficient. When comparing other cities and other parking requirements gross square footage is the common way of calculating parking.

The parking analysis (see attachment) submitted uses modal/shared/other splits such as missed appointments, employee travel/sick time, walking drop-offs, carpools, and shared appointments. For example, ULI (Urban Land Institute) standard parking requires 4.6 parking spaces per 1000 sf, requiring 61 parking spaces, placing a 20% reduction (due to splits) brings the parking calculation to 49 parking spaces.

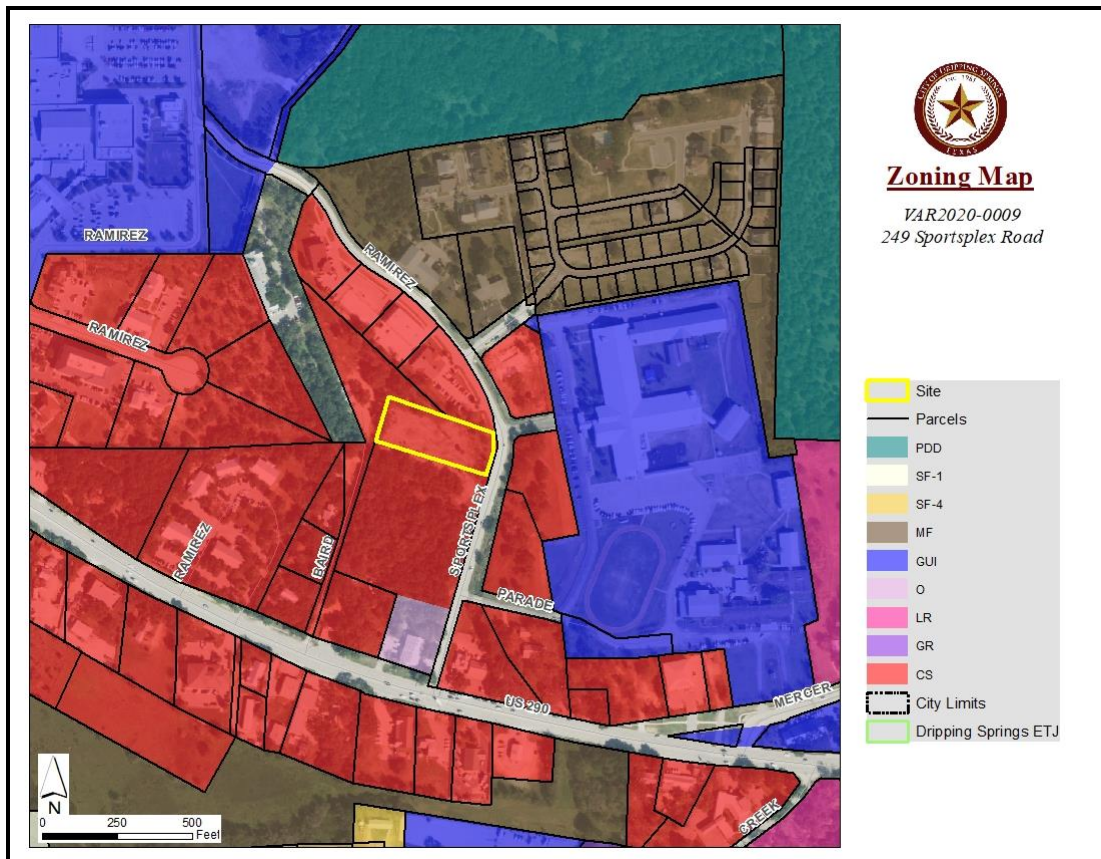
According to the ULI parking study “all parking ratios recommended in this book are intended to reflect conditions in suburban and smaller city settings with little or no transit, free or inexpensive parking, and minimal employee ride sharing... Nearly all the recommended ratios are based on observed accumulations of parked vehicles, and thus the modal split and auto occupancy at that ratio are implicit in the number” Thus, ULI is stating that splits should not be placed on cities that are small and have little or no transit. The City has allowed developments such as Belterra Commercial to utilize ULI parking standards and ULI is a common tool that cities use for parking regulations.

Further research was done by staff for surrounding cities medical office parking requirements. See table below:

City	Parking Requirement
Georgetown	1 per 250 sf GFA
Cedar Park	1 per 200 sf GFA
Boerne	1 per 200 sf GFA
New Braunfels	1 per 300 sf GFA
Leander	1 per 200 sf GFA
Marble Falls	1 per 250 SF GFA
Kyle HD	1 per 200 SF GFA
Wimberley	1 per 200 sf of GFA

After further study staff has found that the parking requirements for a Medical Office are in line with industry standards and surrounding cities.

Surrounding Properties



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services	Medical Office	The area is not shown on the city's comprehensive future land use plan.
East	Commercial Services	Flying Fish Academy/Undeveloped Land	
South	Commercial Services	Undeveloped Lot	
West	Commercial Services	Library, Single Family homes	

Property History

On April 10, 2018, JWLP Family Subdivision was approved and recorded. The Subdivision plat created 6 commercial lots. The applicant then applied for a Site Development Permit in 2019. During the Site Development Permit, the first submittal contained Retail use which would require the applicant to provide one (1) parking space per 200 square feet. The applicant was told that parking was not sufficient and they would need to add additional parking. The applicant stated that the intended use was Office and changed the amount of parking to one (1) parking space per 300 square feet. The applicant was not aware that Medical Office was parked at a different Ratio than General Office.

The applicant applied for a Tenant Finish out and was told that they needed to provide parking for a medical office, which is one (1) parking space per 200 square feet. The Property is currently built out and is not able to provide any more additional parking spaces.

In June 2020, the applicant applied for a special exception to utilize shared parking with a lot across Sportsplex. The application was later withdrawn.

The applicant was granted permission to occupy 9,400 square feet of the space (see attachments for letter). The applicant had enough parking spaces to satisfy a 9,400 square foot building.

Approval Criteria for Special Exceptions (2.22.2-Zoning Ordinance)

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	The building on the property was built in 2019. The applicant was aware of the parking requirements and adjusted the use to only provide 1 parking space per 300 square feet of gross floor area.
2. the special exception is necessary for the preservation and enjoyment of a substantial property right of the applicant; and By preserving the natural features and topography of the land; and	The special exception is not necessary for the applicant to utilize their property. The intention with the approved site plan was for an office use. The applicant was asked to reevaluate their parking at the time of review.
3. the granting of the special exception will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and	Scarcity of parking may have an effect on the patrons visiting the proposed medical offices. The special exception will be detrimental to the public health, safety, or welfare.
4. the granting of the special exception constitutes a minimal departure from this Chapter; and	The applicant is asking to not provide any additional parking and base their parking requirements on the parking analysis provided. Staff evaluated the parking analysis and believed that the results do not apply to the City of Dripping Springs.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	This special exception would affect properties in the vicinity. The lack of parking for medical office is self-imposed. The applicant was aware of the issue during time of review.
6. Granting the special exception is in harmony with the spirit, general purpose, and intent of this Chapter so that: a. the public health, safety and welfare may be secured; and b. that substantial justice may be done.	The granting of this special exception is not in harmony with the spirit, general purpose, and intent of this chapter.

Summary

The special exception is to allow the applicant to utilize the existing 47 parking spaces for a 13,200 square foot building that will be occupied by medical offices. The applicant provided a parking analysis that staff reviewed and disagrees with based on the lack of alternative transit options and the idea of only accounting for useable space. Further research of other surrounding cities shows that the common parking requirement for medical office is in line with Dripping Springs parking requirement of 1 parking space per 200sf.

Based on the above findings staff believes that the intent of the code is not being met, that the special exception will cause undue harm to the properties within the vicinity and was self-imposed. Staff recommends **disapproval** of the special exception.

Approval of a special exception requires that at least 5 members of the 6 member Board of Adjustment, which includes the Mayor, vote in favor of approval under Section 211.009(c)(3) of the Texas Local Government Code.

Planning and Zoning Commission Recommendation

A motion was made by Vice Chair Martin to deny VAR2021-0008: an application to consider a Special Exception to Parking Requirements for the property located at 249 Sportsplex Dr., Dripping Springs, TX 78620 (Legal Description: 1.293 Acres in the JWLP FAMILY Survey, Lot 6, Hays County). Commissioner Williamson seconded the motion which carried unanimously, 6 to 0.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Special Exception request.

Meetings Schedule

May 25, 2020 Planning and Zoning Commission

June 08, 2020 Board of Adjustments/City Council

Attachments

Attachment 1 – Special Exception Application

Attachment 2 – Parking Analysis

Attachment 3 – Applicant’s Justification for Special Exception

Attachment 4 – 249 Sportsplex Letter authorizing 9,400 sf to be utilized

Attachment 5 – ULI Parking excerpt

Attachment 6 - Site Plan

Recommended Action	Disapproval of the requested special exception
Alternatives/Options	Approval of the special exception with no or alternate conditions.
Budget/Financial impact	N/A
Public comments	None received at this time
Enforcement Issues	N/A
Comprehensive Plan Element	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Chris Nygard, Integrity Commercial Properties, LLC
 STREET ADDRESS 13080 Fieldstone Loop
 CITY Austin STATE Texas ZIP CODE 78737
 PHONE (512) 844-6871 EMAIL chris@nygardcompany.com

APPLICANT NAME Joe Thompson
 COMPANY J Thompson Professional Consulting, LLC
 STREET ADDRESS PO Box 172
 CITY Dripping Springs STATE Texas ZIP CODE 78620
 PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

APPLICATION TYPE

☐ ALTERNATIVE STANDARD

☒ VARIANCE

☐ SPECIAL EXCEPTION

☐ WAIVER

PROPERTY INFORMATION	
PROJECT NAME	249 Sportsplex Drive Parking Variance
PROPERTY ADDRESS	249 Sportsplex Drive
CURRENT LEGAL DESCRIPTION	JWLP Family, Lot 6
TAX ID#	R162553
LOCATED IN	☒ CITY LIMITS ☐ EXTRATERRITORIAL JURISDICTION ☐ HISTORIC DISTRICT OVERLAY

- o Description of request & reference to section of the Code of Ordinances applicable to request:

Zoning Ordinance, Section 5.7.6, that requires buildings with mixed uses to calculate parking requirements for the most intense use.

- o Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

The building and parking take up all of the available land for development. No additional land is available for additional parking. If the application of strictest use for parking is applied as shown in the Ordinance the property becomes unusable.

- o Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

The site exceeds code where it can by meeting all applicable ordinances and codes. The center while approved and built assuming general or professional office uses has had, due to the pandemic, nothing but medical professionals seeking to lease from him. This does create a service to the community by providing medical care for the community in a centralized location.

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

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that For Thompson 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. _____.) Inst. #

X CHRIS NYGARD
Name

X OWNER
Title

STATE OF TEXAS §

§

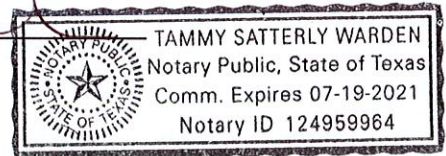
COUNTY OF HAYS §

§

This instrument was acknowledged before me on the 15 day of March,

2021 by Chris J. Nygard.

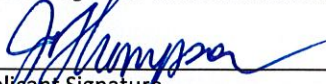
Tammy Satterly Warden
Notary Public, State of Texas



My Commission Expires: 7-19-2021

For Thompson
Name of Applicant

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:


Applicant Signature

03/15/21
Date

CHECKLIST

STAFF	APPLICANT	
☐	☒	Completed Application Form - including all required signatures and notarized
☐	☒	Application Fee (refer to Fee Schedule)
☐	☒	PDF/Digital Copies of all submitted documents
☐	☒	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
☐	☒	Billing Contact Form
☐	☒	Photographs <i>N/A</i>
☐	☒	Map/Site Plan/Plat
☐	☒	Architectural Elevations (if applicable) <i>N/A</i>
☐	☒	Description and reason for request (attach extra sheets if necessary) <i>included on app</i>
☐	☒	Public Notice Sign - \$25
☐	☒	Proof of Property Ownership-Tax Certificate or Deed
☐	☒	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)

May 10, 2021

Chris Nygard
Owner
chris@nygardandcompany.com

Sportsplex Office Building
249 Sportsplex Drive, Drippings Springs, TX 78620
Parking Analysis – Average Peak Parking Demand

Chris:

As requested and based on square footages, programmed uses and exam room counts provided by Nygard and Company and Herron Design Studio Architecture, we offer the following parking analysis for the Sportsplex Office Building located in Drippings Springs, TX.

We reviewed the site plan and identified 47 available spaces for the Sportsplex Office Building. See attached site plan.

METHODOLOGY

We performed parking analysis for the proposed programmed use via various parking methods:

- Drippings Springs Code of Ordinances – gross square footage
- Dripping Springs Code of Ordinance - usable (demand generating) square footage
- Dripping Springs Code of Ordinance with Modal/Mixed Splits – gross square footage
- Urban Land Institute (ULI) Standard Parking Ratios – gross square footage
- Parking Industry (IPMI) Best Practices
- Demand Generator (Exam Rooms)/Employee Methodology

Our goal in performing these six (6) methods of parking analysis was to develop an average parking peak demand for the development.

The current proposed program is as follows below:

- Seton Medical – 5,410 Sq-Ft gross, 2,919 Sq-Ft useable
- Southwest Dermatology – 2,415 Sq-Ft gross, 1,658 Sq-Ft useable
- Body Balance Physical Therapy – 2,719 Sq-Ft gross, 2,259 Sq-Ft useable
- Suite D (open) – 1,795 Sq-Ft gross, 1,260 Sq-Ft useable

Gross square footage references the proposed program wall to wall area, the useable square footage references demand generating area such as exam rooms or nursing stations while excluding hallways, restrooms, breakrooms, etc.

Further, to perform our analysis we utilized standard shared use/modal splits for the development. While we recognize Dripping Springs does not have widespread mobility options, there are splits that can be recognized for missed appointments, employee travel/sick time, mobility splits (walk, drop-offs, carpools) and shared appointments (Seton patron visiting the Dermatologist). When part of the variables for analysis anywhere from a 5%-20% split was recognized and parking requirements adjusted (see calculations table below).



Time of day splits were not considered since the programmed uses are similar in nature and have similar peak parking hours.

ANALYSIS / RECOMMENDATIONS

SPORTSPLEX OFFICE BUILDING 249 Sportsplex Drive, Dripping Springs 78620				
Parking Analysis - Average Parking Demand				
Calculation Method	GSF / USF / Rooms	Modal / Shared / Other Split	Calculated Peak Parking Demand	Code Required Parking
Dripping Springs Ordinance	GSF	0%	66	66
Dripping Springs Ordinance	USF	0%	40	66
Dripping Springs Ordinance with Modal Splits	GSF	10%	60	66
ULI Standard Parking	GSF	20%	49	66
Parking Industry Best Practices	GSF	15%	45	66
Demand Generator/Employees	Exam Rooms	5%	48	66

As reflected in table above City of Dripping Springs parking ordinance requires 66 total parking spaces.

The remaining parking analysis parking calculations range from 40 – 60 parking spaces with four (4) out of the five (5) alternate analysis equating to less than 49 parking spaces (see corresponding calculation appendix sheets). When averaged the total recommended parking space count is 46 spaces.

During periods of special events, special considerations may be required to meet spike in parking demand to avoid both reality and perception of “no parking” on site. Arrangements with adjacent property owners could be engaged to offset any additional peak parking demand.

Given the current site plan provides 47 parking spaces, it is our opinion that the Sportsplex Office Building development will meet the average parking demand during normal operations. With normal operations defined as all exam rooms occupied and typical employee count on site.

CLARIFICATIONS

The opinions, analysis and recommendations of this letter memo are based on current site plan configurations, programmed uses and current square footages. Any deviations, alterations, change of programmed use or other adjustments nullify the recommendations and opinions of this letter memo.

Please let me know if you have any questions.

Very truly yours,

Jeremy Rocha, P.E. (TX)

Senior Project Manager

249 Sportsplex Special Exception From Parking Requirements Explanation of How This Project Exceeds Code

This project at 249 Sportsplex Park, owned by Intrepid Commercial Properties, LLC, presently has one tenant, Ascension Seton Dripping Springs Health Center. This center which was originally permitted as a site with professional offices in mind used a 1:300 parking ratio to determine their parking needs. However, due to many reasons - market demand and the Covid pandemic - the companies looking for tenant space has been almost exclusively medical.

When it comes to “exceeding code requirements”; the point and purpose of a special exception is to not have to strictly comply with the requirements of the Zoning Ordinance with which the applicant / property owner cannot comply. In this case, the parking requirements for a building for medical offices, the “most intense use” (which is a parking ratio of 1:200 per the City of Dripping Springs Zoning Ordinance) cannot be met. However, when considering alternative standards, the following standards are proposed to be considered. (These and similar standards were used last month in a similar parking variance considered and approved by the Board of Adjustments.)

We also would like to have considered that the owner, Chris Nygard, did propose several months ago to purchase additional property across the street to build a parking lot to help with his parking shortage and provide additional parking for the community during weekends and special events. We were told that this was not acceptable or advisable due to the concern of pedestrians crossing the street. Mr. Nygard let that property return to the open market. It was and will most likely remain an unusable lot due to the amount of floodplain it contains. That would have been an example of exceeding code by purchasing additional property to help absorb other properties’ parking shortages.

However, after observing the approval last month of 391 Sportsplex’ parking variance for a gymnasium, we believe that a revisitation of this project’s parking was warranted. Below are two tables with two scenarios under which are calculated the parking requirements for the gross square footage of the building using various parking standards from neighboring communities and a similar table using the perspective of realistic parking requirements based on useable square footage (a list of the unusable areas are listed below the second table based on information provided from Kevin Herron, AIA, to Mr. Nygard.

In either case, using other communities' standards, as was done by Robyn Miga, Planning Consultant for the City of Dripping Springs in her staff report for the parking variance for 391 Sportsplex, the numbers present a wide array of potential considerations. Using what may be deemed as the most prudent standard, the City of Austin's mixed use with medical, which requires a 1:275 ratio, the parking shortage based on the gross floor area is 1 space. When calculating parking for the useable space scenario with the same parking ratio, the required number of spaces would be 3 less than the number of spaces provided as evidenced on the approved site plan (see Exhibit included of the one page from the site plan with the parking calculations and the site plan layout).

Gross Floor Area (13,200 SF)	Required Parking Spaces	Provided Spaces	Spaces Short	Cities using standard
As approved @ 1:300	44	47	+3	DS (As approved, For General Office Use)
@ 1:200	66	47	-19	DS (Most Intense Use)
@ 1:250	53	47	-6	Kyle, Georgetown, Marble Falls
@ 1:275	48	47	-1	Austin (Mixed use w/ Medical)
@ 1:400	33	47	+14	Buda

Useable Space (12,548 SF)	Required Parking Spaces	Provided Spaces	Spaces Short	Cities Using Standards
As approved @ 1:300	42	47	+5	DS (As approved, For

				General Office Use)
@ 1:200	62	47	-15	DS (Most Intense Use)
@ 1:250	51	47	-4	Kyle, Georgetown, Marble Falls
@ 1:275	46	47	+1	Austin (Mixed use w/ Medical)
@ 1:400	32	47	+15	Buda

Another perspective to be considered is that with the increasing pedestrian sidewalks becoming established in this area, more people could walk to this center as opposed to driving and thereby parking. Whether from their places of employment or the schools they attend, or from their homes, the need for parking is not always the only consideration when planning on how we move people and store their vehicles. It begins to provide an opportunity to warrant bicycling, walking, ridesharing, etc. This consideration should be given as it was for the 391 Sportsplex variance for parking.

The economic argument presented in the staff report for 391 Sportsplex can be equally applied here which is that the property cannot be fully developed with the City's prohibition of allowing the site to be fully leased unless Mr. Nygard resolves his parking shortage pursuant to the City's Zoning Ordinance requirements. He has potential tenants that would fill up the remainder of his building and would provide the maximum benefit to the City, the community, and Mr. Nygard in the environment that when one succeeds, we all succeed.



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620

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July 31, 2020

Nygard & Company, LLC--Chris Nygard
100 Commons Road, Suite 7 #339
Dripping Springs, Texas 78620
Phone: (512) 844-6871
via e-mail chris@nygardandcompany.com

RE: 249 Sportsplex Drive (Lot 6 of the JWLP Family Subdivision)

Mr. Nygard,

The City has reviewed the letter that was submitted to the City of Dripping Springs on July 24, 2020 regarding 249 Sportsplex Drive's parking situation (letter attached for reference). In the Letter, you request that the City allow you to continue obtaining the appropriate City Permits for 9,400 square feet of the Building located at the property.

The Site Development Permit for 249 Sportsplex Drive was approved in 2019 for a shell office building. Parking was calculated based on Office (administrative or professional) which requires one (1) parking space for each three hundred (300) square feet of floor area [Sec 5.6.2 (41) of the Zoning Ordinance]. The Site and building were built with the intention that Office would be the only use. A tenant finish-out permit was applied for which showed a medical office use. Medical Office use requires one parking space per two hundred (200) square feet. This would require 66 parking spaces to be located on the property.

The reasoning for this request to obtain additional permits for 9,400 sq. ft. is that 9,400 sq. ft. calculated at medical office parking requirements would require 47 Parking Spaces which is what the property currently has available and is able to provide. Per Section 5.7.6 of the Zoning Ordinance, Parking for mixed uses within the same structure shall be calculated for the most intensive use. The building for the lot is 13,200 square feet, the parking requirements for the entire building would require 19 additional parking spaces to be provided.

The City has reviewed the request. You may continue to obtain permits to allow occupancy of up to 9,400 sq. ft. of the building based on the 47 parking places with the understanding that all other city requirements are met. This approval is based on the understanding that the remaining 3,800 sq. ft. are currently unusable due to a lack of parking and that the City cannot approve any occupancy of the 3,800 sq. ft. section without additional parking or the submission, and approval, of a parking variance. Such variances are reviewed on a case-by-case basis and we cannot guarantee that such a variance would be approved by the City.

Sincerely,

Michelle Fischer, City Administrator

Attachment: DS Staff Letter- 249 Sportsplex Parking from Chris Nygard

Gateway to the Hill Country



Nygard & Company, LLC
100 Commons Road, Suite 7 #339
Dripping Springs, Texas 78620
Phone: (512) 844-6871
chris@nygardandcompany.com
www.nygardandcompany.com

Dripping Springs City Staff
511 Mercer Street
Dripping Springs, Texas 78620

Date: 7/24/20
RE: 249 Sportsplex Drive

Ginger & Amanda,

Thank you for taking time out of your day to review our parking situation.

We are proposing that we park this site at 9400sf +/- rentable space instead of the 13,200sf that is available until we work out an offsite parking agreement. We currently have a finish out permit pending and they are only taking 5,410 sf which equates to 27 of the 47 parking spaces. With our current parking count, we can finish out 9,400sf +/- of the 13,200-sf available which will allow us to maintain the 1:200 parking ratio. We will keep 3,800 sf unleased until the offsite parking details have been confirmed and approved.

Sincerely,

Chris Nygard

difficulty for the development community has been in determining the factors for accumulation of vehicles at one land use when another is likely to peak. Although the PGM includes significantly more data than in the past, it often has few if any data points for nonpeak hours and little or no seasonal information. Further, the amount of data for many land uses remains statistically weak, and the separation of data into more specific but smaller groupings (for example, separating big-box retail uses into as many as 10 separate land use codes) makes determining the design day and hour more difficult because the data become less statistically reliable as they are subdivided.

The collective resources of NPA's PCC for this publication were used to test and adjust as well as to develop the factors for newly added land uses. Figure 2-3 shows the monthly adjustments, figure 2-4 shows weekday time-of-day adjustments, and figure 2-5 shows weekend adjustments.

Step 4: Develop Scenarios for Critical Parking Need Periods

As previously discussed, and with few exceptions, several scenarios should be developed for modeling parking needs to ensure that the peak hour is identified. For a shopping center with retail, dining, a cineplex, and a relatively small amount of entertainment uses, the following scenarios might be reviewed:

- weekend evening in July;
- weekend afternoon and evening in December before Christmas; and
- weekend afternoon and evening in Late December.

One should not presume that the peak hour for this shopping center is going to be a Saturday afternoon in December and run only that single scenario. Conversely, if office parking needs clearly will exceed the combined demand from other uses, it would be appropriate to review weekdays in October as well.

The first checkpoint in this process is to consider the demand that each land use would generate in a stand-alone mode. This is not simply the square footage or other quantity metric, but the quantity of land use times the parking ratio

before application of any factors. Certainly, any land use that generates less than, say, 20 percent of the parking demand is unlikely to drive the overall peak accumulation of vehicles. Then, knowing what the peak times of day and season are for each use, scenarios can be generated that could reasonably result in peak accumulations of vehicles.

For most land uses, the time-of-day and seasonality adjustments will have a greater effect on the accumulation of vehicles than driving and noncaptive adjustments. Therefore, it makes sense to evaluate the time-of-day and seasonality variables first, narrowing down the number of scenarios to be run before applying noncaptive and driving adjustments.

It may then be necessary to test several hours for each scenario to determine the peak hours of each of those days. Often this can be achieved by checking a key hour for the land uses that appear to drive demand, eliminating some scenarios and focusing on those that seem likely to result in peak demand by checking multiple hours on those days.

Note that in the SP Model associated with this publication, the application of time-of-day and seasonal adjustments is automatically calculated. One skips step 4 and goes to step 5. However, after completion of that step, one should revisit whether additional scenarios should be included in the analysis for understanding of the analysis, design and/or parking management planning, or appropriate communication to the various parties.

Step 5: Adjust Ratios for Modal Split and Occupancy

All the parking ratios recommended in this book are intended to reflect conditions in suburban and smaller city settings with little or no transit, free or inexpensive parking, and minimal employee ride sharing. Adjustments for reduced use of automobiles owing to alternative modes of transportation, formal ride-sharing programs, or an atypical ratio of persons per car resulting from carpooling can be made by a driving adjustment. As previously defined, the driving adjustment reflects both modal split to automobiles and auto occupancy.

Nearly all the recommended ratios are based on observed accumulations of parked vehicles,

and thus the modal split and auto occupancy at that ratio are implicit in the number but not known. The *PGM* is careful to note that even in suburban settings, the sites studied may be served by transit to some degree. Moreover, there will often be a small number of dropoffs and walk-ins and some ride sharing, even where public transit is not available. Minuscule adjustments should be avoided. If data suggest that the actual employee split is precisely 98.5 percent private auto, they should be disregarded because some ride sharing (carpooling), dropoffs (including ride hailing), and walking are inherent in the base ratios for employee parking. The driving adjustments are intended for significant changes in modal split or auto occupancy.

Because of wider availability of census and transportation information, it is easier now to adjust for local modal splits for employees than in the past. Two recognized and easily accessible sources of modal split data, typically at a census tract, city, or county level, can be used to determine driving ratios. Those are the U.S. Census Bureau's ACS and the CTPP. The ACS data are collected annually and generally presented on a city or countywide basis, with a rolling five-year average. For example, as of 2019, the most recent data available from the ACS FactFinder website are 2013–2017.

The CTPP is a state department of transportation (DOT)-funded, cooperative program maintained by the American Association of State Highway and Transportation Officials that produces special tabulations of ACS data by "small geography" (census tract) for transportation planning, analysis, and strategic direction.⁵ The information is available by place of residence, workplace, and trip from home to work. The latest CTPP, published April 1, 2019, is based on the 2012–2016 ACS data. The aging of the CTPP data toward the end of a cycle is a minor issue; the last update used data from 2006 to 2010, which was on average over a decade old when the 2019 CTPP update was issued. As is further discussed in the next chapter, as of this publication date, no significant change in commuting by car in the United States and only very minor change in vehicle ownership are indicated in at least the past two decades. Therefore, the CTPP typically yields

similar results to ACS for city or countywide data. If a significant change in transportation availability has taken place, such as opening of a new rail, light rail, or bus rapid-transit line at the site, one would have to modify results from the CTPP.

Figure 2-6 presents sample journey-to-work data from the CTPP for a census tract in Schaumburg, Illinois.

To calculate the modal split, which is by person, the number of person-trips in each modal category is divided by the total employees (5,596 in this sample). The number of car trips is then calculated by dividing the number of persons in each carpool category by the size of the carpool. For five- or six-person carpools, the number of persons is divided by 5.3, assuming that more of the pools were five persons than six persons. Similarly, the seven-or-more-person carpool figure is divided by seven; at that point it is not going to materially affect the overall number of cars.

In the figure 2-6 data, the average auto occupancy is 1.04 for those arriving by private vehicle. Also calculated is the figure for cars generated by the total employees in this census tract, which is $5,061 / 5,596$, or 0.9 cars per total employee. However, one still must account for those who work from home, which should be deducted because they will not commute to a place of employment in the tract. Remember that the base ratios already reflect a typical presence of persons in a space. Telecommuters are not present, similarly to workers on vacation or away from the workplace for business purposes. Leaving telecommuters in the driving adjustment would be "double-dipping." Thus, the drive adjustment is $5,061 \text{ cars} / (5,596 - 165 \text{ telecommuters})$, resulting in a drive adjustment of 93.2 percent for commuting to a workplace in this census tract. This is slightly below the modal split to cars of 93.7 percent.

Understanding the types of employees generally associated with a land use is also important in adjusting ratios. For example, hotel and retail employees are more likely to use bus transit, to carpool, to walk or to be picked up and dropped off than office employees at the same location.

The available ACS data for a location can also include overall modal splits by the type of employment as seen in figure 2-7.

FIGURE 2-7 **Modal Split Data by Type of Employment**
Bethesda, Maryland

	Drove alone	Carpool	Drive adjustment ^a	Public transit	Walked	Worked at home	Other ^b
Management, business, science, and arts occupations	63%	9%	69%	19%	3%	4%	2%
Service occupations	59%	9%	65%	24%	3%	3%	2%
Sales and office occupations	65%	9%	71%	19%	3%	3%	1%
Natural resources, construction, and maintenance occupations	64%	22%	73%	13%	1%	0%	0%
Production, transportation, and material moving occupations	68%	7%	71%	20%	0%	1%	4%
Military-specific occupations	56%	17%	63%	10%	11%	7%	6%
All occupations	63%	10%	69%	19%	3%	4%	2%

Source: U.S. Census Bureau, 2013–2017 American Community Survey Five-Year Estimates.

^aDrove alone + carpool adjusted for persons per car.

^bIncludes taxi, ride sharing, motorcycle, and bicycle.

This district is in downtown Bethesda, Maryland. Interestingly, the “drove alone” data are 4 percent lower for service employees than for office employees. The service employee data would be appropriate for retail and hotel employees, and the office employee data for the office.

However, remember that the parking ratios already reflect the typical modal splits for a particular type of use, and minor adjustments are automatically made when adjusting from modal split to driving ratio as defined herein. Only when the modal data look unusual or distinctly different should a special adjustment, beyond what is

calculated using the data for the tract, be made for auto occupancy. An example is if it is known that the employees will be bused from special housing or a particular neighborhood, that is, if a large tenant in Silicon Valley will run a shuttle specifically to San Francisco for employees; this probably is not reflected in the 2012–2016 CTPP data for the census tract in which the project is located.

Even with this type of data in hand, adjusting for mode still requires careful thought and professional judgment. It is certainly appropriate to look

for workplace and destination surveys available through local sources.

As previously noted, the CTPP data on modal splits are available by place of work and by place of residence. Place-of-residence data include all employed residents living in an area, even if they commute an hour or more to a larger city. Place-of-residence data are thus more appropriate for analyzing residential land uses, whereas the place-of-work data are more reliable for assessing employment at destinations.

Figure 2-8 shows similar data on vehicles per household and commuting to work by those who live as well as those employed in Schaumburg, Illinois, as seen in figure 2-6. The data are shown both for one census tract and citywide, in order to show the benefit of using data by census tract.

The tract selected is not one near the Schaumburg rail station for commuting to Chicago but rather an area that has both mid-rise office buildings lining a freeway and typical single-family suburban neighborhoods for the rest of the tract. Thus, it has higher vehicle ownership and modal split to auto than the citywide data.

The driving ratio for those who commute to work in Schaumburg in this census tract (93 percent) is only a little higher than for the entire city (92 percent); as previously noted, the driving ratio for those who live in this census tract have the driving ratio of 94 percent to wherever they work. However, the driving ratio for all those who live in the village is lower at 88 percent.

One might even further adjust for a specific location. For example, if the site is just inside one tract but the Metro station is in the adjacent tract, one might average the two tracts' driving ratios. Or if the site is immediately adjacent to the Metro station one might adjust the driving ratio downward, depending on how big the census tract is geographically.

Another concern is the reliability of survey data. Census and ACS data are typically for the "usual" commuting mode, which may not be the appropriate driving adjustment for an average day. The National Household Transportation Survey is based on an inventory of all trips by persons in a household (over the age of five) in a 24-hour period. It found that while those who "usually" drive alone are quite loyal to the mode, other

modes show more variation. If the usual mode is walking, for example, the average of those using the mode of walking on a particular day may be significantly higher or lower and thus could affect the appropriate reduction.

Reserved Parking Adjustments

It would seem logical that when a parking space is reserved for residents or office employees, the driving adjustment for the reserved parkers is 100 percent. However, the reserved parkers are one part of those who drive; that is, they are a component of the total staff or residents with the driving ratio applying to all of them in the aggregate. Applying the driving adjustment calculated from ACS or CTPP data to the remaining parking only will result in an overestimate of parking demand.

Therefore, one should apply the same driving ratio to both, then tweak the percent reserved to get the number of reserved spaces desired.

A simple example with "manual" calculations follows.

Correct calculation:

Assuming 100,000 square feet of office, the base parking ratio for employees is 3.15 spaces/ksf. In a suburban location with 100 percent driving, the number of employee parkers reflected in that ratio is roughly

$$3.15 \div 0.85 \text{ presence} = 371 \text{ employees.}$$

Assume the client wants reserved spaces for 20 percent of the employees, or 64 spaces.

The CTPP data for the site indicate that the driving ratio (after carpooling and telecommuting calculations) for the urban location of the specific project is 75 percent.

$$\text{So total employee parking demand is } 3.15 \times 0.75 \times 100 \text{ ksf} = 236 \text{ spaces.}$$

Therefore, the percent reserved should be $64 \div 236 = 27$ percent of the parking spaces reserved, to end up with 20 percent of the employees having reserved parking.

When using the SP Model for this calculation, one would enter the reserved factor as 0 percent reserved, and then put in the 75 percent driving ratio; the model automatically applies that to both the reserved and unreserved components. One would then go back to the Land Use Densities sheet. To facilitate this calculation, the model

FIGURE 2-8 **Vehicles per Household and Commute to Work by Residents and Employees**
Schaumburg, Illinois

Households	One tract	Citywide
Households	2,403	30,171
No vehicles available	4%	5%
1 vehicle available	30%	39%
2 vehicles available	45%	42%
3 vehicles available	19%	11%
4 or more vehicles available	2%	3%
Average vehicles per household	1.87	1.70

Source: U.S. Census Bureau, 2012–2016 American Community Survey Five-Year Estimates.

Commuting by residents		
Total persons over 16 years of age who are employed	3,465	40,406
Drove alone	88%	82%
Carpooled	3%	8%
Public transportation (excluding taxi)	3%	5%
Walked	1%	2%
Taxicab, motorcycle, bicycle, or other means	0%	1%
Worked at home	5%	3%
Drive adjustment	94%	88%

Source: U.S. Census Bureau, 2012–2016 American Community Survey Five-Year Estimates.

Commuting to workplace		
Total persons over 16 years of age who are employed	5,596	71,404
Drove alone	87%	87%
Carpooled	6%	8%
Public transportation (excluding taxi)	3%	1%
Walked	0%	1%
Taxicab, motorcycle, bicycle, or other means	0%	2%
Worked at home	3%	2%
Drive adjustment	93%	92%

Sources: 2012–2016 American Community Survey Five-Year Estimates (Citywide) and CTPP data set based on 2012–2016 American Community Survey Five-Year Estimates (one tract).

retrieves the parking calculation for reserved parking for office and residential uses from the Summary Sheet, which at this point should still be 0 percent reserved. One can insert percentages by trial and error to achieve the desired number or other goal for reserved parking. Remember to do this after inserting driving ratios.

Easy calculation:

Insert 20 percent reserved immediately and use 100 percent driving for reserved employee spaces. Those reserved spaces would be

$$3.15 \times 0.2 \times 100 \text{ ksf} = 63 \text{ spaces.}$$

The remaining demand is

$$3.15 \times 0.8 \times 0.75 \times 100 \text{ ksf} = 189 \text{ spaces}$$

Total demand is then 252 instead of 236 spaces, a 6.7 percent error. The overall driving ratio ends up higher than 75 percent with this approach . . . about 80 percent.

Therefore, using the same driving ratio for both reserved and unreserved parking and adjusting the percent reserved is the most accurate way to account for reserved parking, especially with larger land uses or higher percentages reserved.

For residential, it is particularly complicated, because the total parking demand for residents based on bedrooms must be calculated first and then the percentage of those spaces that are to be reserved (with less than 100 percent reserved) must be calculated. If one always assumes 100 percent driving adjustment for reserved parking, and 100 percent of the parking is reserved, then no adjustment will be made for the reserved parking in urban settings with lower vehicle ownership than suburban.

As another example, a client wants to have one space per residential unit reserved and segregated and to let the rest be shared. The overall mix of bedrooms for the 100 units results in 185 spaces, a ratio of 1.85 spaces per unit before driving adjustment. At 75 percent driving adjustment for the site, the overall demand would be 1.39 spaces per unit. The percentage reserved is then $1 \div 1.39$, or 72 percent, with both reserved and unreserved having a 75 percent driving adjustment.

Step 6: Apply Noncaptive Adjustments

Both formal studies and general experience have proven that some reduction of customer

parking needs occurs in a mixed-use project because of patronage of multiple land uses. The term "captive market" has been borrowed from market researchers to describe people who are already present in the immediate vicinity and likely patrons of a second use. The key to noncaptive adjustments is thinking through whether a car would already be counted as parked at another land use *at the specific time* a person patronizes the other use. For example, employees in a complex or district who are counted as parked at another land use will not generate any parking demand when they patronize a coffee store, deli, or shop for a few minutes while on a break. The car of a resident of a mixed-use development would be counted as being parked at the residence, even when the resident is going to a movie in the complex.

Determining appropriate noncaptive factors is the step that requires the greatest professional judgment and experience.

The development community uses the term "captive" for patrons who are already nearby and may be more easily attracted to a land use. The traffic engineer similarly uses captive for patrons who are already present for another purpose and thus do not generate another vehicle trip to the site. It is important to understand the difference between sequential and simultaneous trips when estimating the effects of captive market influences on the parking supply. The parking planner must determine for each time period whether the captive patrons are already counted as parked for another land use and thus do not generate the need for additional parking spaces at that particular hour. The following examples further explain these issues.

- When a traffic engineer estimates that 20 percent of a cinema's patrons are also going to eat at the restaurants in a retail/entertainment center, it is clearly legitimate to reduce the number of inbound and outbound trips to the project to reflect the fact that new trips to the restaurants will not be made via automobile (but rather are already accounted for in the trip-generation estimates for the cinema). However, if a family goes to a movie and then goes to dinner (i.e., a sequential



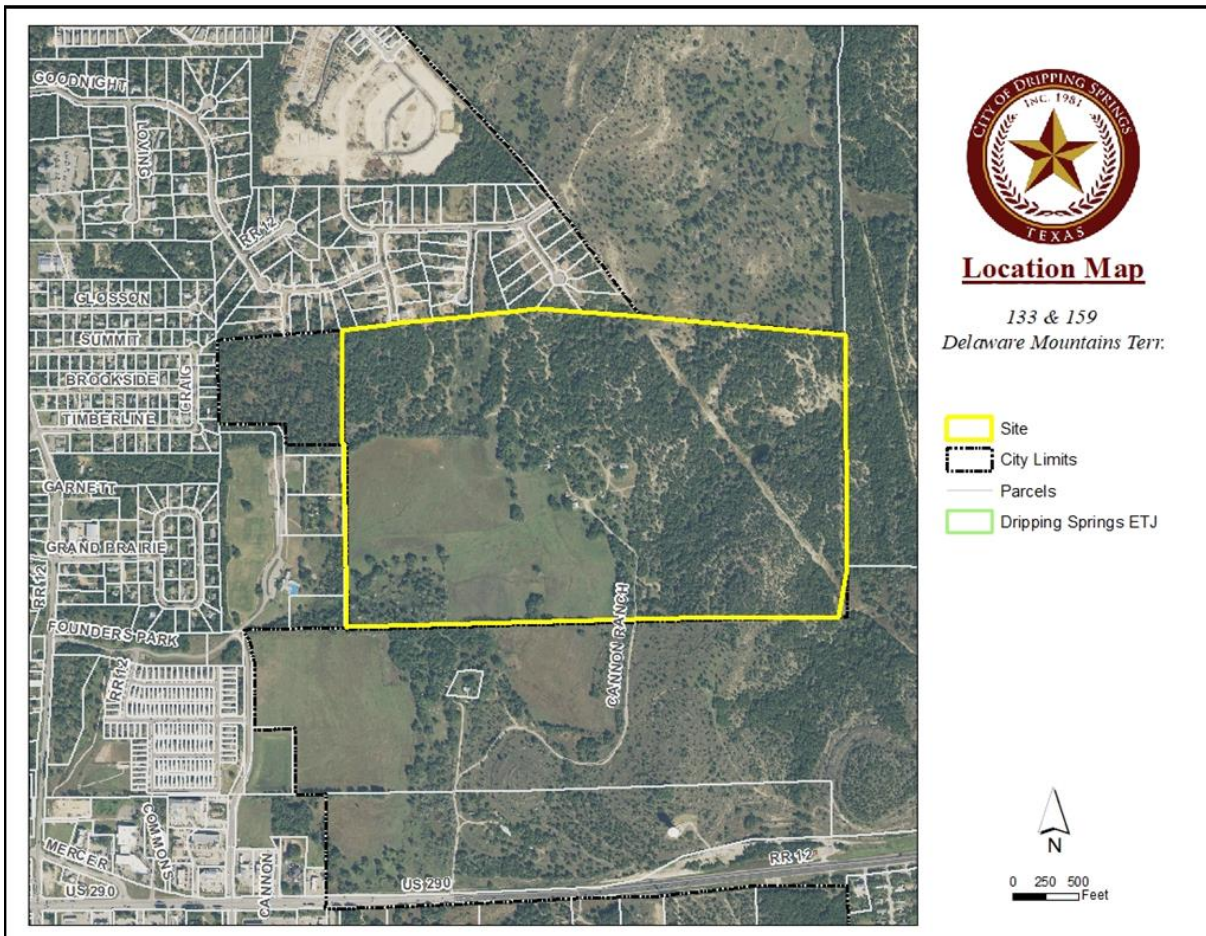
Planning and Zoning Commission Planning Department Staff Report

Item # 4.

Planning and Zoning Commission Meeting: June 22, 2021
Project No: VAR2020-0026
Project Planner: Amanda Padilla, Senior Planner

Item Details

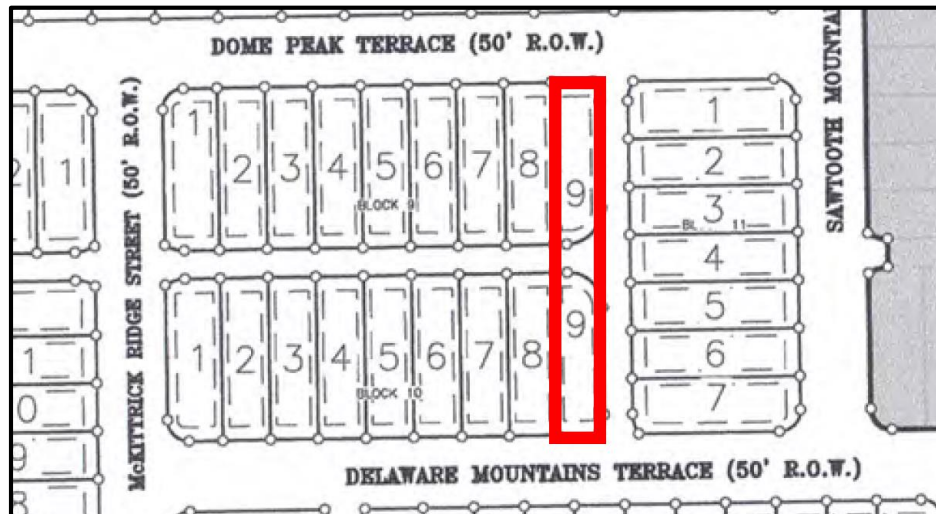
Project Name: Big Sky Ranch Phase 1 Encroachment/Setback Special Exception
Property Location: 133 and 159 Dome Peak Terrace, Dripping Springs TX 78620
Legal Description: Big Sky Ranch Phase 1 Final Plat
Applicant: Christopher A Reid, PE, Doucet & Associates
Property Owner: Meritage Homes
Request: Applicant is requesting a special exception to encroach within the setback defined in Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b) and the Public Utility Easement
Staff Recommendation: Staff recommends denial of the Special Exception request



Planning Department Staff Report

Overview

The applicant is requesting a special exception to encroach into the setbacks defined in Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b) Minimum Side yard and the Public Utility Easement. The applicant is asking to encroach two and a half feet (2.5') into the seven and a half foot (7.5') setback and five feet (5') into the ten foot (10') PUE for Block 9, Lot 9 and Block 10, Lot 9. See Below Image:



Below is the section of the code of ordinances that defines side yard setbacks:

2.4.5 Setbacks

- b. Minimum Side Yard: Building setbacks shall be five (5) feet; provided, however corner lots will be set back a minimum of seven and one half (7.5) feet from the street right-of-way.

Both lots are corner lots in this request, and both abut an alley street right-of-way. The lots adjacent in Block 11 have garages facing the side property lines of the Lots requesting this special exception. The Planned Development District does not define streets or alleys, so the City reverts to the Zoning Ordinance definition. The Zoning Ordinance definition of Alleys is below:

Alley: A minor right-of-way that affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

This definition indicates that side setbacks for Big Sky Ranch shall be seven and a half feet (7.5') from the alley. Block 9, Lot 9 and Block 10 Lot 9 both have a seven and a half foot (7.5') Building Line Setback and a Public Utility Easement.

Big Sky Ranch Planned Development District has a base zoning of SF-3, SF-3 side setbacks are listed below:

Minimum Side Yard Setback: Five feet (5'); corner lots - seven and one-half feet (7-1/2') from the street right-of-way.

Both the PDD and the City's Code of Ordinance outline a seven and a half foot (7.5') side setback for Corner Lots. The side setback for these lots also have a ten foot (10') Public Utility Easement for utilities. Exhibit 4 shows the intended utilities for all off Big Sky Ranch Phase 1.

The lots requesting the special exception side façade of their home would be facing another residents garage (See Figure 1). The setback of seven and a half (7.5) feet is the city's less restrictive setback for corner lots and reducing the setback to five (5) feet could lead to a safety issue. For example, the design of the lots could lead to residents driving into the side of the house when reversing out of their garage or while turning the corner into the alley. The alley right of way width is twenty feet (20') and the pavement width is seventeen feet (17').



Figure 1: Images of properties that have the required 7.5' setback.

Surrounding Properties

The current zoning and existing uses of the adjacent properties/lots to the north, south, east, and west are within the Planned Development District 11. The Development is a dense development that can develop with no more than 780 LUEs, for Tract 1 of the Development.

Property History

Planning Department Staff Report

In 2018, City Council approved Annexation, Zoning, and the Preliminary Plat for the Big Sky Ranch Development. In 2019 the Big Sky Ranch Phase 1 Final Plat was approved by City Council. In 2020 the applicant had a minor modification that reduced the Building Width from 25 feet to 23.5 feet. When the applicant was applying for building permits, they discovered that Block 9 Lot 9 and Block 10 Lot 9 were unbuildable and unable to meet the Planned Development District and City Code of Ordinances requirements for Building Width and Side setbacks. Thus, the applicant is applying to encroach within the Building Line setbacks and PUE so that they can meet the building width requirement.

Approval Criteria for Special Exception (2.22.2-Zoning Ordinance)

Approval Criteria	
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	
There are not special circumstances or conditions that would deprive the applicant of reasonable use of the land, although there would not be the ability to currently build a home on each lot. Alternative uses that could benefit the development could be placed on the property.	
2. the special exception is necessary for the preservation and enjoyment of a substantial property right of the applicant;	
Currently the property is owned by the developer, Meritage Homes, this special exception is not necessary for preservation and enjoyment of the property or subdivision as a whole.	
3. the granting of the special exception will not be detrimental to the public health, safety, or welfare, or injurious to other property within the area; and	
The special exception will be detrimental to the safety of the lots due to adjacent properties potentially reversing into the structure or hitting the side of the lot. Lots similar to these lots in the subdivision also have A/C units within the setback, which is allowed by code, that could be closer to the property line if the setback is reduced.	
4. the granting of the special exception constitutes a minimal departure from this Chapter; and	
The granting of this special exception could be considered minimal from the Chapter 30, Exhibit B, Planned Development District 10, 2.4.5 (b), because it will reduce the setback by just 2.5' feet but 2.5' in this instance can be a major departure due to safety of the lots and surrounding lots. 7.5 feet is the less intense setback for Main buildings that the City has for residential lots that abut a street.	
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	
This is a self-imposed hardship the applicant was aware of the size of the house to be built and the setbacks put in place by the PDD. The setbacks and the size of residential houses was placed within the Planned Development District regulations.	

6. Granting the special exception is in harmony with the spirit, general purpose, and intent of this Chapter so that:
 - a. the public health, safety and welfare may be secured; and
 - b. that substantial justice may be done.

The granting of this special exception does not meet the intent of the code, which is to provide safety to the lots and surrounding lots.

Summary and Recommendation

While the development as a whole would not be affected by this special exception, there are surrounding lots within the vicinity that could be affected by the special exception. Reducing the side setback from seven and a half (7.5) feet to five (5) feet, would bring the main structure closer to vehicular traffic. The issue was self-imposed by the developer and similar lots were constructed to meet the current city standards. Staff believes reducing the setbacks would not be appropriate for the development. The seven and a half foot setback is the less restrictive setback the city has in a residential zoning district and allowing the applicant to deviate from that could cause safety and aesthetic issues for the city.

Based on the above findings Staff believe that the intent of the code is not being met, and that granting the special exception will cause harm to the properties within the vicinity and the lots requesting the special exception. **Staff recommends denial of the special exception request.**

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News (July 9, 2020), signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the request.

Meeting Schedule

Past Meetings:

- July 28, 2020 Planning and Zoning Commission - Postponed
- August 11, 2020 Board of Adjustment/City Council – Postponed
- August 25, 2020 Planning and Zoning Commission - Postponed
- September 8, 2020 Board of Adjustment/City Council – Postponed
- September 22, 2020 Planning and Zoning Commission - Postponed

Next Meetings:

- June 22, 2021 Planning and Zoning Commission
- July 6, 2021 City Council

Attachments

Attachment 1 – Special Exception Application

Planning Department Staff Report

Item # 4.

Attachment 2 – Image of Lots

Attachment 3 – Example Plot Plan

Attachment 4 – PEC and Texas Gas Utilities distribution

Attachment 5 – Big Sky Ranch Phase 1 recorded Final Plat

Attachment 6 – Photos taken by staff

Recommended Action	Recommend denial of the special exception
Alternatives/Options	Recommend approval of the requested special exception with staff and any additional conditions deemed necessary by the Commission; recommend approval of the special exception with no or alternate conditions.
Budget/Financial impact	N/A
Public comments	None received at this time
Enforcement Issues	N/A
Comprehensive Plan Element	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

Item # 4.

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Meritage Homes (Rob Archer)
STREET ADDRESS 8920 Business Park Drive, Suite 350
CITY Austin STATE Texas ZIP CODE 78759
PHONE 512.615.6432 EMAIL rob.archer@meritagehomes.com

APPLICANT NAME Christopher A. Reid, PE
COMPANY Doucet & Associates, Inc.
STREET ADDRESS 7401B Highway 71 West, Suite 160
CITY Austin STATE Texas ZIP CODE 78735
PHONE 512.583.7645 EMAIL creid@doucetengineers.com

APPLICATION TYPE

☐ ALTERNATIVE STANDARD

☒ VARIANCE

☐ SPECIAL EXCEPTION

☐ WAIVER

PROPERTY INFORMATION

PROJECT NAME	Big Sky Ranch Phase 1 - Blocks 9-10, Lot 9
PROPERTY ADDRESS	Dome Peak Terrace, Delaware Mountains Terrace
CURRENT LEGAL DESCRIPTION	Lot 9, Block 9, Lot 9, Block 10, Big Sky Ranch Phase 1
TAX ID#	R17869
LOCATED IN	☒ CITY LIMITS ☐ EXTRATERRITORIAL JURISDICTION ☐ HISTORIC DISTRICT OVERLAY

○ **Description of request & reference to section of the Code of Ordinances applicable to request:**

Ordinance No. 2018-24 (PDD No. 10) 2.4.5b requires side yard building setbacks of 5 feet and street side yard building setbacks of 7.5 feet from the street ROW on corner lots. Additionally, the plat notes prescribe a 10 foot setback from streets for PUEs. We are requesting a variance (i) to encroach 2.5 feet into the 7.5 foot building setbacks from the street ROW on corner lots and (ii) to encroach 5 feet into the 10 foot PUEs (PUE's have no utilities constructed in them). These are the only 2 lots in Phase 1 that have this issue.

○ **Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:**

When PDD # 10 was created, it did not include a definition of an alley. This was an oversight. Because of this omission, the City is applying the 7.5-foot building setback from a street ROW to these 2 lots since they are on the corner of a street ROW and an alley ROW. Enforcement of the 7.5 foot setback leaves only a 21'-6" wide building envelope for each lot, which is too small for the 23 '-6" wide Meritage home product. On these two blocks, houses are mostly completed and/or sold, so there is no way to alter the boundaries of the remaining lots on these blocks.

○ **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:**

This project does not exceed Code requirements. It is our opinion that granting this variance to encroach into the 7.5-foot building setback gives the 2 lots parity with all of the neighboring lots, and further, will not alter the intent of PDD No. 10 nor change the character of the neighborhood or the zoning district.

The 10-foot PUEs on the alley side of the lots are unnecessary; no utilities have been or will be constructed within them.



November 6, 2019

City of Dripping Springs
Public Works and Development Department
511 Mercer Street
Dripping Springs, TX 78620

Re: Agent Authorization letter
Big Sky Ranch Subdivision
200 acres, Dripping Springs, Texas

To Whom It May Concern:

As the owner of the 200-acre tract out of the Phillip A. Smith Survey No. 26, Abstract No. 415 per Warranty Deed (Volume 171, Page 229, Hays County, Texas), I am hereby granting Doucet & Associates, Inc. the right to act as Authorized Agents on development applications associated with this property. This includes, but is not limited to, Subdivision Platting and Construction Documents, Site Development, and related applications as may be required.

Please contact me if you have any questions.

Matthew Scrivener

A handwritten signature in blue ink, appearing to read "Matthew Scrivener", written over a horizontal line.

Matthew Scrivener

Meritage Homes of Texas, LLC

A handwritten date "11.7.19" in blue ink, written over a horizontal line.

Date

Setting the standard for energy-efficient homes™

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:



Digitally signed by Chris Reid
DN: dc=com, dc=doucetandassociates,
dc=int, ou=Users-Austin Corp, cn=Chris Reid
Date: 2020.12.14 13:50:25 -06'00'

12/14/20

Applicant Signature

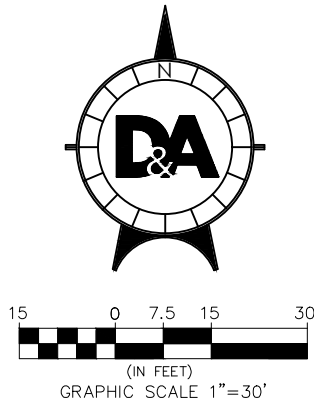
Date

CHECKLIST

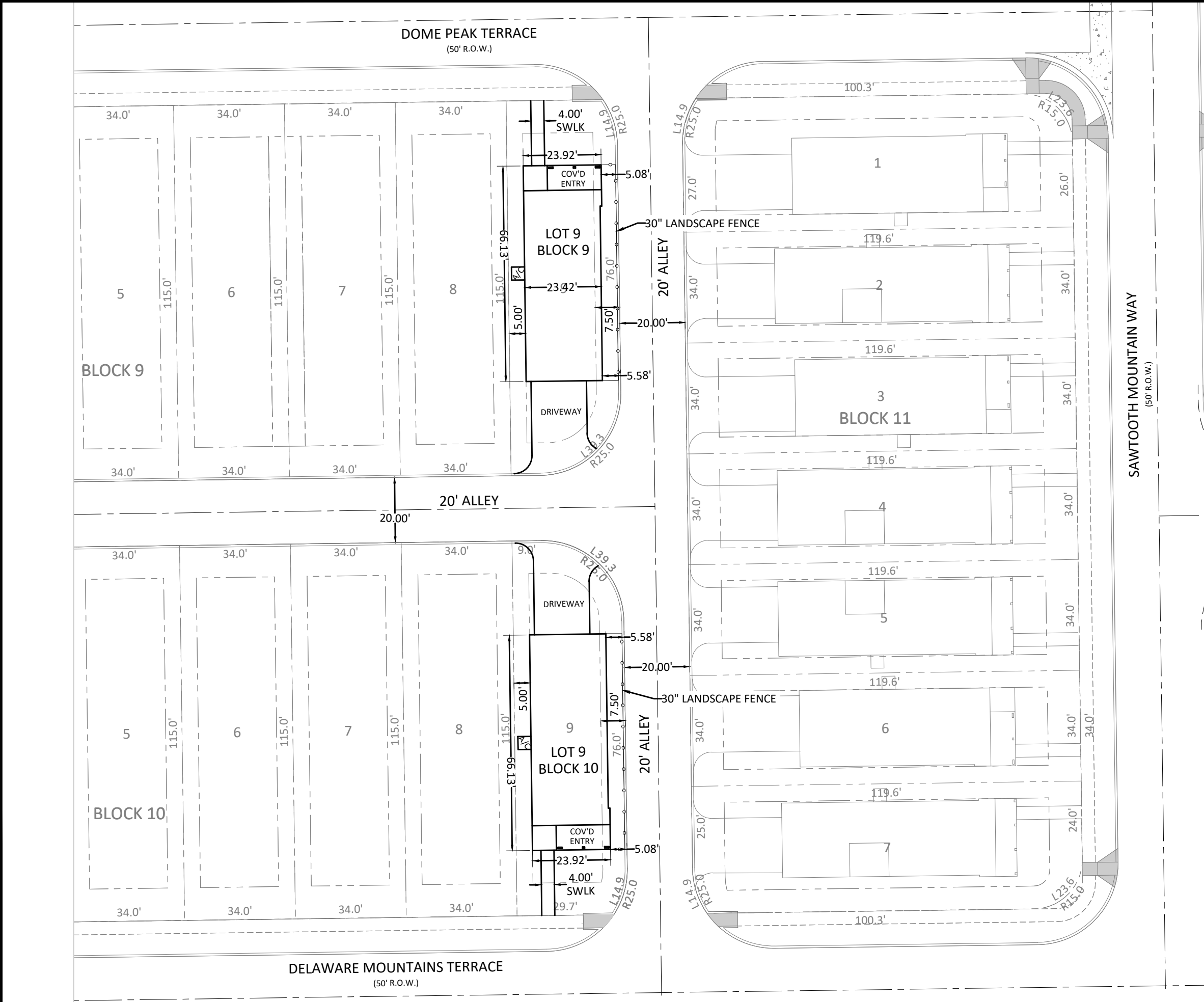
STAFF	APPLICANT	
☐	☒	Completed Application Form - including all required signatures and notarized
☐	☐	Application Fee (<i>refer to Fee Schedule</i>)
☐	☒	PDF/Digital Copies of all submitted documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
☐	☒	Billing Contact Form
☐	☒	Photographs
☐	☒	Map/Site Plan/Plat
☒	☐	Architectural Elevations (if applicable)
☐	☒	Description and reason for request (<i>attach extra sheets if necessary</i>)
☐	☐	Public Notice Sign - \$25
☐	☐	Proof of Property Ownership-Tax Certificate or Deed
☐	☒	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)

PLOT PLANS

BIG SKY
LOT 9, BLK 9 & LOT 9, BLK 10 EXHIBIT
133 DOME PEAK TERRACE
159 DELAWARE MOUNTAINS TERRACE



Scale: 1"=30'
Designed: JR
Drawn: JR
Reviewed: CR
Date: 09/16/20



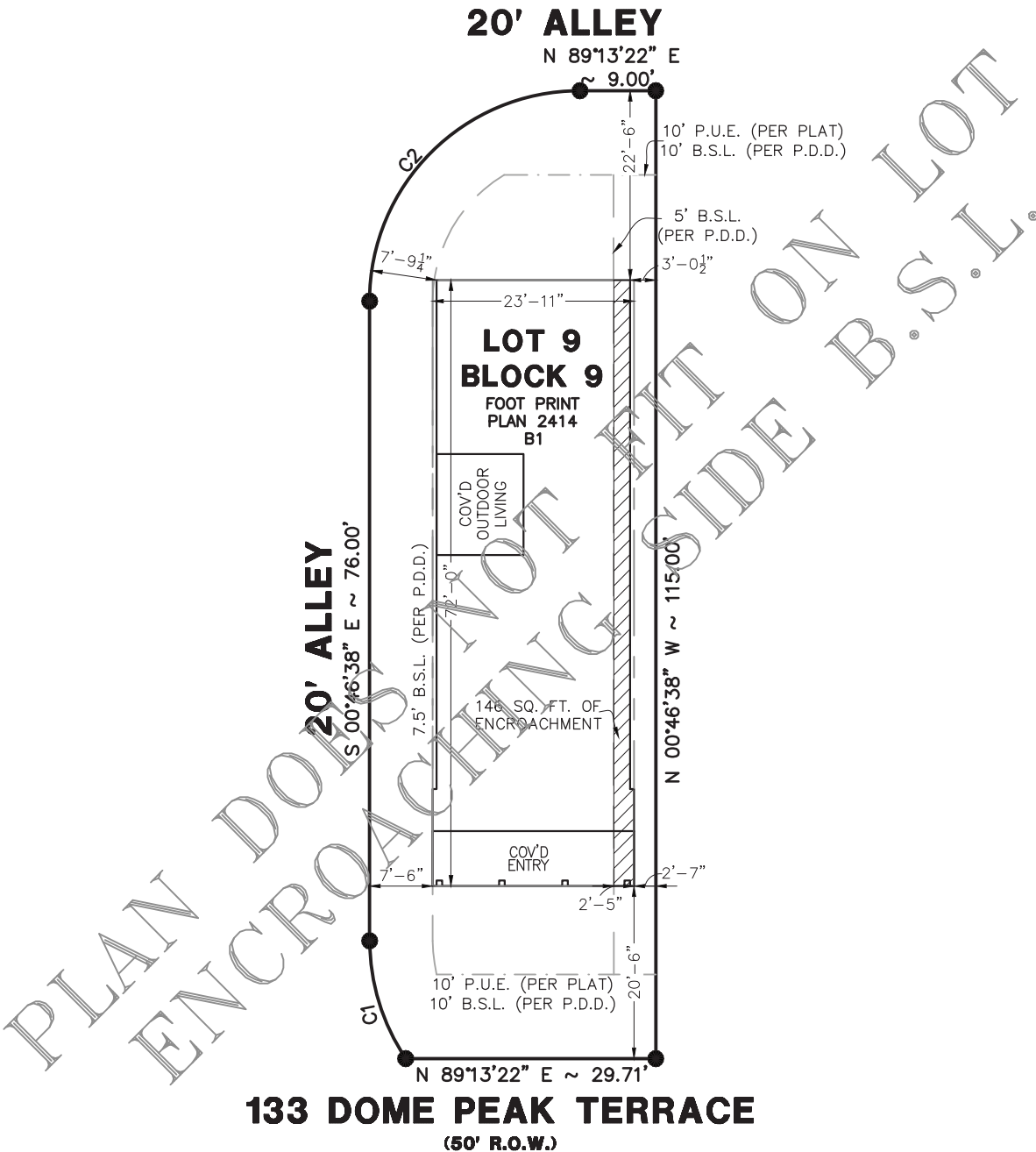
LEGEND	
SYMBOLS	DESCRIPTION
	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE
	PROPERTY PIN
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.D.D.	PLANNED DEVELOPMENT DISTRICT

TREE NOTE:
TREES SHALL BE IN THE FRONT
OF A RESIDENTIAL LOT,
INCLUDING AT LEAST ONE (1)
REQUIRED TREE PLANTED IN THE
FRONT YARD. PDD 10 REQUIRES
TWO 3-INCH TREES.

PLOT PLAN Item # 4.



SCALE: 1" = 20'



CURVE DATA TABLE				
CURVE	RADIUS	CHORD DIRECTION	CHORD LENGTH	ARC LENGTH
C1	25.00'	N 17°48'19" W	14.64'	14.86'
C2	25.00'	S 44°13'22" W	35.36'	39.27'

A.T.S. JOB#: 20051154s • SIDEWALKS PER CITY OR SUBDIVISION REQUIREMENTS
Path: Projects\Meritage\BigSkyRanch1\PlotPlans\PlotPlans\P-009-009-BSR-1.dwg

MERITAGE HOMES

133 DOME PEAK TERRACE
LOT: 9, BLOCK: 9
FINAL PLAT OF BIG SKY RANCH
PHASE ONE AT DRIPPING SPRINGS
HAYS COUNTY, TEXAS

BUILDER SHALL LOCATE AND VERIFY ALL DIMENSIONS, BUILDING SETBACKS, EASEMENTS AND BUILDING PLACEMENTS OR COMPLIANCE WITH ALL ORDINANCES AND RESTRICTIONS, AND SHALL NOTIFY THIS OFFICE OF ANY ERRORS, OMISSIONS OR DISCREPANCIES PRIOR TO THE ONSET OF CONSTRUCTION. THIS PLOT PLAN HAS BEEN DRAWN BASED ON INFORMATION GIVEN ON THE PLAT PROVIDED BY THE BUILDER AND IS SUBJECT TO ANY AND ALL BUILDING LINES, EASEMENTS AND RESTRICTIONS NOT SHOWN HERE.

DATE ISSUED
5/20/2020

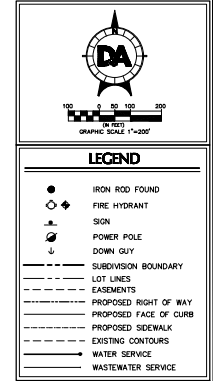
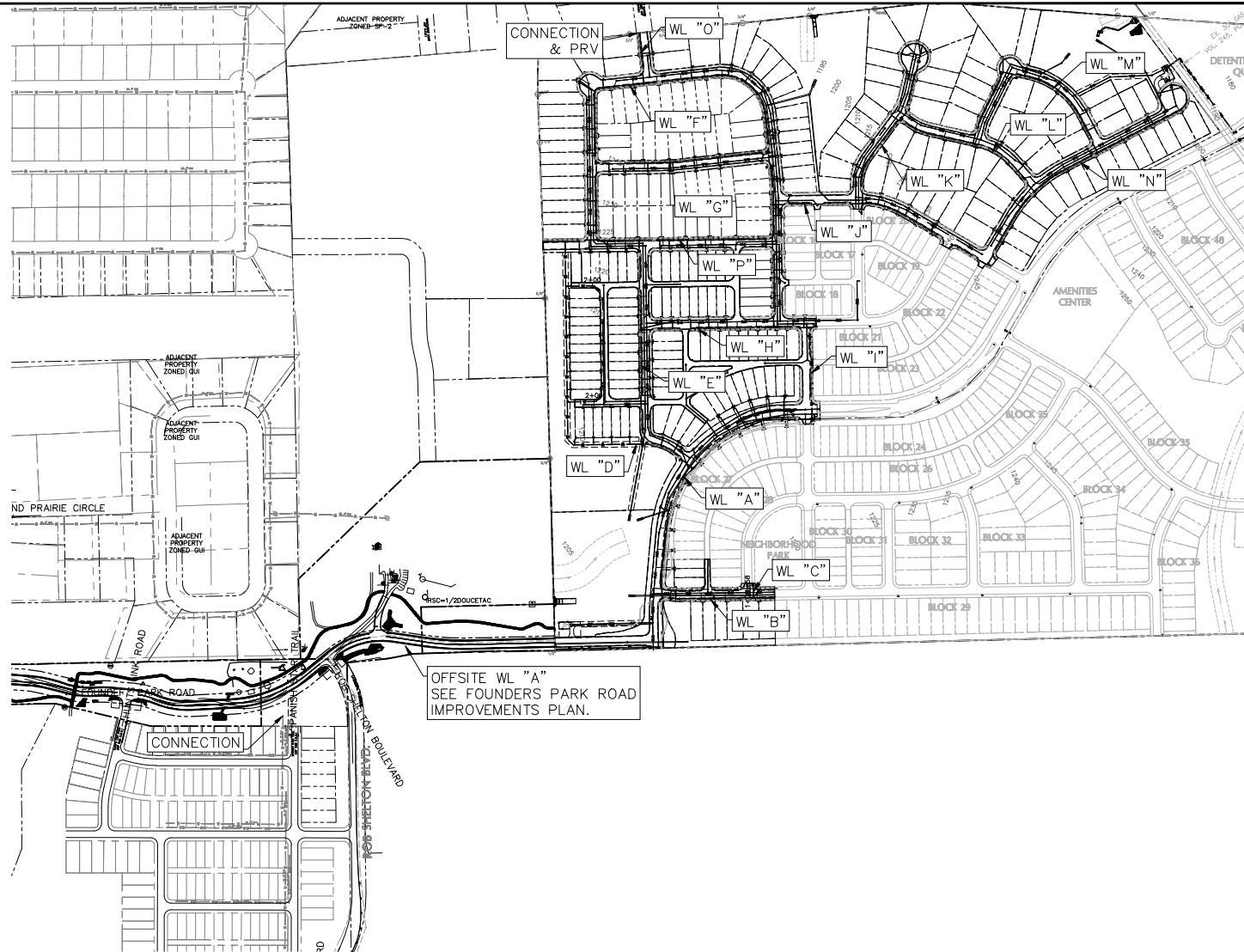
REVISIONS

NO.	DATE	REASON	BY

DRAWN BY: MZ
CHECKED BY: CB

**ATS**

www.ats-engineers.com
**Engineers
Inspectors
& Surveyors**
TBPLS Firm Reg. #10126000
4910 WEST HWY 290
AUSTIN, TEXAS 787
(512) 328-6995
FAX: (512) 328-6996



LINE	LF	SIZE	TYPE
A	1638.39	12" AWA C900 DR14	
B	419.00	8" AWA C900 DR14	
C	57.52	8" AWA C900 DR14	
D	1251.54	8" AWA C900 DR14	
E	767.00	8" AWA C900 DR14	
F	2074.45	8" AWA C900 DR14	
G	645.99	8" AWA C900 DR14	
H	656.26	8" AWA C900 DR14	
I	351.68	8" AWA C900 DR14	
J	878.90	8" AWA C900 DR14	
K	380.04	8" AWA C900 DR14	
L	269.03	8" AWA C900 DR14	
M	592.05	8" AWA C900 DR14	
N	805.75	8" AWA C900 DR14	
O	701.00	8" AWA C900 DR14	
P	308.56	8" AWA C900 DR14	
Q	193.83	8" AWA C900 DR14	
R	859.80	8" AWA C900 DR14	

OFFSITE WL "A"
SEE FOUNDERS PARK ROAD
IMPROVEMENTS PLAN.

DA DOUCET & ASSOCIATES
Civil Engineering - Eminent - Surveying Mapping
7401 S. Highway 71, Suite 140
Drinking Water, UT 84001
www.doucetengr.com
Phone: (435) 583-2400
Fax: (435) 583-2401
E-mail: doucetengr@comcast.net

OVERALL WATER
LAYOUT PLAN

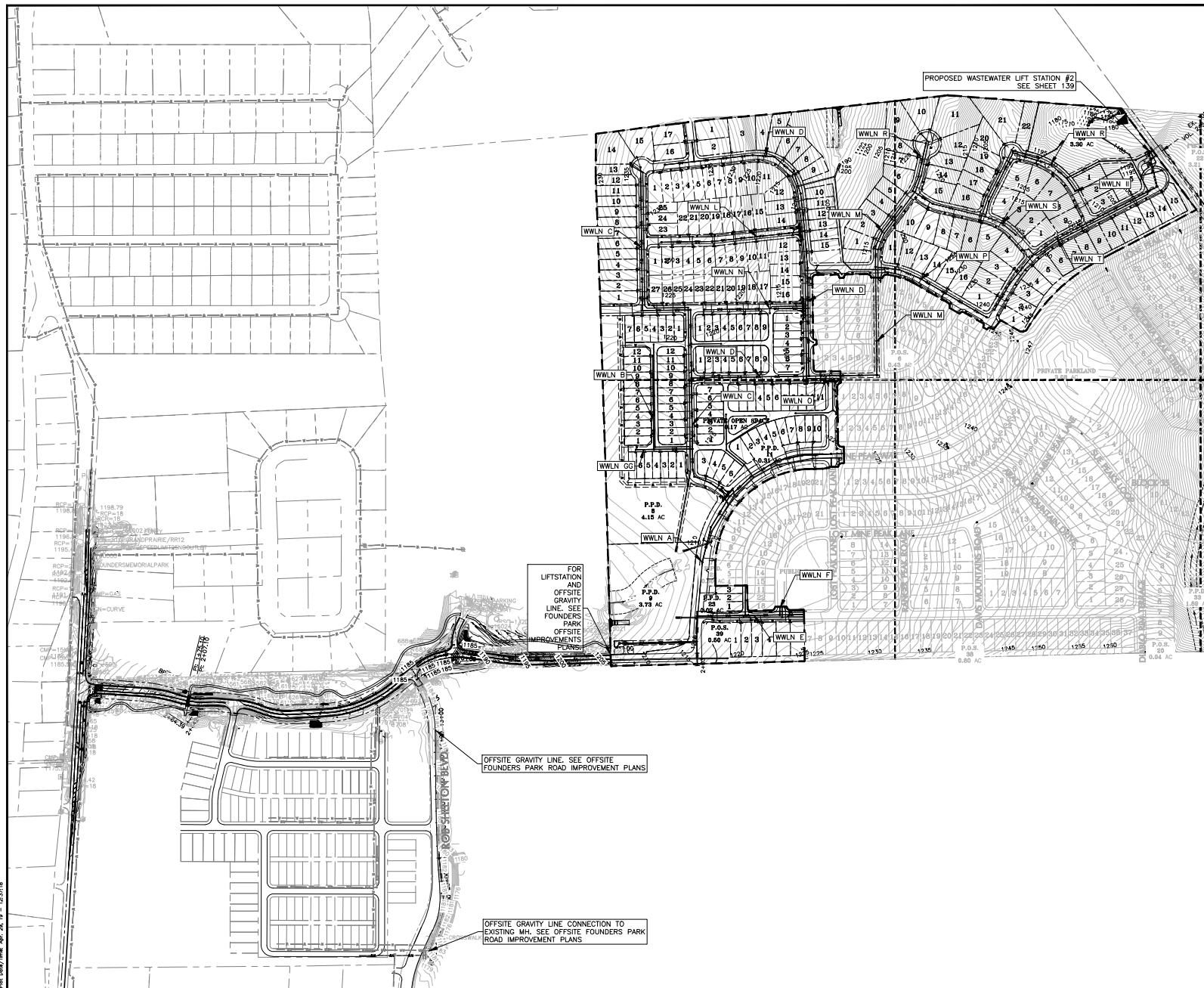
BIG SKY RANCH
PHASE ONE PLAN
DRIPPING SPRINGS, TX



Designed by: **AD & JB**
Checked by: **AD & JB**
Reviewed by: **AD & JB**
Date: **2/8/2019**
SHEET
143
OF 175
Project No: **1691-002**

Drawing: P:\1691-002\1691-002.dwg
User: **AD & JB**
Date: **2/8/2019**
Plot Date/Time: **Apr 26, 19:21:13**

Drawing: P:\1691-002\DWG\1691-002.dwg
 User: J. Paisley
 Plot Date/Time: Apr 29, 19 - 12:34
 Plot Date/Time: Apr 29, 19 - 12:37:18

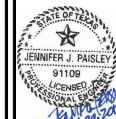


DA DOUCET & ASSOCIATES

Civil Engineering - Easements - Surveying Mapping
 7401 E. Highway 71 W. Suite 140
 Driggs, MT 59717
 Phone: (406) 337-5883
 Fax: (406) 337-5884
 www.doucetengr.com
 Firm Registration Number: 3337

**OVERALL
WASTEWATER
LAYOUT PLAN**

**BIG SKY RANCH
PHASE ONE PLAN
DRIPPINGS SPRINGS, TX**



Designed: JP
 Drawn: AD & JB
 Reviewed: JP
 Date: 2/8/2019
 SHEET
 113
 OF 175
 Project No:
 1691-002

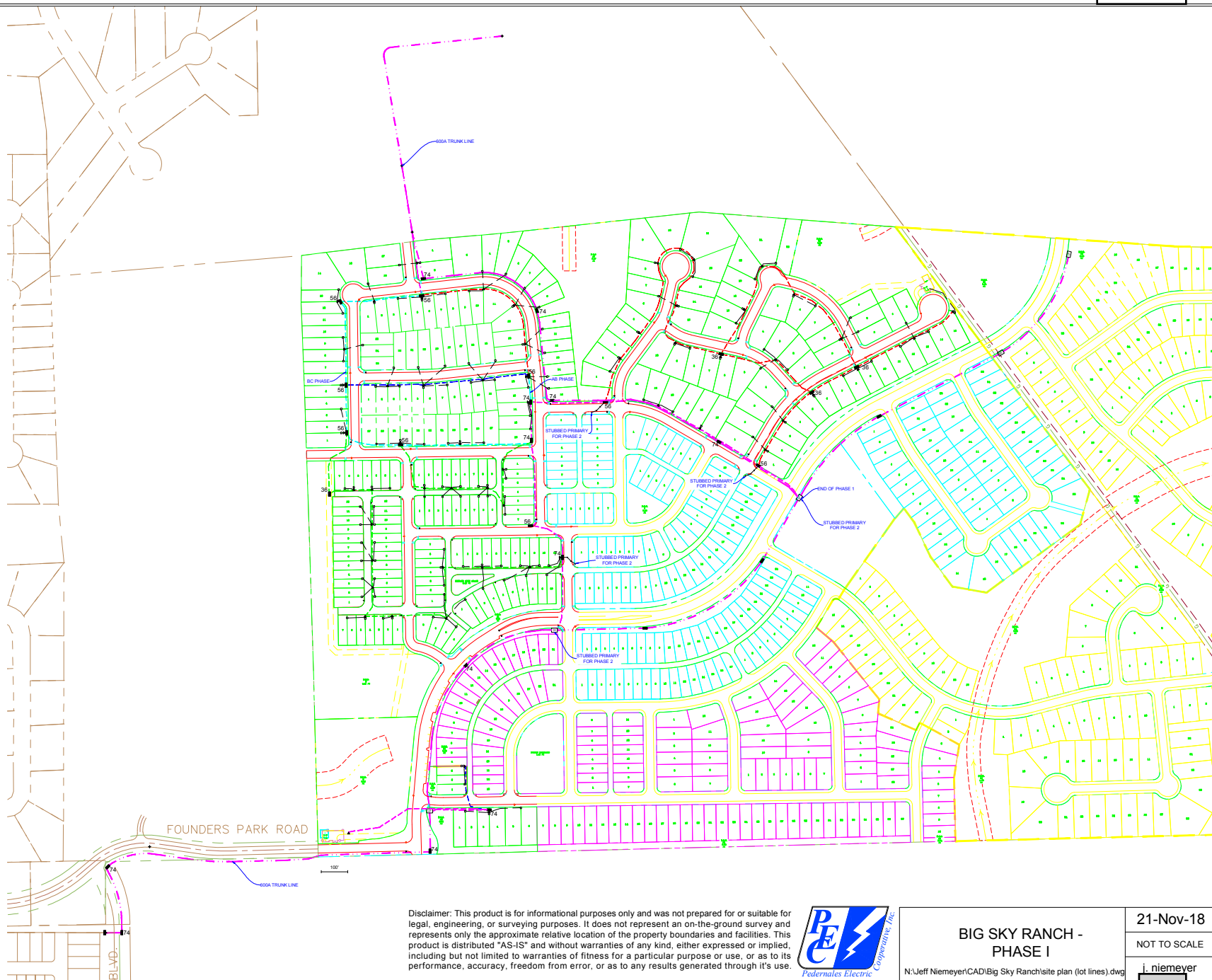


LEGEND

- Proposed 200A Primary
- Proposed 600A Primary
- Secondary
- ▲ Transformer
- Primary Enclosure
- SG Switch Gear
- Secondary Pedestal

Phasing

- A phase
- B phase
- C phase
- AB / BC phase
- ABC phase



Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of the property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either expressed or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through it's use.



BIG SKY RANCH - PHASE I

N:\Jeff Niemeyer\CAD\Big Sky Ranch\site plan (lot lines).dwg

21-Nov-18

NOT TO SCALE

j. niemeyer

MWO # 2019-1000350875
CUE # 16235

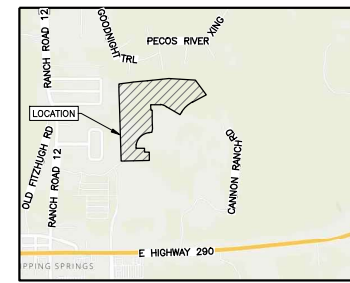
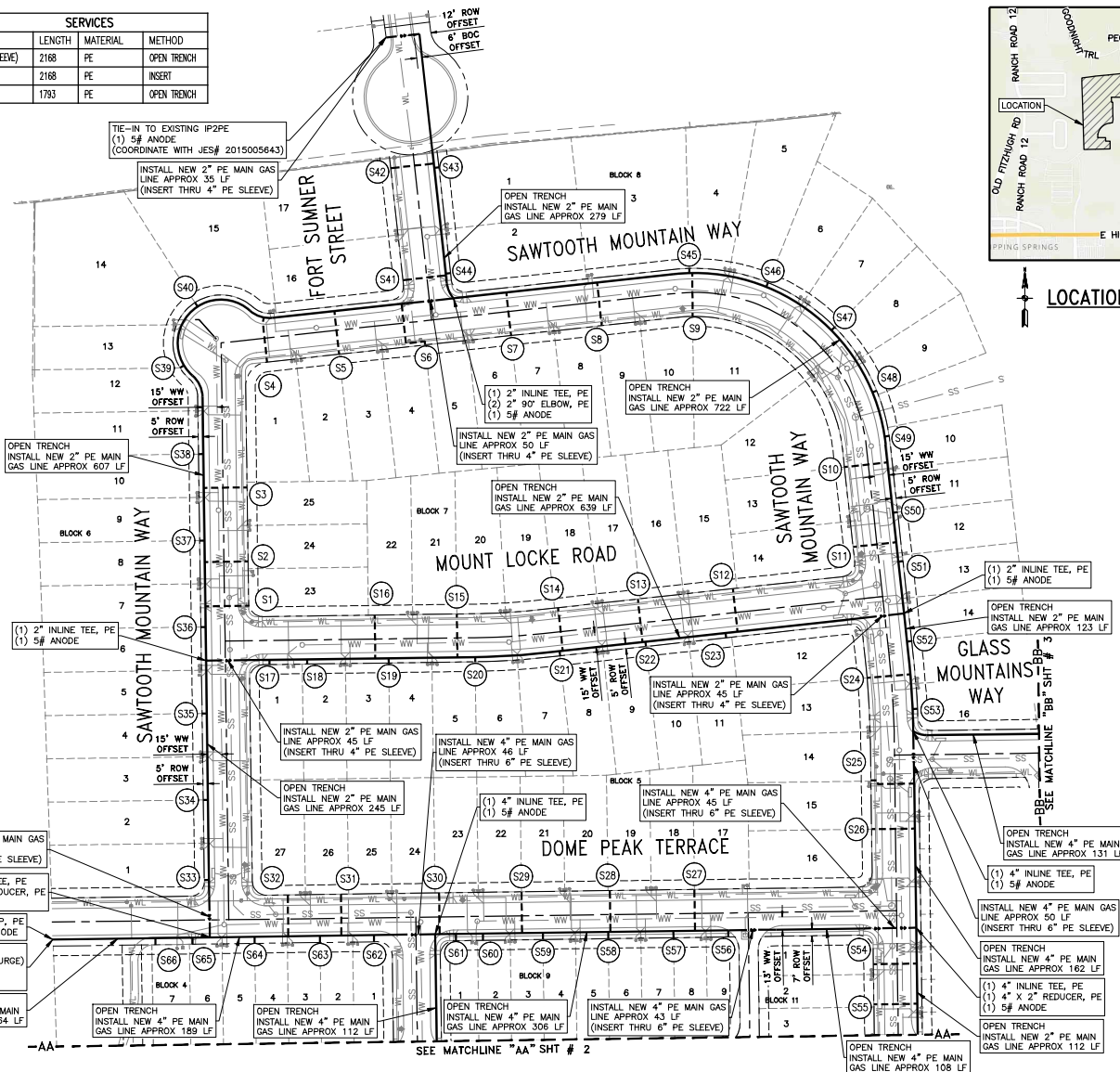
MAINS			
SIZE	LENGTH	MATERIAL	METHOD
10" SLEEVE	94	PE	OPEN TRENCH
6"	94	PE	INSERT
6"	1494	PE	OPEN TRENCH
6" SLEEVE	563	PE	OPEN TRENCH
4"	563	PE	INSERT
4"	2854	PE	OPEN TRENCH
4" SLEEVE	740	PE	OPEN TRENCH
2"	740	PE	INSERT
2"	7090	PE	OPEN TRENCH

TOTAL SERVICES = 168

TOTAL LOTS = 261

FITTINGS		
QUANTITY	SIZE	TYPE
3	6"	INLINE TEE, PE
9	4"	INLINE TEE, PE
9	2"	INLINE TEE, PE
2	6" x 4"	REDUCER, PE
7	4" x 2"	REDUCER, PE
2	6"	CAP, PE
3	4"	CAP, PE
6	2"	CAP, PE
34	5#	ANODE
4	4"	90° ELBOW, PE
16	2"	90° ELBOW, PE
12835	14 GAUGE	TRACER WIRE (MAIN)
5641	14 GAUGE	TRACER WIRE (SERVICE)
75	3/4"	SERIES 700 EFV
93	3/4"	SERIES 1800 EFV
2	6" x 3/4"	TAPPING TEE, PE (PURGE)
3	4" x 3/4"	TAPPING TEE, PE (PURGE)
6	2" x 3/4"	TAPPING TEE, PE (PURGE)
11	3/4" x 1"	RISER (PURGE)
11	1"	PLUG (PURGE)
168	3/4"	CAP, PE (SERVICE)
6	6" x 3/4"	TAPPING TEE, PE (SERVICE)
34	4" x 3/4"	TAPPING TEE, PE (SERVICE)
128	2" x 3/4"	TAPPING TEE, PE (SERVICE)

SERVICES			
SIZE	LENGTH	MATERIAL	METHOD
2" (SLEEVE)	2168	PE	OPEN TRENCH
3/4"	2168	PE	INSERT
3/4"	1793	PE	OPEN TRENCH



LOCATION MAP (N.T.S.)

LEGEND

---	EXIST. ROW
---	EXIST. EASEMENT
---	EXIST. PROPERTY LINES
---	NEW GAS MAIN
---	NEW GAS MAIN BORE
---	NEW GAS MAIN INSERT
---	NEW SERVICE LINE
---	TO BE ABANDONED
---	PROJECT LOCATION
---	EXIST. HIGH PRESSURE LINE
---	EXIST. INTERMEDIATE PRESSURE LINE
---	EXIST. LOW PRESSURE LINE
---	ABANDONED GAS LINE
---	EXIST. WATER LINE
---	EXIST. WASTE WATER
---	EXIST. STORM SEWER
---	EXIST. OVERHEAD ELECTRIC
---	EXIST. UNDERGROUND ELECTRIC
---	EXIST. OVERHEAD TELEPHONE

NOTES

- PRIOR TO THE INSTALLATION OF T.G.S. OWNED GAS LINES, IT IS THE CUSTOMERS RESPONSIBILITY TO GRADE ALL STREETS, ALLEYS, ROADWAYS OR EASEMENTS TO SUBGRADE, 4-50 FEET (6 INCHES).
- ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY TEXAS GAS SERVICE OR ITS AFFILIATES, WILL BE TEMPORARY. ALL PERMANENT REPAIRS ARE THE OWNERS RESPONSIBILITY.
- CONTRACTOR TO CONTACT T.G.S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE. DETERMINATION OF GRADE FOR GAS MAINS AT STORM SEWER CROSSINGS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
- ALL SPILL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
- #14 COPPER TRACER WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS & SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
- MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
- DEVELOPER OR ITS REPRESENTATIVE SHALL BE RESPONSIBLE FOR COMPANION OF BACKFILL & REQUIRED TESTING IN ACCORDANCE WITH AGENCY AND TEXAS GAS SERVICE STANDARDS.
- CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ANODE TO BE INSTALLED TO TRACER WIRE. TRACER WIRE WILL NOT BE TIED TO WRAPPED STEEL MAN.
- ALL STUBS MUST BE MARKED BY A 4" POLYETHYLENE SLEEVE WHICH IS 4' IN LENGTH. THE SLEEVES CAN BE PICKED UP AT TEXAS GAS SERVICE, 5613 AVE F, AUSTIN, T.G.S. WILL REMOVE THE SLEEVE AT THE TIME OF YARD LINE INSTALLATION.
- ALL BORES WILL BE DIRECTIONAL, UNLESS OTHERWISE SPECIFIED.

DEVELOPER IS RESPONSIBLE FOR STAKING SERVICE LOCATION

NOTES:

- GAS MAIN TO BE INSTALLED AT A MINIMUM DEPTH OF 3-FT BELOW FINISHED GRADE.
- PRIOR TO R.O.W. MAIN INSTALLATION, TGS CONTRACTOR TO CONTACT CUSTOMER AND COORDINATE TIE-IN AT THE PROPERTY LOCATION.

TGS INSPECTOR:

GAS MAIN TO BE INSTALLED AT MINIMUM DEPTH OF 4' BELOW ASPHALT ELEVATION AT LIP OF CURB.

PC CONTRACTOR INFORMATION:
FORMING INFO

AGE OF P.E. PIPE MUST BE LESS THAN 2 YEARS PRIOR TO INSTALLATION

SHEET 1 OF 4

PRELIMINARY

NEW MAIN AND SERVICES
BIG SKY TANKS
AUSTIN, TEXAS

DATE: 07/17/2019
BY: T. FERENC

DATE: 07/17/2019
BY: T. FERENC

DATE: 07/17/2019
BY: T. FERENC

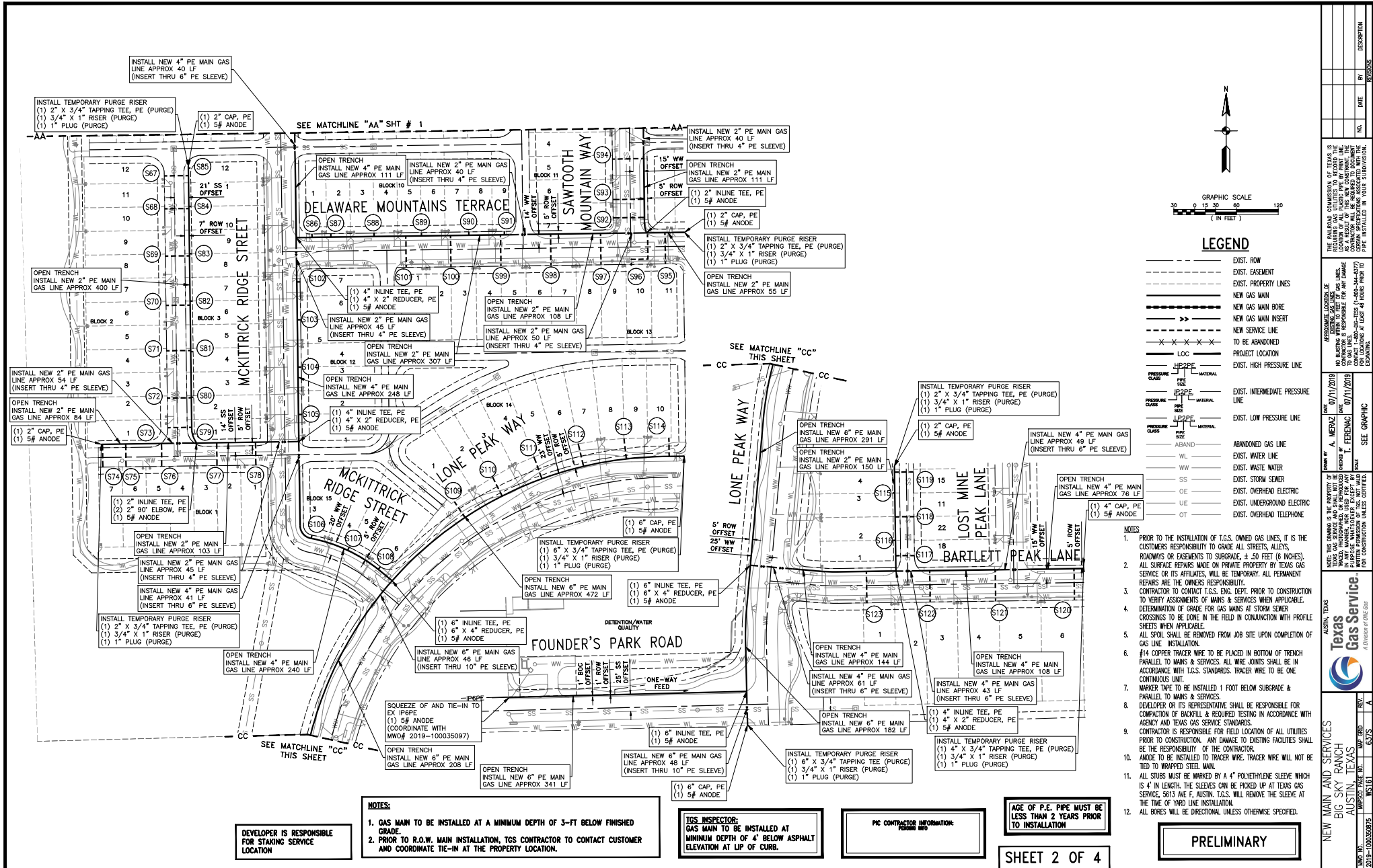
DATE: 07/17/2019
BY: T. FERENC

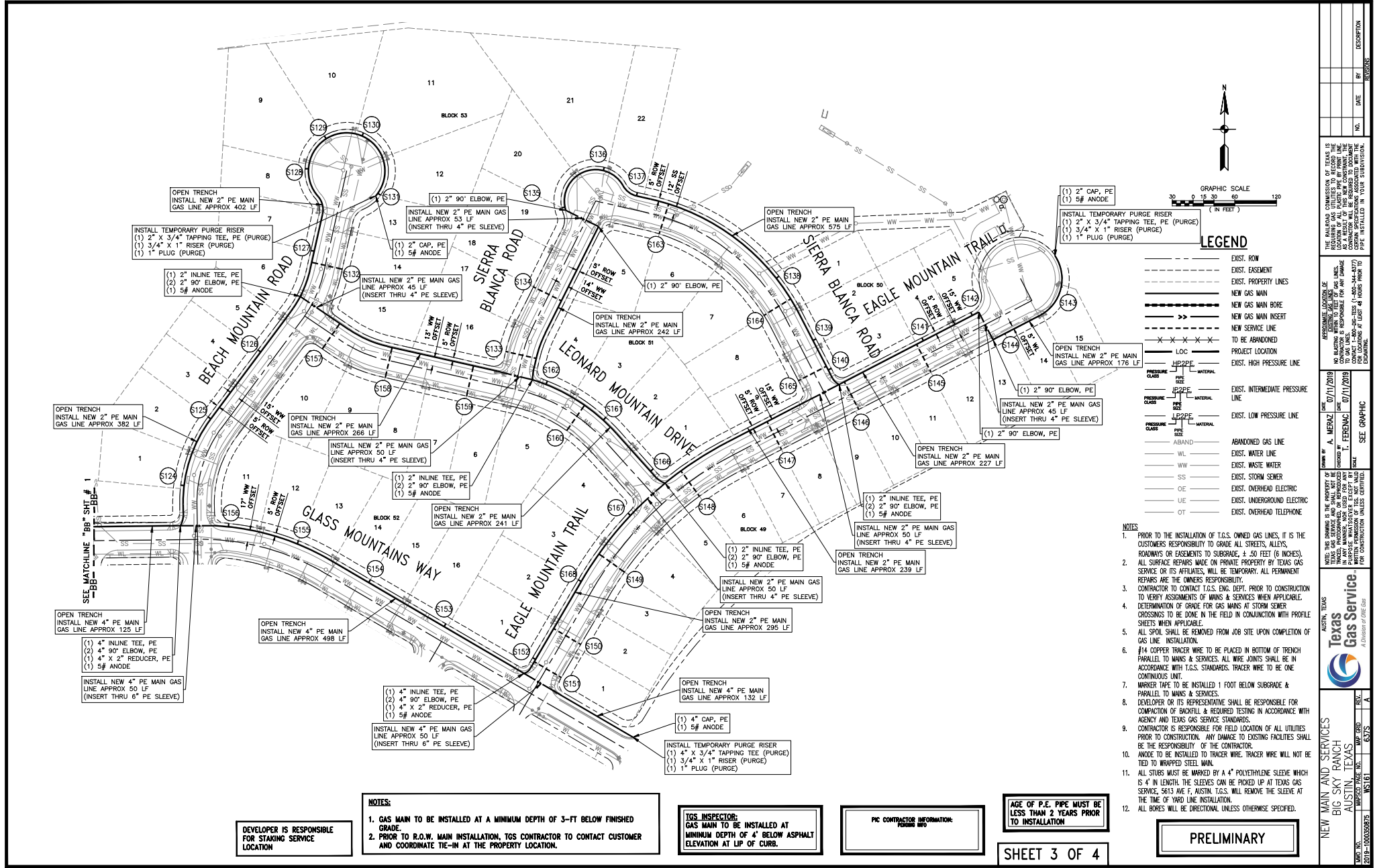
DATE: 07/17/2019
BY: T. FERENC

DATE: 07/17/2019
BY: T. FERENC

DATE: 07/17/2019
BY: T. FERENC

DATE: 07/17/2019
BY: T. FERENC





SERVICE SCHEDULE					
SERVICE NO.	SIZE	LENGTH	TYPE	EFV (SERIES #)	SLEEVE
1	3/4"	45	PE	700	30
2	3/4"	45	PE	700	30
3	3/4"	45	PE	700	30
4	3/4"	45	PE	700	30
5	3/4"	45	PE	1800	30
6	3/4"	65	PE	1800	30
7	3/4"	45	PE	1800	30
8	3/4"	45	PE	1800	30
9	3/4"	45	PE	1800	30
10	3/4"	45	PE	1800	30
11	3/4"	45	PE	700	30
12	3/4"	45	PE	700	30
13	3/4"	45	PE	1800	30
14	3/4"	45	PE	1800	30
15	3/4"	45	PE	1800	30
16	3/4"	45	PE	700	30
17	3/4"	5	PE	700	-
18	3/4"	5	PE	700	-
19	3/4"	5	PE	1800	-
20	3/4"	5	PE	1800	-
21	3/4"	5	PE	1800	-
22	3/4"	5	PE	1800	-
23	3/4"	5	PE	700	-
24	3/4"	45	PE	1800	30
25	3/4"	49	PE	700	30
26	3/4"	45	PE	1800	30
27	3/4"	43	PE	1800	30
28	3/4"	43	PE	1800	30
29	3/4"	43	PE	1800	30
30	3/4"	43	PE	1800	30
31	3/4"	43	PE	1800	30
32	3/4"	43	PE	700	30
33	3/4"	5	PE	700	-
34	3/4"	5	PE	1800	-
35	3/4"	5	PE	1800	-
36	3/4"	5	PE	1800	-
37	3/4"	5	PE	1800	-
38	3/4"	5	PE	1800	-
39	3/4"	5	PE	1800	-
40	3/4"	5	PE	1800	-
41	3/4"	45	PE	700	30
42	3/4"	45	PE	700	30
TOTAL=	3/4"	1302	PE	-	810

SERVICE SCHEDULE					
SERVICE NO.	SIZE	LENGTH	TYPE	EFV (SERIES #)	SLEEVE
43	3/4"	5	PE	700	-
44	3/4"	5	PE	700	-
45	3/4"	5	PE	1800	-
46	3/4"	5	PE	1800	-
47	3/4"	5	PE	1800	-
48	3/4"	5	PE	700	-
49	3/4"	5	PE	700	-
50	3/4"	5	PE	1800	-
51	3/4"	5	PE	700	-
52	3/4"	5	PE	1800	-
53	3/4"	5	PE	700	-
54	3/4"	45	PE	700	30
55	3/4"	45	PE	1800	30
56	3/4"	7	PE	700	-
57	3/4"	7	PE	1800	-
58	3/4"	7	PE	1800	-
59	3/4"	7	PE	1800	-
60	3/4"	7	PE	700	-
61	3/4"	7	PE	700	-
62	3/4"	7	PE	700	-
63	3/4"	7	PE	1800	-
64	3/4"	7	PE	1800	-
65	3/4"	7	PE	700	-
66	3/4"	7	PE	700	-
67	3/4"	35	PE	700	25
68	3/4"	35	PE	1800	25
69	3/4"	35	PE	1800	25
70	3/4"	35	PE	1800	25
71	3/4"	35	PE	1800	25
72	3/4"	35	PE	1800	25
73	3/4"	35	PE	700	25
74	3/4"	33	PE	700	25
75	3/4"	33	PE	700	25
76	3/4"	33	PE	1800	25
77	3/4"	33	PE	1800	25
78	3/4"	33	PE	700	25
79	3/4"	3	PE	700	-
80	3/4"	3	PE	1800	-
81	3/4"	3	PE	1800	-
82	3/4"	3	PE	1800	-
83	3/4"	3	PE	1800	-
84	3/4"	3	PE	1800	-
TOTAL=	3/4"	1952	PE	-	1170

SERVICE SCHEDULE					
SERVICE NO.	SIZE	LENGTH	TYPE	EFF (SERIES #)	SLEEVE
85	3/4"	3	PE	700	—
86	3/4"	5	PE	700	—
87	3/4"	5	PE	700	—
88	3/4"	5	PE	1800	—
89	3/4"	5	PE	1800	—
90	3/4"	5	PE	1800	—
91	3/4"	5	PE	700	—
92	3/4"	45	PE	700	30
93	3/4"	45	PE	700	30
94	3/4"	45	PE	1800	30
95	3/4"	45	PE	700	30
96	3/4"	69	PE	700	30
97	3/4"	45	PE	1800	30
98	3/4"	45	PE	1800	30
99	3/4"	45	PE	1800	30
100	3/4"	45	PE	1800	30
101	3/4"	45	PE	700	30
102	3/4"	5	PE	700	—
103	3/4"	5	PE	1800	—
104	3/4"	5	PE	1800	—
105	3/4"	5	PE	1800	—
106	3/4"	5	PE	700	—
107	3/4"	5	PE	1800	—
108	3/4"	5	PE	700	—
109	3/4"	28	PE	700	—
110	3/4"	31	PE	1800	—
111	3/4"	34	PE	1800	—
112	3/4"	34	PE	1800	—
113	3/4"	30	PE	1800	—
114	3/4"	27	PE	700	—
115	3/4"	90	PE	1800	34
116	3/4"	97	PE	1800	34
117	3/4"	5	PE	700	—
118	3/4"	5	PE	1800	—
119	3/4"	5	PE	700	—
120	3/4"	45	PE	700	30
121	3/4"	45	PE	1800	30
122	3/4"	45	PE	1800	30
123	3/4"	45	PE	700	30
124	3/4"	5	PE	700	—
125	3/4"	5	PE	1800	—
126	3/4"	5	PE	1800	—
TOTAL=	3/4"	3075	PE	—	1650

SERVICE SCHEDULE					
SERVICE NO.	SIZE	LENGTH	TYPE	RFV (SERIES #)	SLEEVE
127	3/4"	5	PE	1800	-
128	3/4"	5	PE	700	-
129	3/4"	5	PE	1800	-
130	3/4"	5	PE	700	-
131	3/4"	5	PE	1800	-
132	3/4"	45	PE	1800	30
133	3/4"	45	PE	700	30
134	3/4"	45	PE	1800	30
135	3/4"	5	PE	1800	-
136	3/4"	5	PE	700	-
137	3/4"	5	PE	700	-
138	3/4"	5	PE	700	-
139	3/4"	5	PE	700	-
140	3/4"	5	PE	700	-
141	3/4"	5	PE	700	-
142	3/4"	5	PE	700	-
143	3/4"	3	PE	700	-
144	3/4"	3	PE	1800	-
145	3/4"	45	PE	1800	30
146	3/4"	45	PE	1800	30
147	3/4"	45	PE	1800	30
148	3/4"	45	PE	1800	30
149	3/4"	45	PE	1800	30
150	3/4"	45	PE	700	30
151	3/4"	45	PE	700	30
152	3/4"	5	PE	700	-
153	3/4"	5	PE	700	-
154	3/4"	5	PE	1800	-
155	3/4"	5	PE	1800	-
156	3/4"	5	PE	700	-
157	3/4"	45	PE	700	30
158	3/4"	45	PE	1800	30
159	3/4"	45	PE	1800	30
160	3/4"	45	PE	700	30
161	3/4"	5	PE	1800	-
162	3/4"	5	PE	700	-
163	3/4"	45	PE	1800	30
164	3/4"	45	PE	1800	30
165	3/4"	45	PE	700	30
166	3/4"	5	PE	700	-
167	3/4"	5	PE	700	-
168	3/4"	5	PE	1800	-
TOTAL=	3/4"	3961	PE	-	2168

LEGEND

- | | |
|-----------------------------|-----------------------------------|
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PROPERTY LINES |
| | NEW GAS MAIN |
| ===== | NEW GAS MAIN BORE |
| >> | NEW GAS MAIN INSERT |
| | NEW SERVICE LINE |
| X X X X X | TO BE ABANDONED |
| LOC | PROJECT LOCATION |
| PPE | EXIST. HIGH PRESSURE LINE |
| PRESSURE CLASS
PIPE SIZE | MATERIAL |
| PPE | EXIST. INTERMEDIATE PRESSURE LINE |
| PRESSURE CLASS
PIPE SIZE | MATERIAL |
| PPE | EXIST. LOW PRESSURE LINE |
| PRESSURE CLASS
PIPE SIZE | MATERIAL |
| ABAND | ABANDONED GAS LINE |
| WL | EXIST. WATER LINE |
| WW | EXIST. WASTE WATER |
| SS | EXIST. STORM SEWER |
| OE | EXIST. OVERHEAD ELECTRIC |
| UE | EXIST. UNDERGROUND ELECTRIC |
| OT | EXIST. OVERHEAD TELEPHONE |

NOTES

1. PRIOR TO THE INSTALLATION OF T.G.S. OWNED GAS LINES, IT IS THE CUSTOMERS RESPONSIBILITY TO GROUND ALL GAS STREET, ALLEYS, ROADWAYS OR EASEMENTS TO MINIMUM ± 50 FEET (6 INCHES). ALL SURFACE REPAIRS TO BE PROVIDED PROPERLY BY TEXAS GAS SERVICE. THIS ACTUALLY BEING OF TEMPORARY, ALL PERMANENT REPAIRS ARE THE OWNERS RESPONSIBILITY.
2. CONTRACTOR TO CONTACT T.G.S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE.
3. DETERMINATION OF GRADE FOR GAS MAINS AT STORM CURB. GRADES TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
4. ALL SPOIL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
5. #4 COPPER TRACKER TO BE PLACED IN BOTTOM OF TRENCH MARKER TO MARK & MONITOR. ALL WORK JOINTS SHALL BE IN ACCORDANCE WITH T.G.S. STANDARDS. TRACKER WILL TO BE ONE CONTINUOUS UNIT.
6. MARKER PIPE TO BE INSTALLED 1 FOOT BELOW SURFACE & PARALLEL TO MAINS & SERVICES.
7. OWNER OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL & A REQUIRED TESTING IN ACCORDANCE WITH AGENCY AND TEXAS GAS SERVICE STANDARDS.
8. CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
9. ANODE TO BE INSTALLED TO TRACKER WIRE. TRACKER WIRE NOT BE TIED TO WRAPPED STEEL MAIN.
10. ALL STUBS MUST BE MARKED BY A 4" POLYETHYLENE SUEVE WHICH IS 4' IN LENGTH. THE SUEVES CAN BE PICKED UP AT TEXAS GAS SERVICE. 60'S & 10'S ARE FURNISHED. WILL REMOVE THE SUEVE AT THE TIME OF YARD LINE INSTALLATION.
11. ALL BAYS WILL BE DIRECTIONAL, UNLESS OTHERWISE SPECIFIED.

DEVELOPER IS RESPONSIBLE
FOR STAKING SERVICE
LOCATION

NOTES:

1. GAS MAIN TO BE INSTALLED AT A MINIMUM DEPTH OF 3-FT BELOW FINISHED GRADE.
2. PRIOR TO R.O.W. MAIN INSTALLATION, TGS CONTRACTOR TO CONTACT CUSTOMER AND COORDINATE TIE-IN AT THE PROPERTY LOCATION.

TGS INSPECTOR:
GAS MAIN TO BE INSTALLED AT
MINIMUM DEPTH OF 4' BELOW ASPHALT
ELEVATION AT LIP OF CURB.

PIC CONTRACTOR INFORMATION:
PENDING INFO

AGE OF P.E. PIPE MUST BE
LESS THAN 2 YEARS PRIOR
TO INSTALLATION

SHEET 4 OF 4

PRELIMINARY

NEW MAIN AND SERVICES
BIG SKY RANCH
AUSTIN, TEXAS

FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 4.

OWNER'S ACKNOWLEDGMENT:

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

KNOW ALL ME BY THESE PRESENTS:

THAT MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BEING THE OWNER OF 186.25 ACRES IN THE PHILLIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415 IN HAYS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 18036374 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 69.820 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 11th DAY OF DECEMBER A.D. 2019.

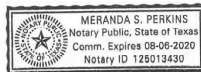
Matthew Scrivener
MATTHEW SCRIVENER
MERITAGE HOMES

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW SCRIVENER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11th DAY OF DECEMBER A.D. 2019.

Meranda S. Perkins
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



OWNER'S ACKNOWLEDGMENT:

THE STATE OF TEXAS
THE COUNTY OF HAYS

KNOW ALL ME BY THESE PRESENTS:

THAT THE CITY OF DRIPPING SPRINGS, BEING THE OWNER OF 4.15 ACRES IN THE PHILLIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415 IN HAYS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 19045210 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 12 DAY OF December A.D. 2019.

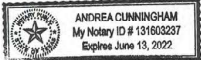
Todd Purcell
TODD PURCELL
MAYOR, CITY OF DRIPPING SPRINGS

THE STATE OF TEXAS
THE COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND THE STATE, ON THIS DAY PERSONALLY APPEARED TODD PURCELL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 12 DAY OF December A.D. 2019.

Andrea Cunningham
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS CITY LIMITS.
2. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
4. THIS PLAT IS LOCATED WITHIN DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. ACCESS TO AND FROM CORNER LOTS SHALL ONLY BE PERMITTED FROM ONE STREET.
6. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON MAP NUMBER 4820C0105F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
7. WATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
8. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF DRIPPING SPRINGS.
9. ELECTRIC SERVICE WILL BE PROVIDED BY THE FEDERALS ELECTRIC COOPERATIVE.
10. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM.
11. GAS SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICES.
12. MINIMUM FRONT SETBACK SHALL BE 10'.
13. MINIMUM REAR SETBACK SHALL BE 10'.
14. MINIMUM INTERIOR SIDE YARD SETBACKS SHALL BE 5'.
15. MINIMUM SIDE YARD SETBACKS ADJACENT TO A PUBLIC STREET SHALL BE 7.5'.
16. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT REGULATIONS AS AMENDED BY PPD NO.10.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
18. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
19. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED ACCORDING TO THE CITY OF DRIPPING SPRINGS.
20. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
21. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED.
22. DEVELOPMENT AND RESTRICTIONS WITHIN THE CITY OF DRIPPING SPRINGS AND TCEQ WATER QUALITY BUFFER ZONES ARE LIMITED TO THOSE LISTED IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S (TCEQ'S) OPTIONAL ENHANCED MEASURES FOR THE PROTECTION OF WATER QUALITY IN THE EDWARDS AQUIFER (REVISED) OR AS PERMITTED BY THE TCEQ AND IN COMPLIANCE WITH THE CITY OF DRIPPING SPRINGS WATER QUALITY PROTECTION ORDINANCE.
23. TWO SHADE TREES ARE REQUIRED FOR EACH RESIDENTIAL LOT PER THE CITY OF DRIPPING SPRINGS LANDSCAPE ORDINANCE.
24. THE HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT WILL TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE PARK.
25. THE HOMEOWNERS ASSOCIATION FOR THE DEVELOPMENT WILL TAKE OWNERSHIP OF AND BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF ALL STORM WATER DETENTION AND WATER QUALITY PONDS.
26. THIS DEVELOPMENT IS SUBJECT TO DRIPPING SPRINGS ORDINANCE 2018-24, PLANNED DEVELOPMENT DISTRICT NO. 10-BIG SKY.
27. ALL PROPOSED COLLECTOR STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG BOTH SIDES OF THE STREET.
28. ALL PROPOSED LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
29. OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS AND DRAINAGE EASEMENTS (EXCLUDING PUBLIC PARKLANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
30. A 10 FT. PUBLIC UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DEDICATED.
31. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING, THAT OBSTRUCT OR LIMIT FLOW SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
32. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
33. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
34. STREET LIGHTING WILL COMPLY WITH LIGHTING ORDINANCE [SDCA 3.11].
35. PARK AND DEDICATION REQUIREMENTS HAVE BEEN SATISFIED WITHIN THIS DEVELOPMENT THROUGH A COMBINATION OF PRIVATE AND PUBLIC PARK LAND AND OPEN SPACE.
36. ALL ELECTRICAL, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT.
37. 30' LANDSCAPE BUFFER ADJACENT ALONG LOTS 14, 15, 17 BLOCK 6, LOTS 1, 3, 4, 5 BLOCK 8, LOTS 9, 10, 11, 22 BLOCK 53, IS TO REMAIN UNTOUCHED NATIVE VEGETATION.
38. LOT 8, BLOCK 1, IS DEDEDICATED TO THE CITY OF DRIPPING SPRINGS AS DEDICATED PARKLAND TO MEET THE TEXAS PARKS AND WILDLIFE DEPARTMENT CONVERSION REQUIREMENTS, AS AGREED TO IN THE BIG SKY RANCH DEVELOPMENT AGREEMENT PER DEC NO. 18028021 O.P.R.H.C.

DEVELOPMENT NOTE:

THIS DEVELOPMENT IS SUBJECT TO ORDINANCE 2018-24 PPD NO. 10 BIG SKY (OCT 9, 2018)

ENVIRONMENTAL NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DEGRADING RESOURCES AND WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE CITY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY; RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SANITARY SEWER SYSTEM OR AN INDIVIDUAL ON-SITE SEWAGE FACILITY WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS ENVIRONMENTAL HEALTH DEPARTMENT. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MADE.

Chad Gilpin
CHAD GILPIN
CITY ENGINEER

12-11-19
DATE

STATE OF TEXAS
CITY OF DRIPPING SPRINGS
HAYS COUNTY, TEXAS

BIG SKY RANCH PHASE ONE, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT OF ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND IS HEREBY APPROVED ADMINISTRATIVELY.

Michelle Fischer
MICHELLE FISCHER, CITY ADMINISTRATOR OF DRIPPING SPRINGS

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW BY ALL MEN THESE PRESENTS:

THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS, TEXAS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Garrett Cavallaro
GARRETT CAVALLARO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES, INC.
GCAVALLA@DOUCETENGINEERS.COM



STATE OF TEXAS
COUNTY OF TRAVIS

I, JENNIFER J. PAISLEY, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD ZONE AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48505C 0105F, EFFECTIVE DATE SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, CHANNELIZED AND CONCENTRATED STORM WATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR DRAINAGE EASEMENTS AND DRAINAGE LOTS SHOWN ON THE ATTACHED PLAT.

Jennifer J. Paisley
JENNIFER J. PAISLEY
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 91100



STATE OF TEXAS
COUNTY OF HAYS

ELAINE HANSON

I, ELAINE HANSON, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORD IN MY OFFICE ON THE 27 DAY OF January A.D. 2020 AT 11:41 O'CLOCK A. M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

BOOK 20003093

WITNESS MY SEAL OF OFFICE, THIS THE 27 DAY OF January A.D. 2020.

Elaine H. Cardenas by De S. Min, Deputy
ELAINE HANSON CARDENAS, MGR, PHD, COUNTY CLERK
HAYS COUNTY, TEXAS



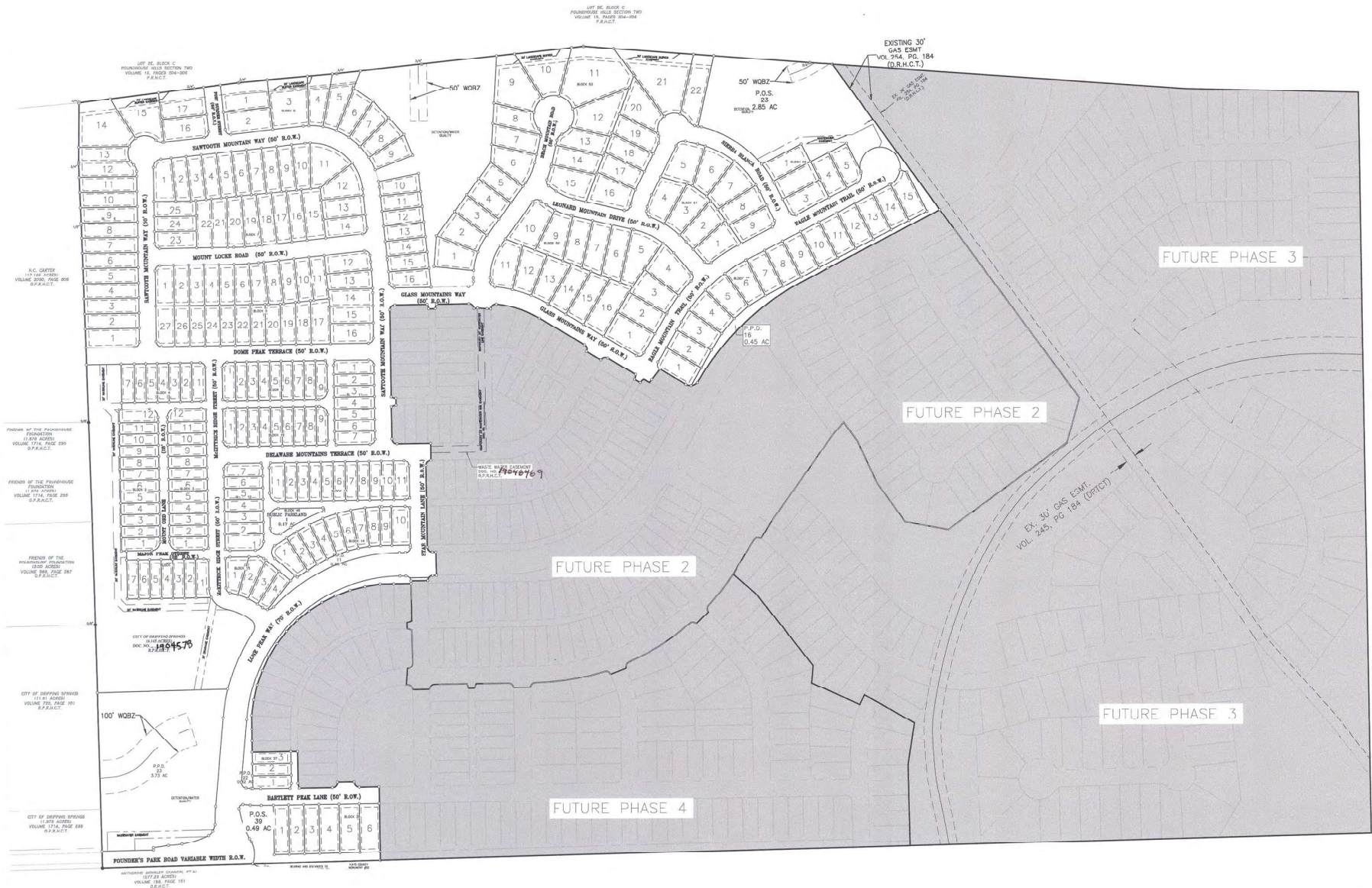
DRIPPING SPRINGS, HAYS COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W. Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPE Firm #10105800 / TBPE Firm #3937

Date:	12/11/2019
Scale:	
Drawn by:	JMH
Reviewed by:	DC
Project:	1891-002
Sheet:	
Field:	
Part:	
Sub:	

FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 4.



SITE DATA TABLE

	IMPERVIOUS COVER										PARKLAND				
	SITE AREA (AC)	Type A RESIDENTIAL LOTS	Type B RESIDENTIAL LOTS	Type C RESIDENTIAL LOTS	RESIDENTIAL LOTS	COLLECTOR ROAD (LF)	LOCAL ROAD (LF)	ALLEYS (LF)	STREET/SIDEWALK I.C. (AC)	L.U.E.%	LOTS I.C. (AC)	Amenity Center & Misc.	IMPERVIOUS COVER (AC)	IMPERVIOUS COVER (%)	Public Parkland
REQUIRED	200.40									Average Lot Size 6,641 SF (0.15 AC)			100.20	50.00%	(credit for 50%)
ALLOWABLE					780								28.84	14.39%	4.11
PHASE ONE	69.82	98	88	70	256	1580	10158	2557	11.55	256	17.09	0.20	28.84	14.39%	4.11
TOTAL	200.40												28.84	14.39%	4.11

DRIPPING SPRINGS, HAYS COUNTY, TEXAS

DA DOUCET & ASSOCIATES

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TBPLS Firm #10105800 / TBPE Firm #3937

Date: 12/11/2019
Scale: 1"=200'
Drawn by: JWF
Reviewed: GC
Project: 1601-009
Sheet: 52
Part: 1
Surv: 2019

THE PHILLIP A.
SMITH LEAGUE,
SURVEY #26,
ABSTRACT NUMBER 415

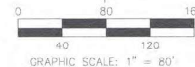
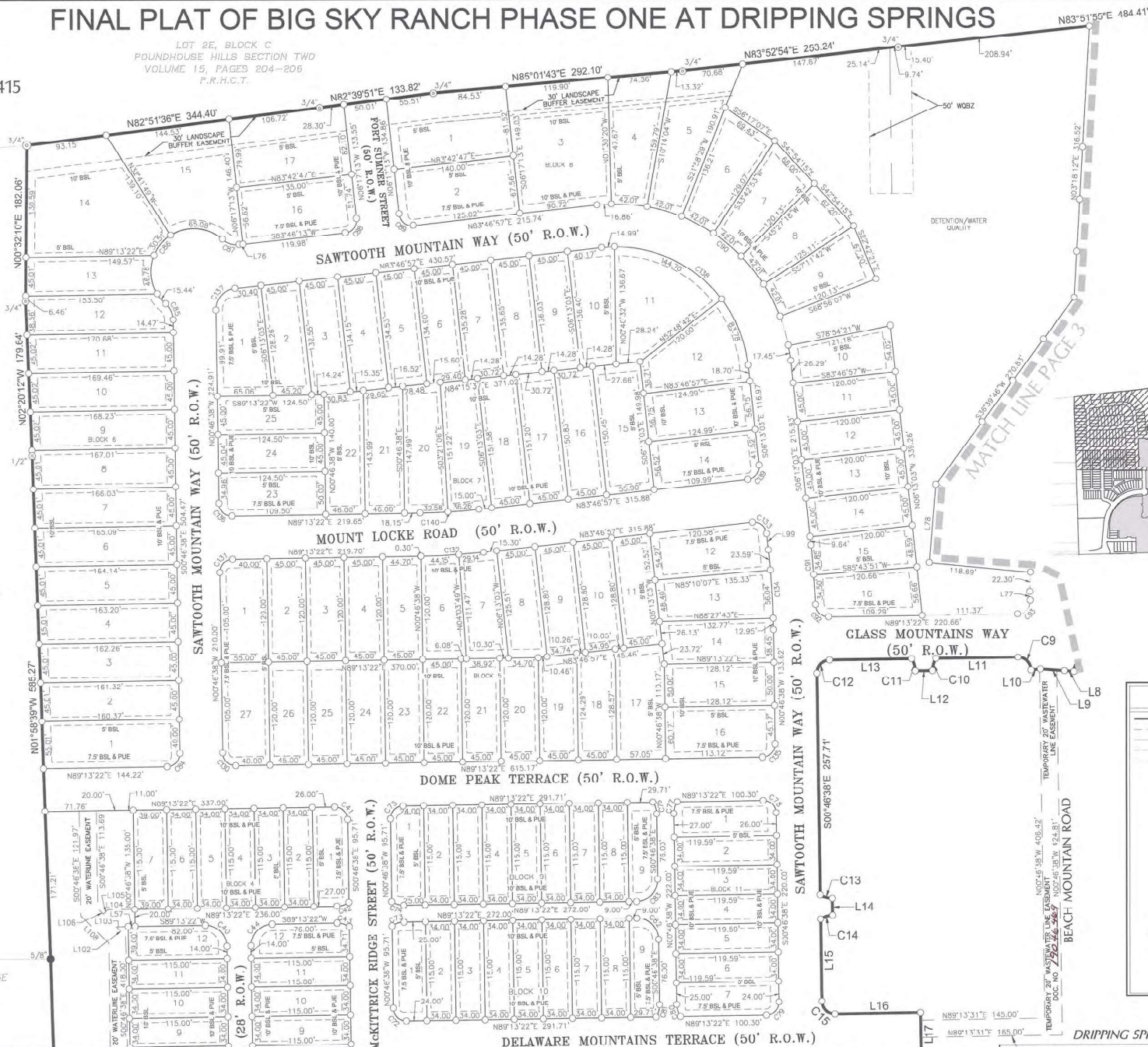
FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

LOT 2E, BLOCK C
POUNDHOUSE HILLS SECTION TWO
VOLUME 15, PAGES 204-206
P.R.H.C.T.

Item # 4.

H.C. CARTER
(17.185 ACRES)
VOLUME 9030, PAGE 809
O.P.R.H.C.T.

FRIENDS OF THE POUNDHOUSE
FOUNDATION
(1.978 ACRES)
VOLUME 1714, PAGE 295
O.P.R.H.C.T.



KEY MAP

LEGEND

- PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- DRAINAGE EASEMENT LINE
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- 1/2" IRON ROD WITH "DOUCET" CAP FOUND (UNLESS NOTED)
- 1/2" IRON PIPE FOUND (UNLESS NOTED)
- POINT OF BEGINNING
- P.O.B.
- VOL.
- BK.
- PG.
- D.E.
- R.O.W.
- P.R.H.C.T.
- O.P.R.H.C.T.
- D.R.H.C.T.
- P.P.D.
- P.O.S.

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Part: 1 of 1
Surv: 1 of 1

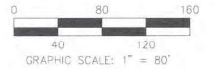
FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

LOT 2E, BLOCK C
POUNDHOUSE HILLS SECTION TWO
VOLUME 15, PAGES 204-206
P.R.H.C.T.

THE PHILLIP A.
SMITH LEAGUE,
SURVEY #26,
ABSTRACT NUMBER 415

Item # 4.

---	EXISTING RIGHT-OF-WAY-LINE
---	EXISTING EASEMENT LINE
---	DRAINAGE EASEMENT LINE
○	1/2" IRON ROD WITH "DOUCET" CAP SET
●	1/2" IRON ROD WITH "DOUCET" CAP FOUND (UNLESS NOTED)
⊙	1/2-INCH IRON PIPE FOUND (UNLESS NOTED)
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
BLK.	BOOK
P.C.	PAGE
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
P.P.D.	PUBLIC PARK DISTRICT
P.O.S.	PRIVATE OPEN SPACE



MERITAGE HOMES OF TEXAS, LLC
CALLED 200.4 ACRES
DOCUMENT NO. 18036374,
O.P.R.H.C.T.,
OCTOBER 11, 2018

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KEY MAP



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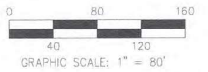
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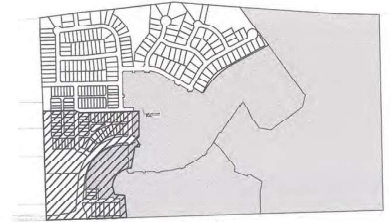
LE	PROPOSED
---	EXISTING RIGHT-OF-WAY LINE
---	EXISTING EASEMENT LINE
---	DRAINAGE EASEMENT LINE
○	1/2" IRON ROD WITH "DOUCET" CAP SET
●	1/2" IRON ROD WITH "DOUCET" CAP FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
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D.E.	DRAINAGE EASEMENT
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O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
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FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

MERITAGE HOMES OF TEXAS, LLC
CALLED 200.4 ACRES
DOCUMENT NO. 18036374,
O.P.R.H.C.T.
OCTOBER 11, 2018

THE PHILLIP A. SMITH LEAGUE,
SURVEY #26,
ABSTRACT NUMBER 415



KEY MAP

DRIPPING SPRINGS, HAYS COUNTY, TEXAS

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Sheet:	55



FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 4.

Curve Table				
Curve	Length	Radius	Delta	Chord Direction
C1	461.33'	787.53'	33.56'	S47°09'13"W
C2	37.26'	28.24'	75.61'	S81°49'44"W
C3	14.86'	25.00'	34.06'	S47°22'26"W
C4	14.86'	25.00'	34.06'	N131°9'05"E
C5	23.56'	15.00'	90.00'	S75°20'45"W
C6	23.56'	15.00'	90.00'	N14°39'15"W
C7	135.21'	325.00'	23.84'	N71°34'20"W
C8	25.47'	15.00'	97.29'	S47°51'58"W
C9	23.56'	15.00'	90.00'	N45°46'38"W
C10	14.86'	25.00'	34.06'	S16°15'02"W
C11	14.86'	25.00'	34.06'	N17°48'19"W
C12	23.56'	15.00'	90.00'	S44°13'22"W
C13	14.86'	25.00'	34.06'	S73°44'58"E
C14	14.86'	25.00'	34.06'	S72°11'41"W
C15	23.56'	15.00'	90.00'	S45°46'38"E
C16	23.56'	15.00'	90.00'	S44°13'22"W
C17	23.50'	14.95'	90.40'	S45°46'30"E
C18	23.34'	15.00'	89.14'	S43°47'29"W
C19	14.86'	25.00'	34.06'	S17°48'19"E
C20	23.56'	15.00'	90.00'	N44°13'22"E
C21	23.56'	15.00'	90.00'	S45°46'38"E
C22	40.65'	282.81'	8.24'	N84°36'21"E
C23	63.01'	204.30'	16.73'	N72°07'29"E
C24	18.21'	25.96'	40.19'	S43°40'00"W
C25	19.95'	73.64'	15.52'	S20°49'13"W
C26	54.37'	535.00'	5.82'	N02°08'07"E
C27	67.96'	79.84'	48.77'	N03°28'59"W
C28	93.78'	262.13'	20.50'	N19°10'52"W
C29	19.20'	10.89'	101.04'	N41°35'12"E
C30	33.03'	325.00'	5.82'	S87°51'56"E
C31	14.86'	25.00'	34.06'	N16°15'02"E
C32	27.95'	275.00'	5.82'	N87°51'56"W
C33	23.56'	15.00'	90.00'	N39°57'13"W
C34	85.04'	534.65'	9.11'	N09°35'36"E
C35	185.18'	585.26'	18.13'	N24°04'50"E
C36	81.88'	175.00'	26.81'	S65°55'13"E
C37	87.70'	63.97'	78.54'	S40°04'20"E
C38	39.27'	25.00'	90.00'	N44°13'22"E
C39	39.27'	25.00'	90.00'	N45°46'38"W
C40	23.56'	15.00'	90.00'	N45°46'38"W
C41	14.86'	25.00'	34.06'	N72°11'41"E
C42	14.86'	25.00'	34.06'	N73°44'58"W
C43	39.27'	25.00'	90.00'	S44°13'22"W

Curve Table				
Curve	Length	Radius	Delta	Chord Direction
C45	39.27'	25.00'	90.00'	S45°46'38"E
C46	14.86'	25.00'	34.06'	N72°11'41"E
C47	14.86'	25.00'	34.06'	N73°44'58"W
C48	14.86'	25.00'	34.06'	S73°44'58"E
C49	23.56'	15.00'	90.00'	S44°13'22"W
C50	14.86'	25.00'	34.06'	N17°48'19"W
C51	14.86'	25.00'	34.06'	S16°15'02"W
C52	30.27'	25.00'	90.00'	S45°46'38"E
C53	23.56'	15.00'	90.00'	N45°46'38"W
C54	14.86'	25.00'	34.06'	N72°11'41"E
C55	14.86'	25.00'	34.06'	S73°44'58"E
C56	275.52'	500.00'	31.57'	N73°26'12"E
C57	39.27'	25.00'	90.00'	N44°13'22"E
C58	17.51'	25.00'	40.14'	N70°42'24"W
C59	14.86'	25.00'	34.06'	S72°11'41"W
C60	20.51'	15.00'	78.35'	S39°57'13"E
C61	107.46'	225.00'	27.36'	S65°26'53"E
C62	36.54'	25.00'	83.75'	N86°21'27"E
C63	47.25'	25.00'	108.29'	S03°30'26"W
C64	417.77'	535.00'	44.74'	N66°51'07"E
C65	23.56'	15.00'	90.00'	N44°13'22"E
C66	23.24'	15.22'	87.52'	S46°14'25"E
C67	603.10'	465.00'	64.10'	N47°00'04"E
C68	23.56'	15.00'	90.00'	N45°46'38"W
C69	14.86'	25.00'	34.06'	N72°11'41"E
C70	14.86'	25.00'	34.06'	N73°44'58"W
C71	23.56'	15.00'	90.00'	S44°13'22"W
C72	14.86'	25.00'	34.06'	N17°48'19"W
C73	14.86'	25.00'	34.06'	S16°15'02"E
C74	14.86'	25.00'	34.06'	S45°46'38"E
C75	23.56'	15.00'	90.00'	S44°13'22"W
C76	14.86'	25.00'	34.06'	N17°48'19"W
C77	14.86'	25.00'	34.06'	N16°15'02"E
C78	23.56'	15.00'	90.00'	S45°46'38"E
C79	23.56'	15.00'	90.00'	S44°13'22"W
C80	14.86'	25.00'	34.06'	N17°48'19"W
C81	14.86'	25.00'	34.06'	S16°15'02"W
C82	39.27'	25.00'	90.00'	S45°46'38"E
C83	39.27'	25.00'	90.00'	S44°13'22"W
C84	23.56'	15.00'	90.00'	N44°13'22"E
C85	21.03'	25.00'	48.19'	N24°52'20"W
C86	157.90'	50.00'	180.94'	N41°30'09"E
C87	21.01'	25.32'	47.54'	N72°07'22"W
C88	23.56'	15.00'	90.00'	S38°44'52"W
C89	23.54'	15.00'	89.93'	N51°19'08"W
C90	322.01'	205.00'	90.00'	S51°13'03"E
C91	69.35'	1,025.00'	3.88'	S04°16'45"E

Curve Table				
Curve	Length	Radius	Delta	Chord Direction
C92	23.15'	15.00'	88.44'	N46°33'33"W
C93	22.39'	14.02'	91.50'	N45°43'49"E
C94	133.89'	205.00'	37.42'	N17°57'09"E
C95	64.64'	155.00'	23.90'	N24°42'54"E
C96	23.55'	25.00'	63.97'	N14°13'00"W
C97	301.53'	60.00'	287.94'	S77°13'58"E
C98	23.55'	25.00'	63.97'	S39°45'05"W
C99	30.88'	205.00'	11.15'	S18°20'27"W
C100	20.82'	15.00'	79.52'	S15°50'52"E
C101	58.50'	155.00'	21.62'	S66°25'17"E
C102	23.56'	15.00'	90.00'	N57°46'02"E
C103	49.18'	205.00'	13.74'	N19°38'22"E
C104	21.03'	25.00'	48.19'	N02°24'59"E
C105	150.65'	50.00'	172.64'	N64°38'22"E
C106	21.03'	25.00'	48.19'	S53°08'16"E
C107	282.92'	325.00'	49.88'	S52°17'39"E
C108	23.56'	15.00'	90.00'	S72°21'20"E
C109	34.83'	25.00'	79.84'	N22°43'35"E
C110	272.10'	60.00'	259.84'	S67°16'25"E
C111	267.78'	475.00'	32.30'	S46°29'43"W
C112	23.56'	15.00'	90.00'	N14°39'15"W
C113	21.99'	14.00'	90.00'	N75°20'45"E
C114	165.83'	375.00'	25.34'	S72°19'21"E
C115	22.05'	15.00'	84.21'	S42°53'03"E
C116	101.29'	155.00'	37.44'	S17°56'34"W
C117	22.97'	15.00'	87.73'	S80°31'35"W
C118	77.36'	205.00'	21.62'	N66°25'17"W
C119	138.79'	225.00'	35.34'	N59°33'41"W
C120	22.45'	14.99'	85.65'	N00°59'09"E
C121	123.84'	525.00'	13.52'	N37°06'14"E
C122	22.45'	15.00'	85.75'	N84°45'58"W
C123	132.54'	275.00'	27.61'	S55°41'50"E
C124	21.54'	15.00'	82.27'	S28°22'06"E
C125	37.18'	155.00'	13.74'	S19°38'22"W
C126	33.27'	25.00'	76.20'	S64°36'22"W
C127	239.39'	275.00'	49.88'	N52°17'39"W
C128	23.56'	15.00'	90.00'	N17°38'40"E
C129	94.26'	525.00'	10.29'	S57°30'04"W
C130	23.56'	15.00'	90.00'	N45°46'38"W
C131	23.56'	15.00'	90.00'	N44°13'22"E
C132	73.59'	775.00'	5.44'	N60°30'09"E
C133	23.56'	15.00'	90.00'	S51°13'03"E
C134	92.58'	975.00'	5.44'	S03°29'51"E

Curve Table				
Curve	Length	Radius	Delta	Chord Direction
C135	23.56'	15.00'	90.00'	S44°13'22"W
C136	23.56'	15.00'	90.00'	N45°46'38"W
C137	36.90'	25.00'	84.56'	N41°30'09"E
C138	243.47'	155.00'	90.00'	S51°13'03"E
C139	23.56'	15.00'	90.00'	S38°46'57"W
C140	68.84'	725.00'	5.44'	N86°30'09"E

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Sheet:
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Surf: ~2018

FINAL PLAT OF BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS

Item # 4.

Parcel Line Table		
Line	Length	Direction
L1	89.03'	N59°39'15"W
L2	50.51'	S38°28'34"W
L3	19.14'	N59°39'15"W
L4	20.00'	N50°10'15"W
L5	95.71'	N59°39'15"W
L6	50.00'	N59°39'15"W
L7	150.92'	N59°39'15"W
L8	11.06'	N84°53'31"W
L9	28.10'	N65°56'23"W
L10	11.05'	S84°01'42"W
L11	95.71'	S89°13'22"W
L12	20.00'	S89°13'22"W
L13	95.71'	S89°13'22"W
L14	20.00'	S00°46'38"E
L15	95.71'	S00°46'38"E
L16	100.00'	N89°13'22"E
L17	50.00'	S00°46'38"E
L18	95.71'	S00°46'38"E
L19	10.01'	N89°13'22"E
L20	50.00'	S89°13'22"W
L21	8.01'	S00°46'38"E
L22	31.20'	S89°28'02"W
L23	40.89'	S89°13'22"W
L24	45.57'	S01°14'09"W
L25	45.52'	S76°03'26"W
L26	45.52'	S60°46'12"W
L27	45.52'	S63°28'58"W
L28	45.52'	S87°11'44"W
L29	45.52'	S50°54'31"W
L30	45.52'	S44°37'17"W
L31	45.52'	S38°20'03"W
L32	45.52'	S32°02'49"W
L33	45.52'	S25°45'35"W
L34	45.52'	S19°28'21"W
L35	45.52'	S13°11'07"W
L36	45.61'	S08°31'51"W
L37	110.38'	S00°46'38"E
L38	20.00'	S89°44'34"E
L39	93.00'	S00°46'38"E
L40	97.98'	N89°13'22"E
L41	50.00'	N89°13'22"E
L42	58.33'	N89°13'22"E
L43	57.00'	S01°25'30"E
L44	19.67'	S88°34'30"W
L45	61.33'	S88°34'30"W
L46	1.04'	N01°25'30"W
L47	35.96'	N01°25'30"W
L48	7.00'	S00°05'49"E
L49	44.67'	S81°29'06"W
L50	11.43'	N28°20'50"W

Parcel Line Table		
Line	Length	Direction
L51	21.59'	S84°57'13"E
L52	16.60'	N84°57'13"W
L53	2.27'	S34°07'02"W
L54	16.50'	N00°46'38"W
L55	19.98'	S45°46'38"E
L56	36.55'	S45°46'38"E
L57	8.00'	S89°13'22"W
L58	11.06'	N84°53'31"W
L59	28.10'	N65°56'23"W
L60	11.05'	S84°01'42"W
L61	95.71'	S89°13'22"W
L62	20.00'	S89°13'22"W
L63	33.13'	S66°04'22"W
L64	33.13'	S71°03'58"W
L65	33.13'	N78°03'34"E
L66	100.00'	N89°13'22"E
L67	33.13'	S81°03'10"W
L68	33.13'	S86°02'46"W
L69	33.13'	S89°13'22"W
L70	33.13'	S89°13'22"W
L71	33.13'	S89°13'22"W
L72	54.86'	S89°13'22"W
L73	17.49'	N89°13'22"E
L74	6.51'	S00°46'13"E
L75	17.49'	N80°00'00"E
L76	4.47'	S84°06'32"W
L77	12.25'	S00°03'01"E
L78	91.13'	S04°49'01"W
L79	27.15'	S65°36'36"E
L80	10.00'	N12°46'02"E
L81	30.87'	S77°13'58"E
L82	21.17'	N71°58'55"W
L83	57.79'	S48°34'18"W
L84	57.57'	S49°16'42"W
L85	57.57'	S39°58'37"W
L86	58.70'	S31°39'15"W
L87	12.98'	S00°46'38"E
L88	24.80'	N05°30'36"W
L89	12.64'	S12°46'02"W
L90	37.52'	N77°13'58"W
L91	81.75'	N73°56'49"W
L92	12.43'	N73°56'49"W
L93	52.09'	S54°31'59"E
L94	17.07'	N39°49'11"W
L95	32.91'	S39°49'11"E
L96	30.75'	N34°52'46"W
L97	18.48'	S34°52'46"E
L98	65.56'	S34°52'46"E
L99	18.90'	S06°13'03"E
L100	18.00'	N89°13'22"E
L101	3.00'	N89°13'22"E
L102	15.23'	S45°46'38"E
L103	13.77'	S09°13'22"W

Parcel Line Table		
Line	Length	Direction
L104	31.56'	N89°13'22"E
L105	7.22'	N44°13'22"E
L106	9.07'	S45°46'38"E

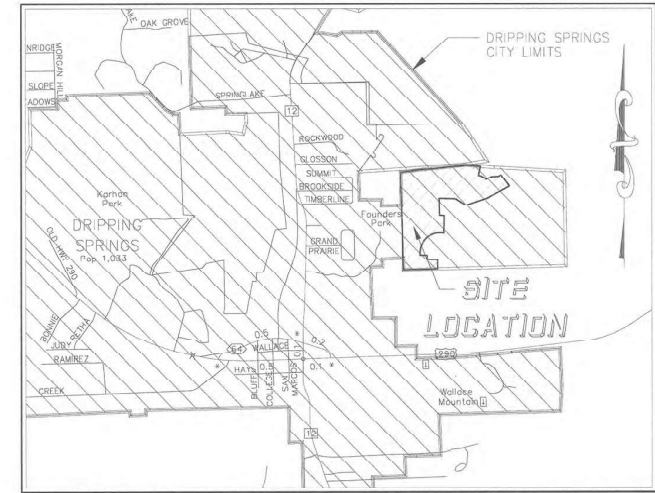
BLOCK 1	
PARCEL	ACREAGE
1	0.104
2	0.090
3	0.090
4	0.090
5	0.090
6	0.090
7	0.090
BLOCK 2	
PARCEL	ACREAGE
1	0.100
2	0.090
3	0.090
4	0.090
5	0.090
6	0.090
7	0.090
8	0.090
9	0.090
BLOCK 3	
PARCEL	ACREAGE
1	0.099
2	0.090
3	0.090
4	0.090
5	0.090
6	0.090
7	0.090
8	0.090
9	0.090
10	0.090
11	0.090
12	0.100
BLOCK 4	
PARCEL	ACREAGE
1	0.107
2	0.090
3	0.090
4	0.090
5	0.090
6	0.090
7	0.103
BLOCK 5	
PARCEL	ACREAGE
1	0.150
2	0.124
3	0.124
4	0.124
5	0.124
6	0.124
7	0.124
8	0.124
9	0.124
10	0.124
11	0.124
12	0.124
13	0.124
14	0.124
15	0.124
16	0.124
17	0.124
18	0.124
19	0.124
20	0.124
21	0.124
22	0.124
23	0.124
24	0.124
25	0.124
26	0.124
27	0.150

BLOCK 6	
PARCEL	ACREAGE
1	0.201
2	0.166
3	0.167
4	0.168
5	0.169
6	0.170
7	0.171
8	0.172
9	0.173
10	0.174
11	0.176
12	0.172
13	0.153
14	0.425
15	0.336
16	0.206
17	0.251
BLOCK 7	
PARCEL	ACREAGE
1	0.167
2	0.135
3	0.138
4	0.139
5	0.139
6	0.140
7	0.140
8	0.140
9	0.141
10	0.152
11	0.262
12	0.197
13	0.163
14	0.101
15	0.193
16	0.156
17	0.156
18	0.156
19	0.165
20	0.163
21	0.154
22	0.150
23	0.142
24	0.129
25	0.129
BLOCK 8	
PARCEL	ACREAGE
1	0.101
2	0.216
3	0.300
4	0.202
5	0.239
6	0.167
7	0.155
8	0.152
9	0.152
10	0.135
11	0.124
12	0.124
13	0.124
14	0.124
15	0.128
16	0.147
17	0.171
18	0.131
19	0.120
20	0.124
21	0.124
22	0.124
23	0.124
24	0.124
25	0.124
26	0.124
27	0.150
BLOCK 9	
PARCEL	ACREAGE
1	0.101
2	0.090
3	0.090
4	0.090
5	0.090
6	0.090
7	0.090
8	0.090
9	0.090

BLOCK 10	
PARCEL	ACREAGE
1	0.101
2	0.090
3	0.090
4	0.090
5	0.090
6	0.090
7	0.090
8	0.090
9	0.090
BLOCK 11	
PARCEL	ACREAGE
1	0.111
2	0.093
3	0.093
4	0.093
5	0.093
6	0.093
7	0.106
BLOCK 12	
PARCEL	ACREAGE
1	0.123
2	0.090
3	0.090
4	0.090
5	0.090
6	0.090
7	0.101
BLOCK 13	
PARCEL	ACREAGE
1	0.118
2	0.095
3	0.095
4	0.095
5	0.095
6	0.095
7	0.095
8	0.095
9	0.095
10	0.095
11	0.121
BLOCK 14	
PARCEL	ACREAGE
1	0.140
2	0.092
3	0.101
4	0.101
5	0.101
6	0.101
7	0.101
8	0.101
9	0.091
10	0.144
BLOCK 15	
PARCEL	ACREAGE
1	0.131
2	0.119
3	0.114
4	0.102
BLOCK 16	
PARCEL	ACREAGE
1	0.103
2	0.090
3	0.090
BLOCK 17	
PARCEL	ACREAGE
1	0.152
2	0.151
3	0.151
4	0.200
5	0.200
6	0.199

BLOCK 49	
PARCEL	ACREAGE
1	0.177
2	0.165
3	0.177
4	0.187
5	0.187
6	0.185
7	0.165
8	0.165
9	0.166
10	0.172
11	0.165
12	0.165
13	0.165
14	0.165
15	0.180
BLOCK 50	
PARCEL	ACREAGE
1	0.176
2	0.171
3	0.171
4	0.165
5	0.161
BLOCK 51	
PARCEL	ACREAGE
1	0.204
2	0.200
3	0.227
4	0.214
5	0.232
6	0.223
7	0.228
8	0.190
9	0.182
BLOCK 52	
PARCEL	ACREAGE
1	0.244
2	0.200
3	0.217
4	0.258
5	0.280
6	0.216
7	0.204
8	0.193
9	0.220
10	0.258
11	0.228
12	0.204
13	0.206
14	0.196
15	0.210
16	0.262
BLOCK 53	
PARCEL	ACREAGE
1	0.207
2	0.208
3	0.185
4	0.165
5	0.165
6	0.233
7	0.196
8	0.180
9	0.382
10	0.349
11	0.638
12	0.315
13	0.191
14	0.194
15	0.238
16	0.232
17	0.182
18	0.185
19	0.190
20	0.251
21	0.608
22	0.275

VICINITY MAP



THE PHILLIP A. SMITH LEAGUE, SURVEY #26, ABSTRACT NUMBER 415

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4304), NAD83 (2011). ALL DISTANCES ARE ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.000077936.

UTILITY NOTE:

THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY). ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "DOUCET CONTROL" CAP SET. GRID COORDINATES SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS ON JANUARY 18, 2007. STATIC DATA PROCESSED BY OJPLUS AND TIED TO HAYS COUNTY MONUMENT #202.

ENGINEER:

DOUCET AND ASSOCIATES
7401 B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TX 78735

SURVEYOR:

DOUCET AND ASSOCIATES
7401 B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TX 78735

DRIPPING SPRINGS, HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPFS Firm #10105800 / TBPFS Firm #3937

Date: 12/11/2019
Scale:
Drawn by:















CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, June 08, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 April Harris Allison

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Secretary Andrea Cunningham

City Treasurer Shawn Cox

Public Works Coordinator Aaron Reed

Maintenance Director Craig Rice

Senior Planner Amanda Padilla

City Planner Abraham Martinez

IT Coordinator Misty Dean

Law Clerk Jordan Sims

Planning & Zoning Commission Chair Mim James

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

Council Member Harris-Allison led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public

hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

1. **Annual Report from the Dripping Springs Visitors Bureau, Pam Owens, CEO. Sponsor: Mayor Pro Tem Manassian**

Mary McRoberts, Dripping Springs Visitors Bureau Board of Directors President, introduced Pam Owens, Dripping Springs Visitors Bureau President/CEO.

Pam Owens gave the presentation which is on file.

No action was taken on this item.

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 May 11, 2021 and May 18, 2021 City Council regular meeting minutes.**
3. **Approval of a Resolution approving and accepting a construction bond for Bunker Ranch Phase 3 sitework, utilities, paving, and drainage.**

Filed as Resolution No. 2021-R17

4. **Approval of the May 2021 City Treasurer's Report.**
5. **Approval of the Amended FY 2022 Budget Calendar.**
6. **Approval of the Appointment of the City of Dripping Springs Municipal Court Judge for a two (2) year term ending June 1, 2023.**

A motion was made by Council Member Parks to approve Consent Agenda Items 2 – 6. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

With a quorum of the Board of Adjustment present, Chair Foulds proceeded with items for the Board's consideration.

Board Members present were:

Chair, Bill Foulds, Jr.
 Taline Manassian
 Wade King
 Geoffrey Tahuahua
 April Harris-Allison
 Sherrie Parks

BOARD OF ADJUSTMENT AGENDA

7. **Public hearing and consideration of possible action regarding VAR2021-0008: an application to consider a Special Exception to Parking Requirements for the property located at 249 Sportsplex Dr., Dripping Springs, TX 78620 (Legal Description: 1.293 Acres in the JWLP FAMILY Survey, Lot 6, Hays County). The applicant is asking for a special exception to Section 5.7.6 of the Zoning Ordinance which requires buildings with mixed uses to calculate parking requirements for the most intense use. As well as a variance to Section 5.6.2 Parking Based on use the applicant is proposing a different parking ratio for medical office. The last request is to utilize existing parking. Applicant: Jon Thompson**

Senior Planner Amanda Padilla informed the Board that the case number VAR2021-0008 is incorrect and it should read VAR2021-0007. All supplemental materials in the packet are correct for the case to be considered.

1. *Presentation* – No presentation was given.

2. *Staff Report*

Amanda Padilla's staff report is on file. The applicant has requested postponement of this item as they were unable to attend the meeting.

3. *Planning and Zoning Commission Report* – No report was given.

4. *Public Hearing* – No one spoke during the Public Hearing.

5. *Special Exception*

A motion was made by Board Member King to postpone consideration for VAR2021-0008: an application to consider a Special Exception to Parking Requirements for the property located at 249 Sportsplex Dr., Dripping Springs, TX 78620 (Legal Description: 1.293 Acres in the JWLP FAMILY Survey, Lot 6, Hays County) to the July 6, 2021,

Board of Adjustment meeting. Board Member Harris-Allison seconded the motion which carried unanimously 6 to 0.

CITY COUNCIL

BUSINESS AGENDA

Via unanimous consent, the City Council considered Business Agenda Items 8 and 9 concurrently.

- 8. Public hearing and consideration of possible action regarding CUP2021-0002: an application for a Conditional Use Permit to consider an ordinance approving Conditional Use Permit to allow for the use “Mobile food vendor - longer than 10 days” located at 310 Old Fitzhugh Rd, Dripping Springs, Texas. Applicant: Dog 'n' Bone LLC**

1. Presentation

Mike Pelland gave a presentation which is on file.

2. Staff Report

Amanda Padilla presented the staff report which is on file. Staff recommends approval of the conditional use permit.

3. Planning and Zoning Commission Report

Chair James presented the report. The Commission recommended approval 6 to 0.

4. Public Hearing

Pam Owens spoke in favor of the conditional use permit.

5. Conditional Use Permit

This permit was considered concurrently with Business Agenda Item 9.

- 9. Public hearing and consideration of possible action regarding CUP2021-0003: an application for a Conditional Use Permit to consider an ordinance approving a Conditional Use Permit to allow the use “Bar” to be located at 310 Old Fitzhugh Rd, Dripping Springs, Texas. Applicant: Dog 'n' Bone LLC**

1. Presentation

Mike Pelland gave a presentation which is on file.

2. Staff Report

Amanda Padilla presented the staff report which is on file. Staff recommends approval of the conditional use permit.

3. Planning and Zoning Commission Report

Chair James presented the report. The Commission recommended approval 6 to 0.

4. Public Hearing

Pam Owens spoke in favor of the conditional use permit.

5. Conditional Use Permit

A motion was made by Council Member King to approve CUP2021-0002: an application for a Conditional Use Permit to consider an ordinance approving Conditional Use Permit to allow for the use “Mobile food vendor - longer than 10 days” located at 310 Old Fitzhugh Rd, Dripping Springs, Texas; and, CUP2021-0003: an application for a Conditional Use Permit to consider an ordinance approving a Conditional Use Permit to allow the use “Bar” to be located at 310 Old Fitzhugh Rd, Dripping Springs, Texas. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

CUP2021-0002 Filed as Ordinance No. 2021-19

CUP2021-0003 Filed as Ordinance No. 2021-20

10. Public Hearing and consideration of possible action regarding CUP2021-0004: an application to consider an ordinance approving a Conditional Use Permit to allow for the use “Accessory Dwelling” located at 451 Oak Springs Drive, Dripping Springs, Texas. Applicant: Michael Cottone, Journey Remodeling.

1. Presentation

Applicant Michael Cottone was available for questions.

2. Staff Report

Abraham Martinez presented the staff report which is on file. Staff recommends approval of the conditional use permit.

3. Planning and Zoning Commission Report

Chair James presented the report. The Commission recommended approval 6 to 0.

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

5. Conditional Use Permit

A motion was made by Council Member Tahuahua to approve CUP2021-0004: an application to consider an ordinance approving a Conditional Use Permit to allow for the use “Accessory Dwelling” located at 451 Oak Springs Drive, Dripping Springs, Texas, with conditions set forth in the staff recommendation with an amendment to condition 6

to change from occupation to issuance of certificate of occupancy. Council Member King seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-21

- 11. Discuss and consider the Selection of Bid for Grounds Maintenance Contract and approval of Grounds Maintenance Contract with selected bidder. Sponsor: Councilmember Wade King**

Craig Rice presented the staff report which is on file. Staff recommends the selection of Elk Ridge Mowing.

A motion was made by Council Member Harris-Allison to select the bid submitted by Elk Ridge Mowing, and to approve the Grounds Maintenance Contract with Elk Ridge Mowing. Council Member Parks seconded the motion which carried unanimously 5 to 0.

- 12. Discuss and consider approval of a Wastewater Service and Fee Agreement between the City of Dripping Springs and Blue Ridge 3, LLC regarding the Blue Ridge Office Park.**

Ginger Faught presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Council Member King to approve a Wastewater Service and Fee Agreement between the City of Dripping Springs and Blue Ridge 3, LLC regarding the Blue Ridge Office Park. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

- 13. Discuss and consider approval of a professional service agreement with Freese & Nichols Engineering for PS&E design of the Rob Shelton pedestrian improvements CSJ 0914-33-087 funded by the 2019 TxDOT TASA grant program.**

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

A motion was made by Council Member Tahuahua to approve a professional service agreement with Freese & Nichols Engineering for PS&E design of the Rob Shelton pedestrian improvements CSJ 0914-33-087 funded by the 2019 TxDOT TASA grant program. Council Member Parks seconded the motion which carried unanimously 5 to 0.

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

1. Staff Report

Shawn Cox presented the staff report which is on file. Staff recommends approval of the budget amendment.

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

3. Budget Amendment Ordinance

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance of the City of Dripping Springs, Texas amending the current 2020-2021 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-22

REPORTS

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

- 15. Maintenance Director's Monthly Report**
Craig Rice, Maintenance Director
- 16. Development Agreement Working Group Report**
Laura Mueller, City Attorney
- 17. City Attorney Report**
Laura Mueller, City Attorney

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property, and regarding Executive Session Agenda Items 21 – 22. Council Member King seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

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

- 18. Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
- 19. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 20. Consultation with City Attorney regarding legal issues related to Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD 11.** *Consultation with City Attorney, 551.071*
- 21. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the**

Town Center Project and uses. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

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

The City Council met in Executive Session from 7:36 – 7:50 p.m.

No action or vote was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:50 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to pull Executive Session Agenda Item 22 into Open Session for consideration. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

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

A motion was made by Mayor Pro Tem Manassian to authorize staff to make an offer related to the South Regional Water Reclamation Expansion Project Easement Acquisition up to the updated appraisal amount as discussed in Executive Session. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council Meetings

June 15, 2021 at 6:00 p.m.
 July 7, 2021 at 6:00 p.m.
 July 20, 2021 at 6:00 p.m.
 August 3, 2021 at 6:00 p.m.
 August 17, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

June 9, 2021 Utility Commission at 4:00 p.m.
 June 14, 2021 TIRZ No. 1 & No. 2 Board at 4:00 p.m.
 June 14, 2021 Founders Day Commission at 6:30 p.m.
 June 17, 2021 Farmers Market Association Board at 10:00 a.m.
 June 17, 2021 Emergency Management Commission at 12:00 p.m.

ADJOURN

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

This regular meeting adjourned at 7:51 p.m.

APPROVED ON: July 6, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



CITY COUNCIL WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, June 15, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 City Attorney Laura Mueller
 City Treasurer Shawn Cox
 City Secretary Andrea Cunningham
 IT Coordinator Misty Dean
 Parks & Community Service Director Kelly Schmidt
 Programs & Aquatics Manager Mack Rusick
 Communications Director Lisa Sullivan
 Utility Commission Vice Chair Chuck Miller

WORKSHOP

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

- Presentation and discussion regarding Budget Activities related to the City of Dripping Springs Fiscal Year 2022 Budget.** *Shawn Cox, Finance Director / City Treasurer.*

Shawn Cox gave the presentation which is on file.

CITY COUNCIL

PLEDGE OF ALLEGIANCE

Council Member Geoffrey Tahuahua led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

2. **Approval of Proclamation proclaiming June 19, 2021 at "Juneteenth Freedom Day" in the City of Dripping Springs, Texas.** Sponsor: Council Member King

Council Member King read the proclamation and presented it to Dripping Springs Community Empowering Positive Change representative Elizabeth Alaniz and Juneteenth Artist Mikiko Kudo.

Via unanimous consent, the City Council approved a Proclamation proclaiming June 19, 2021 at "Juneteenth Freedom Day" in the City of Dripping Springs, Texas.

CONSENT AGENDA

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

3. **Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Road Bonds by Headwaters Municipal Utility District of Hays County.** Applicant: Tony Corbett, McClean & Howard, L.L.C.

Filed as Resolution No. 2021-R18

4. **Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Utility Bonds by Headwaters Municipal Utility District of Hays County.** Applicant: Tony Corbett, McClean & Howard, L.L.C.

Filed as Resolution No. 2021-R19

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 3 – 4. Council Member King seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

5. **Discuss and consider approval of an Amendment to the Founders Day Pool and Pavilion Use Agreement between the City of Dripping Springs and Tiger Splash Texas Amateur Athletic Federation Swim Team's.** *Sponsor: Council Member King*

Mack Rusick presented the staff report which is on file. Staff recommends approval of the amended agreement.

A motion was made by Council Member King to approve an Amendment to the Founders Day Pool and Pavilion Use Agreement between the City of Dripping Springs and Tiger Splash Texas Amateur Athletic Federation Swim Team's. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

6. **Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Environmental Concepts, LLC for services related to Environmental Health and On Site Sewage Facilities.** *Sponsor: Council Member Harris-Allison*

Michelle Fischer presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Council Member Harris-Allison to approve a Professional Services Agreement between the City of Dripping Springs and Environmental Concepts, LLC for services related to Environmental Health and On Site Sewage Facilities. Council Member Parks seconded the motion which carried unanimously 5 to 0.

7. **Discuss and consider acceptance of annexation petition for a portion of the Cannon Tract of approximately 97.049 acres of land out of the Philip A. Smith Survey Number 26, Abstract Number 415, and the C.H. Malott Survey, Abstract Number 693, Hays County, Texas located directly east of Rob Shelton Blvd. and directly south of Founders Park Road in the extraterritorial jurisdiction of the City of Dripping Springs, Texas.** *Applicant: Steven Pierce, Ashton Austin Residential LLC.*

Laura Mueller presented the staff report which is on file. Staff recommends acceptance of the petition.

A motion was made by Council Member Harris-Allison to accept an annexation petition for a portion of the Cannon Tract of approximately 97.049 acres of land out of the Philip A. Smith Survey Number 26, Abstract Number 415, and the C.H. Malott Survey, Abstract Number 693, Hays County, Texas located directly east of Rob Shelton Blvd. and directly south of Founders Park. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

REPORTS

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

8. Economic Development Committee Report

Kim Fernea, EDC Chair

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Item 11. Council Member King seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

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

- 9. 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*
- 10. Consultation with City Attorney regarding legal issues related to Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD 11.** *Consultation with City Attorney, 551.071*
- 11. Consultation with City Attorney regarding legal issues related to the South Regional Water Reclamation Expansion Project Easement Acquisition and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 12. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, Public Safety, and Emergency Orders.** *Consultation with City Attorney, 551.071*

The City council met in Executive Session from 6:42 - 6:52 p.m.

No action or vote was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 6:52

OPEN SESSION

UPCOMING MEETINGS

City Council & BOA Meetings

July 6, 2021 at 6:00 p.m. (CC & BOA)

July 20, 2021 at 6:00 p.m.

August 3, 2021 at 6:00 p.m. (CC & BOA)

August 17, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

June 16, 2021 DSRP Board Special Meeting at 12:00 p.m.

June 17, 2021 Farmers Market Association Board at 10:00 a.m.

June 17, 2021 Emergency Management Commission at 12:00 p.m.

June 22, 2021 Planning & Zoning Commission at 6:30 p.m.

June 23, 2021 Economic Development Committee at 4:00 p.m.

June 28, 2021 Transportation Committee at 3:30 p.m.

July 1, 2021 Historic Preservation Commission at 4:00 p.m.

July 1, 2021 Parks & Recreation Commission at 6:00 p.m.

ADJOURN

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

This regular meeting adjourned at 6:53 p.m.

APPROVED ON: July 6, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: July 6, 2021

Agenda Item Wording: Approval of a Resolution Accepting Improvements as Complete and Approving a Maintenance Bond for Arrowhead Ranch Subdivision Phase 3 Streets, Drainage, and Wastewater Improvements, and Releasing a Construction Bond

Agenda Item Requestor:

Summary/Background: Cash Construction has completed Street, Drainage, and Wastewater Improvements for Arrowhead Ranch Subdivision Phase 4. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan.

**Commission
Recommendations:**

**Recommended
Council Actions:** City Staff recommends approval

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2021-

**ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING A
MAINTENANCE BOND FOR ARROWHEAD RANCH SUBDIVISION
PHASE 3 STREETS, DRAINAGE, WASTEWATER, AND EROSION
CONTROL AND RELEASING A CONSTRUCTION BOND**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS,
TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AS
COMPLETE AND APPROVING AND ACCEPTING A
MAINTENANCE BOND FOR ARROWHEAD RANCH
SUBDIVISION PHASE 3 STREETS, DRAINAGE,
WASTEWATER IMPROVEMENTS, AND EROSION
CONTROL AND RELEASING A CONSTRUCTION BOND,
PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE
& MEETING

WHEREAS, Cash Construction Company, Inc. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Arrowhead Ranch Subdivision Phase 3 Streets, Drainage, Wastewater, and Erosion Control (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Arrowhead Ranch Subdivision Phase 3; and

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

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

WHEREAS, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of March 29, 2021 and the maintenance bond period of Two (2) Years begins on the date of acceptance; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Streets, Drainage, and Wastewater Improvements at the Arrowhead Ridge Subdivision Phase 3 as complete.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bonds No. 107380310, from Travelers Casualty and Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. The City Council hereby releases the Contractor's Construction Bond No. 9351188. Bond.
5. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bonds No. 107380310: Cash Construction Inc., and Travelers Casualty and Insurance Company)

MAINTENANCE BOND

Bond No.: 107380310

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc.,
as Principal, and Travelers Casualty and Surety Company, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto City of Dripping Springs, as Obligee, in the
total sum of One Hundred Twenty-seven Thousand Three Hundred Thirty-six & 60/100
U.S. Dollars (\$127,336.60) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated June 22, 2020 for
Contract No. 932- Arrowhead Ranch Phase 3 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 2 year(s) commencing on April 1, 2021 (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 24th day of March, 2021.

Cash Construction Company, Inc.

(Principal)

By: 

Travelers Casualty and Surety Company

By: 

Camille M. Cruz

, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille M. Cruz, of Atlanta Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of March, 2021.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh



Carlson, Brigance & Doering, Inc.
Civil Engineering ♦ Surveying

Item # 6.

5501 West William Cannon • Austin, Texas 78749
Phone (512)280-5160 • Fax (512)280-5165

ENGINEER'S CONCURRENCE FOR ACCEPTANCE

PROJECT: ARROWHEAD RANCH PHASE 3

SCOPE OF WORK: W WW X S/D X **ALL**

Owner's Name and Address

Consultant Engineer's Name
and Address

<u>TF Arrowhead, L.P.</u>	<u>Carlson, Brigance & Doering, Inc.</u>
<u>Starwood Land Ventures, LLC</u>	<u>Douglas R. Rummel, P.E.</u>
<u>6310 Capital Drive, Suite 130</u>	<u>5501 West William Cannon Drive</u>
<u>Bradenton, Florida 34202</u>	<u>Austin, Texas 78749</u>

This is to certify that I, the undersigned professional engineer, or my representative, have visited the referenced project site during construction. We have reviewed construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project finding the project at least 95% complete. We find no discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the City of Dripping Springs upon satisfactory correction of the following items:

Established Revegetation



Seal

[Signature]

Douglas R. Rummel, P.E.

3.29.21

Date

93648

Texas Registration Number

CARLSON, BRIGANCE & DOERING, INC.
(F-3791)

Surety BondBond No. 9351188

KNOW ALL MEN BY THESE PRESENTS, That we TF Arrowhead Ranch, L.P.,
 as Principal, and Fidelity and Deposit Company of Maryland of Schaumburg, IL,
 authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the
City of Dripping Springs, TX as Oblige, in the maximum penal sum of
One Million Four Hundred Twenty Three Thousand Four Hundred Eighty Eight Dollars and NO/100 (\$ 1,423,488.00),
 lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement dated _____, with the Oblige to perform services in accordance with the terms
 and conditions of the ARROWHEAD RANCH PHASE 3 DRAINAGE, WATER AND WASTEWATER IMPROVEMENTS
 (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly
 perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept a renewable bond, this Bond shall be effective for the period of 10/20/2020, to 10/20/2021,
 and may be extended for additional one (1) year periods from the expiration date hereof, or any future expiration date, unless the
 Surety provides to the Oblige not less than thirty (30) days advance written notice of its intent not to renew this Bond.
2. Neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises
 its right to not renew this Bond, shall itself constitute a loss to the Oblige recoverable under this bond or any extension thereof.
3. This bond shall have final and definite expiration date of _____.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless
 same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force, the liability of the Surety shall not be cumulative and shall in no event exceed the
 amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing and addressed to the parties at the
 addresses specified below. Any demand or request for payment must be made prior to the effective date of nonrenewal.

If to Surety: Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196
847-605-6000

7. This Bond shall be void unless signed and acknowledged by the Oblige below.

SIGNED, SEALED AND DATED this 20TH day of October, 2020.

TF Arrowhead Ranch, L.P.

Principal

By: [Signature]

Fidelity and Deposit Company of Maryland

By: [Signature]

Kathleen M. Coen

Attorney-In-Fact

Signed and acknowledged as to the Oblige, this _____ day of _____, _____.

By: _____

S-5025c
 PRF76011ZZ0404f

Page 1 of 1

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of October, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way Schaumburg, IL
60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Gary J. GIULIETTI, Holly L. LYNCH, Michelle G. HIGGINS, Holly TALLONE, Louis J. BENSINGER, Kathleen M. COEN and Tammy L. OREHEK**, all of Farmington, Connecticut **EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of June, A.D. 2019.



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



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

Submitted By: Craig Rice, Maintenance Director

Council Meeting Date: July 6th, 2021

Agenda Item Wording: **Discuss and consider termination of the existing Professional Services Agreement and approval of a new Professional Services Agreement between the City of Dripping Springs and Daikin Applied related to HVAC services at the Dripping Springs Ranch Park & Event Center.**

Agenda Item Requestor:

Summary/Background: The existing professional services agreement between the City of Dripping Springs and Daikin Applied is set to expire September 17th, 2022 and covers preventative maintenance of two (2) Daikin RTU package units. This agreement does not cover preventative maintenance with the split units over the concession stand and offices in the existing building. City maintenance staff currently conducts preventative maintenance for the units above the concession stand and offices and do not have the capabilities to maintain the bigger commercial units. This agreement also does not cover any of the additional units in the new expansion side of Dripping Springs Ranch Park.

The new professional services agreement between the City of Dripping Springs and Daikin Applied would begin an initial term of 3 years and would cover all HVAC units at the Dripping Springs Ranch Park facility in the existing building and new expansion. Daikin would perform preventative maintenance on the following:

- Two (2) Daikin Maverick RTUs
- Two (2) Carrier 17-ton RTUs
- Two (2) Carrier split systems (3-ton and 4-ton)
- One (1) Greenheck packaged unit
- One (1) mini-split system

**Commission
Recommendations:**

**Recommended
Council Actions:** Approve the termination of the existing professional services agreement between the City of Dripping Spring and Daikin Applied.

Approve the new professional services agreement between the City of Dripping Springs and Daikin Applied.

Attachments:

2019 – Daikin Applied_PSA DSRP HVAC Services
Daikin Maintenance Agreement Proposal – DSRP

Next Steps/Schedule:

MAINTENANCE AGREEMENT PROPOSAL



C04294 Dripping Springs Ranch Park MA ADDITION | MA

1042 Event Center Dr,
Dripping Springs, TX
78620

Proposal #: Q-00056502
License #: TACLA009356C

Prepared for:

Craig Rice

Dripping Springs Ranch Park
6/15/2021

Prepared by:

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

Scope of Services

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

Scope of Work

Daikin shall perform preventive maintenance of HVAC systems units.

Includes:

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

Program Overview

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

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

Personnel

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

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

Duration:

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

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

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

Emergency Service Response

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

Pricing and Acceptance

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

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

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

**Price does not include applicable sales tax*

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

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

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

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

Craig Rice
Dripping Springs Ranch Park

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

Accepted by:

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

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

Inspection Program Responsibilities

1. **Daikin Applied agrees to:**

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

2. **Customer agrees to:**

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

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

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

Activities Section & Tasking List

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

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

Manufacturer/Model/Serial:

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

Operational Inspection:

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

Pre-Cooling (Spring)- Seasonal Inspection:

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

Coils Services:

- Clean condenser coils.

DAIKIN APPLIED AMERICAS INC.

TERMS & CONDITIONS

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

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

DA09172019

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 17th day of September 2019, by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City”) and **Daikin Applied** (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** The City, in maintaining the facilities offered to its citizens at Dripping Springs Ranch Park (“Ranch Park”) seeks to contract with Daikin for the following HVAC Service and Repair with an initial inspection, data logging, and commissioning of two (2) Daikin MPS package units.
2. **Scope of Work:** The scope of work, more fully described in Attachment “A” and Attachment “B” would include inspection of the units at Ranch Park as well as recommended maintenance moving forward, respectively.

Inspection services covered by Attachment “A” include but are not limited to the following:

- a. Review submittals
- b. Data logging of Microtech controllers
- c. Proper setup of time/date/etc. information
- d. Review configuration settings, adjust as necessary
- e. Check sensors and calibrations
- f. Check unit for proper operation, interlocks, controls, and excessive noise or vibration
- g. Tighten all starter, motor, and control connections
- h. Visually inspect condition of starter contacts for wear, pitting, and any signs of overheating
- i. Inspect overload settings
- j. Meg compressor motor and record readings
- k. Clean evaporator drain pan and condensate trap
- l. Check belts for condition, proper tension, and alignment. Adjust tension if required.
- m. Inspect condition of motors (bent blades, debris, proper rotation and airflow)
- n. Check unit controls and thermostats
- o. Check operation of crankcase heater
- p. Start unit and check operating and safety controls
- q. Check sight glass(es) for flashing/moisture and/or oil presence

Maintenance services covered by Attachment “B” include but are not limited to the following preventative maintenance of two (2) Daikin package units serving the Family Center:

- a. Quarterly maintenance on two (2) Maverick RTUs
- b. Check of Microtech controllers
- c. Annual condenser coil washing
- d. Annual blower belt replacement
- e. Quarterly Filter replacement

- 3. Payment for Services:** The fee for inspection services is \$1,512.00 (One thousand, five hundred twelve dollars and zero cents) and does not include additional fees outside of the scope of work as may be incurred for equipment repair and emergency service response. The fee would be billed in full and due upon completion of services. Costs for inspection services are outlined in Attachment “A”.

The fee for maintenance services would be due annually, upon Contractor invoicing the City, and vary at the following rates, outlined in Attachment “B”:

Year 1	\$3,072.00 (\$768/quarter)
Year 2	\$3,168.00 (\$792/quarter)
Year 3	\$3,264.00 (\$816/quarter)

Payment for the above services shall be paid within thirty (30) days of receipt and approval of the invoice submitted by the Contractor. Any additional costs not listed above shall only be paid by the City if such cost is presented in writing and approved by the City as required by City policy and state law including additional maintenance or costs related to refrigerant.

- 4. Duration:** This Agreement shall be in effect for a period of three years (36 months), unless terminated as provided below. Contractor shall start work immediately after the execution of this Agreement.
- 5. Renewal:** This Agreement shall not automatically renew after its duration of three years (36 months).
- 6. Termination:** Either party may terminate this Agreement by providing thirty (30) day written notice to the other party. Either party may terminate this Agreement upon breach of this Agreement including, but not limited to, failure to provide services as listed in the scope of services by the Contractor if such breach remains uncured after ten (10) business days after written notice of the breach.
- 7. 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 engineering services.
- 8. Limitations:** During the period the Consultant is covered by this Agreement, the Consultant will contact the City in writing if a potential conflict of interest with a third-party client exist. If the City Council finds that a project for a third-party client of the Consultant has a direct conflict with the City, the City Council shall contact the Consultant in writing. If the conflict

of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement by providing a seven (7) day written notice to the other party.

9. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
10. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Agreement, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire Form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
11. **Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
12. **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 negligent acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents. City shall not indemnify the Contractor and any provision in the Attachment that requires indemnification by the City shall be preempted by this provision.
13. **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.
14. **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
PO Box 384
Dripping Springs, TX 78620

For the Contractor:

Daikin Applied
Attn: Adam P. Neveu
12100 Crownpoint, Suite 150
San Antonio, TX 78233

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.

- 15. 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 a conflict exists between this Agreement and Attachments "A" and "B", this Agreement shall prevail.
- 16. Amendment:** This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 17. 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.
- 18. 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.
- 19. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 20. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:



 Todd Purcell, Mayor

9/19/19

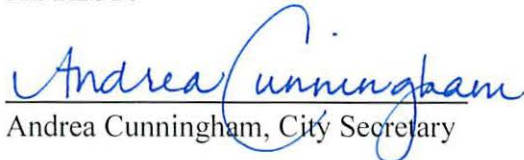
 Date

DAIKIN APPLIED:

 Ted Godawski, ROSM

 Date

ATTEST:



 Andrea Cunningham, City Secretary



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.

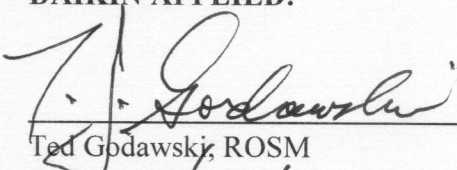
- 15. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If a conflict exists between this Agreement and Attachments "A" and "B", this Agreement shall prevail.
- 16. Amendment:** This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 17. 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.
- 18. 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.
- 19. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 20. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

Todd Purcell, Mayor

Date

DAIKIN APPLIED:


Ted Godawski, ROSM

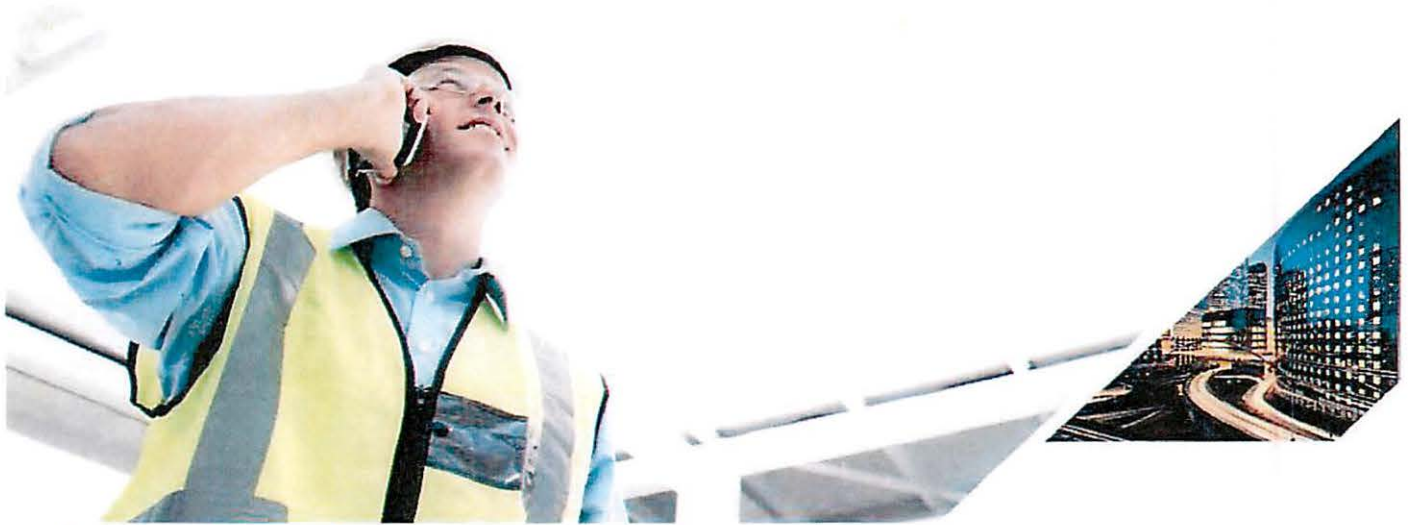
Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”

Service & Repair Proposal



Service & Repair Proposal DS Ranch Park Commissioning | SR

1042 Event Center Dr,
Dripping Springs, Texas
United States, 78620

Proposal #: Q-00035505

License #: TACLA009356C

8/28/2019

Prepared for:

Lynne Dickinson
Center Manager
Dripping Springs Ranch Park

Prepared by:

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



Scope of Services

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

Scope of Work

BUYBOARD 558-18

Daikin shall perform an initial inspection, data logging and commissioning of two (2) Daikin MPS package units

- Review submittals
- Data logging of Microtech controllers
- Proper setup of time/date/etc information
- Review configuration settings, adjust as necessary
- Check sensors and calibrations
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts for wear, pitting, and any signs of overheating.
- Inspect overload settings
- Meg compressor motor and record readings
- Clean evaporator drain pan and condensate trap
- Check belts for condition, proper tension, and alignment. Adjust tension if required.
- Inspect condition of motors (bent blades, debris, proper rotation and airflow)
- Check unit controls and thermostats
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Check motor operating voltage and amperage
- Check operation of crankcase heater
- Start unit and check operating and safety controls
- Check sight glass(es) for flashing / moisture and/or oil presence

BUYBOARD 558-18

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

©2019 Daikin Applied

Page | 2

Service & Repair Proposal
Proposal #: Q-00035505
Adam Neveu



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

Standard Exclusions:



Pricing and Acceptance

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

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$1,512.00 One Thousand, Five Hundred Twelve dollars and Zero cents

***Price does not include applicable sales tax**

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

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

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

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

Lynne Dickinson
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, Texas
United States, 78620

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Proposal #: Q-00035505

Note: This Agreement is subject to final approval by Daikin Applied.
Regulated by The Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 1-800-803-9202



DAIKIN APPLIED AMERICAS INC. TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.



10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



ATTACHMENT “B”

Care Maintenance Agreement



Daikin Care Maintenance Agreement Ranch Park | MA

1042 Event Center Dr,
Dripping Springs, Texas
United States, 78620

Proposal #: Q-00033521
License #: TACLA009356C
7/22/2019

Prepared for:
Leonard Jones
Maintenance Superintendent
Dripping Springs Ranch Park

Prepared by:
Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
Email: adam.neveu@daikinapplied.com



A Proven Partner

Our customers count on Daikin Applied to design and manufacture technologically advanced commercial HVAC systems that deliver the highest efficiency and solutions that extend the life their building systems.

Our Company

Daikin Applied is a wholly owned subsidiary of Daikin Industries, Ltd. the largest air conditioning manufacturer in the world. Product innovation is a hallmark at Daikin Applied. Customers rely on products like Magnitude® magnetic bearing chillers, Pathfinder® air cooled chillers, Rebel® rooftop units, SmartSource® water source heat pumps, and Modular Central Plants for exceptional efficiency, reliability, and sustainability.

Our Values

Quality and comfortable air is central to our lives – at work and at play. We strive to improve Indoor Environmental Air Quality in the buildings we serve. Quality people delivering quality products. From concept and design through production and delivery we are committed to making the products you receive a reliable component of your building system.

We continue to challenge ourselves to develop new technologies that minimize energy usages and maximize comfort. Across Daikin, we believe little efforts that individuals can make to protect the environment can add up to big things.

Locations

Daikin Applied has more than six million square feet of manufacturing facilities at 12 plants on three continents. We have locations with more than 5,000 dedicated employees around the world. All our manufacturing facilities in the United States are ISO 9001 certified. For more information, visit www.DaikinApplied.com.

The award-winning Daikin Applied Development Center, at our headquarters in Plymouth, Minnesota, is the world's most advanced facility for HVAC research and development. Every day our people work to develop HVAC technologies that reduce energy consumption and the carbon footprint of the buildings where they will be used.



Daikin Care Plan – Scope of Services

Thank you for selecting Daikin Applied service to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied is pleased to offer the Daikin Care Plan proposal for your consideration.

Scope of Work

Daikin shall perform preventive maintenance of two (2) Daikin package units serving the Family Center. Includes:

Quarterly maintenance on two (2) Maverick RTUs.

Check of Microtech controllers

Annual condenser coil washing

Annual blower belt replacement

Quarterly Filter replacement

Program Overview

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

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

Personnel

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

Emergency Service Response

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

**Equipment Repair**

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Services will be performed by Daikin Applied at an additional cost. Daikin Applied will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.



Standard Exclusions:

Equipment Schedule

Equipment Type	Qty	Manufacturer/Model/Serial	Annual	Operational
Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling)	2	DAIKIN MPS040F FBOU130702190, DAIKIN MPS040F FBOU130702200	1	3

Equipment Programs and Emergency Coverage

Equipment Type	Qty	Manufacturer/Model/Serial	Program	Emergency Coverage
Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling)	2	DAIKIN MPS040F FBOU130702190, DAIKIN MPS040F FBOU130702200	Inspection Plus	Reg



Pricing and Acceptance

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

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

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 9/1/2019 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

This proposal is valid for: 30 Days

Payment will be In Advance as follows: on the first day of each Quarter beginning on 9/1/2019 the (Effective Date) of this agreement, Daikin Applied will provide an invoice in the amount of \$768.00 and will be due upon receipt.

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



Investment Amount and Billing Terms:

Investment for Daikin Care Plan - Maintenance Agreement is:

Year 1 - \$3,072.00 Three Thousand, Seventy Two dollars and Zero cents

***Price does not include applicable sales tax**

Year	Amount
year 1	\$3,072.00 (\$768/quarter)
year 2	\$3,168.00 (\$792/ quarter)
year 3	\$3,264.00 (\$816/ quarter)

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

Leonard Jones
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, Texas, 78620
United States

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Proposal #: Q-00033521

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

Regulated by The Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 1-800-803-9202



Inspection Agreement

1. Daikin Applied agrees to:

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

2. Customer agrees to:

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

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

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



Activities Section & Tasking List

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

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

Manufacturer/Model/Serial:

DAIKIN | MPS040F | FBOU130702190,

DAIKIN | MPS040F | FBOU130702200

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Replace 2" pleated air filters
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check compressor operation. Check oil level in compressor. *
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.



Pre-Cooling (Spring)- Annual/Seasonal Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Replace 2" pleated air filters
- Visually inspect coils for damage, obstructions, and cleanliness.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Clean evaporator drain pan and condensate trap. *
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace annually
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check vibration isolation pads and springs. *
- Check unit controls, thermostat, economizer, valves, dampers, louvers, linkage, and shutters. Lubricate all pivot points. *
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
- Check motor operating voltage and amperages.
- Check compressor operation.
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Check operation of unit control module. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.
- Clean coils.



DAIKIN APPLIED AMERICAS INC.

TERMS & CONDITIONS

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



10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

Daikin Applied

Date: _____

Order _____

Amount: _____

G.O.No: _____

Field _____

Office: _____

Salesman: _____

Daikin Applied Service Credit Application**Must Be Filled Out For All New Customers**

Email to: LeAnn.Gonzalez@DaikinApplied.com

Purchasing Customer:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Person To Contact _____

Tax ID # _____ (If tax exempt, copy of exempt cert.
required)

D&B # _____

Purchase Orders Made Out To Daikin Applied Required With Each OrderInterested in discount? ☐ Yes ☐ No**CURRENT FINANCIAL STATEMENT REQUIRED**

Bank Name: _____ City: _____ State: _____ Zip: _____

Account No: _____ Person to Contact _____

BONDING INFORMATION

Bonding Agent: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

PRINCIPAL SUPPLIERS

Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

If "Sold To" is a management company as agents for owner, also attach credit application for owner.

EMAIL TO : LEANN.GONZALEZ@DAIKINAPPLIED.COM



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

Submitted By: Emily Nelson, DSRP Manager

Council Meeting Date: 7/06/2021

Agenda Item Wording: Discuss and consider approval of an Agreement between the City of Dripping Springs and Jani-King for Custodial Services at Dripping Springs Ranch Park for regular and post-event cleaning.

Agenda Item Requestor: Emily Nelson

Summary/Background: The agreement with Jani-King will allow for after hours regular cleaning of main public lobby areas and restrooms. This will also allow for after hours cleaning of the facility after events which will allow the spaces to be ready the next day for incoming events. The current vendor, Cintas, is not providing the services that the City needs in the manner the City needs them.

Commission Recommendations: N/A

Recommended Council Actions: Approval.

Attachments: Agreement.

Next Steps/Schedule: If approved, staff will proceed with scheduling services.

MAINTENANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, and effective the _____ day of _____, 2021 between **the City of Dripping Springs, Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs, Texas 78620** and **Jani-King of Austin, 2523 South Lakeline Boulevard, Cedar Park, Texas 78613.**

WHEREAS, Client is desirous of the services of Jani-King for the purpose of keeping the building properly cleaned as outlined, (Exhibit A), and;

WHEREAS, Jani-King is in the business of providing maintenance and janitorial services under the trade name and style of "Jani-King" and desires to contract and agree with Client for the performance of said janitorial services to be further set out in this contract.

NOW THEREFORE, in consideration of the faithful performance of the services hereinafter specified, in the manner and at the times specified, the compensation to Jani-King to be set out in the Pricing Schedule attached hereto and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed to the mutual benefit of each of the parties, it is hereby contracted and agreed as follows:

I.

Client agrees to furnish all equipment, tools and other paraphernalia necessary to the performance of the duties, said duties being to maintain the Named Areas in a neat and orderly condition as outlined in the Cleaning Schedule attached hereto. **Jani King to supply an auto scrubber.** Client warrants that the premises to be serviced are free of Asbestos, hazardous materials and/or holds Jani-King harmless from any and all liability for its personnel's exposure to such hazardous or harmful conditions, to the extent allowed by law.

II.

In consideration of the faithful performance by Jani-King of the duties hereunder, Client agrees to pay Jani-King the total minimum sum of (See attached Pricing Schedule) per month on the first day of each month for the rendition of the immediate preceding months services during the term hereof. Credits for nationally recognized holidays were predetermined and given as part of the monthly charge herein. (Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, New Years Day.)

III.

It is expressly agreed that Jani-King is not and shall not be during the term hereof, employees of Client. Jani-King is an independent contractor and in this regard Jani-King will not be within the protection or coverage of Client's Workers Compensation Insurance. Client will not withhold Social Security, Federal or State Income Tax or other deductions made from the sums agreed to be paid to Jani-King; the same being contract payments, not wages.

IV.

From time to time as the parties may agree, the amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area or space serviced and the kind, amount or frequency of services

to be rendered. Such modifications shall be binding only if in writing and signed by both parties and attached hereto. In addition, Jani-King will charge Client a 3% price elevator beginning at the second anniversary of the contract and every anniversary thereafter.

V.

It is agreed that Jani-King will select the personnel to perform its obligations hereunder. Clients warrants, covenants, and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, Client will not employ any employees, representatives and/or franchisees of Jani-King. Jani-King warrants, covenants and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, it will not employ any employees, representatives and/or franchisees of Client.

VI.

This agreement shall automatically terminate immediately if either party files a petition in bankruptcy or is adjudged bankrupt; institutes or suffers to be instituted any procedure in bankruptcy court for reorganization or rearrangement of its financial affairs; has a receiver of its assets or property appointed because of insolvency; or makes a general assignment for the benefit of creditors.

VII.

The term of this agreement shall be for one (1) year from the date hereof and thereafter shall automatically be extended on the same terms and conditions until termination by one of the parties hereto. Client or Jani-King shall have the right to terminate this contract upon thirty (30) days written notice via certified mail to the other party.

VIII.

It shall be Client's responsibility to calculate the area or square footage to be serviced and to advise Jani-King of such calculations. In the event the area or square footage to be serviced shall change for any reason, Client agrees to notify Jani-King thirty (30) days prior to any such change. Client warrants the calculations of area or square footage to be serviced shall be correct to the best of Client's knowledge. In the event the calculations of area or square footage reported to Jani-King are determined to be less than that actually serviced, then, in that event, Client shall immediately pay to Jani-King for all such shortages incurred to date and the calculation shall be deemed modified to include such shortages in area or square footage for future service.

IX.

Any controversy or claim arising out of or relating to this contract, or any breach hereof, shall be settled in accordance with the law of the State of Texas and the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

X.

Mandatory Disclosures: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government

Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>

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

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:

If for the City:
City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

If for the Contractor:
Jani-King
.

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.

CITY OF DRIPPING SPRINGS:

Jani-King:

Bill Foulds, Jr. Mayor

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT A
TO JANI-KING MAINTENANCE AGREEMENT
Cleaning Schedule, Initial Clean, Pricing Schedule, Additional Cleans Option

Location(s) Where Services Will be performed:

Street: 1042 Event Center Drive
Ste. #
City: Dripping Springs
State: Texas
Building Name(s):



Cleaning Schedule

I. Weekly Cleaning

A. All Office Areas, Lobby

- All trash receptacles are to be emptied and trash removed to a collection point. (Liners to be furnished by Client.)
- Thoroughly dust all horizontal and vertical surfaces of counters, desks, file cabinets, table, chairs, windowsills, pictures, and all manner of office furniture.
- Vacuum all entryway and area rugs.
- Dust mop hard surface floors, taking care to get into corners, along edges and beneath furniture with treated dust mop.
- Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- Thoroughly clean and dry polish entrance door glass.
- Spot clean partition glass for fingerprints and smudges.



Cleaning Schedule

I. Weekly Cleaning

B. Restrooms

- Stock towels, tissue, and hand soap. (To be furnished by Client.)
- Empty trash receptacles and damp wipe with a disinfectant. (Liners to be furnished by Client.)
- Clean and polish mirrors.
- Wipe towel cabinet covers and dispensers.
- Toilets to be cleaned and sanitized inside and outside. Polish bright work.
- Toilet seats to be cleaned and sanitized on both sides.
- Scour and sanitize all sinks. Clean countertops. Polish bright work.
- Shower to be cleaned and sanitized inside and outside. Polish bright work.
- Dust tops of mirrors and frames.
- Sweep/vacuum hard surface floors.
- Spot clean doors, walls, and partitions. Wipe underneath dispensers.
- Wet mop and rinse restroom floors with disinfectant.

Cleaning Schedule

I. Weekly Cleaning

C. Large Concession

- All trash receptacles are to be emptied and trash removed to a collection point. (Liners to be furnished by client)
- Clean and polish sinks. Polish bright work.
- Wipe down counters and stainless steel tables.
- Thoroughly clean exterior of appliances to present a neat appearance.
- Sweep or vacuum and damp mop floors, taking care to get underneath equipment.



Cleaning Schedule

II. Monthly Cleaning

A. All Named Areas

- Accomplish all high dusting not reached in the above mentioned cleaning.
- Thoroughly dust all blinds and window coverings.
- Remove fingerprints and marks from around light switches, doors and door frames.
- Vacuum heat and/or air vents.
- Clean all telephones using a disinfectant.



Cleaning Schedule

III. Per Occurrence Cleaning

A. Concession Plaza, Exhibit Hall, Main Event Room, Small Event Room, Landing, Hallways

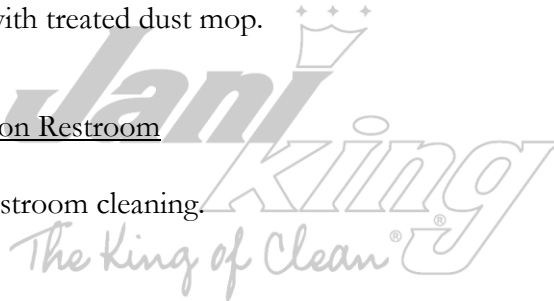
- Thoroughly sweep all hard surface floors, taking care to get into corners and along edges.
- Machine Scrub all hard surface floors.

B. Concession, Small Concession

- Clean and polish sinks. Polish bright work.
- Thoroughly clean all stainless-steel surfaces taking care to remove spills and fingerprints.
- Thoroughly clean exterior of appliances to present a neat appearance.
- Thoroughly sweep and damp mop all hard surface floors, taking care to get into corners, along edges and beneath furniture with treated dust mop.

C. Main Restroom, Expansion Restroom

- See provided scope for restroom cleaning.



Other Services

1. Janitor closets, equipment and materials shall be kept in a neat, clean and orderly condition at all times.
2. Defective or inoperative building equipment shall be brought to the attention of Client such as:
 - a. Leakage or problem plumbing.
 - b. Defective lights or lighting.
 - c. Doors and/or gates not properly secured.
 - d. Other unusual circumstances that might affect the security, maintenance, or effectiveness of the facility.
3. Lights shall be left on or off and doors left shut or open, locked or unlocked according to Client's instructions.



PRICING SCHEDULE

_____	_____
Client's Authorizing Signature	Jani-King Signature
_____	_____
Print Name/Title	James Hunt/Account Executive Print Name/Title

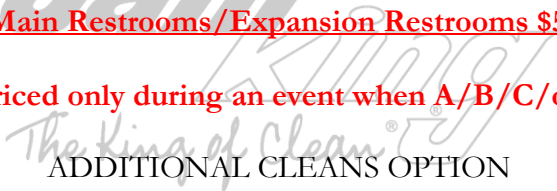
Price to Clean Two (2) Days per Week
One Thousand Three Hundred Eighty Seven Dollars
(\$1,387.00)
 MONTHLY
 PLUS SALES TAX

EVENT PRICING

(PER OCCURRENCE SCOPE)

- A. Vendor Hall \$216.00**
B. Concession Plaza/Bleacher Area Front Lobby/Hallway \$200.00
C. Main Event Room \$237.50
D. Small Event Room \$156.00
E. \$25.00 Main Concession, \$25.00 Small Concession
F. Main Restrooms/Expansion Restrooms \$50.00 ea.

Note: E & F. are priced only during an event when A/B/C/or D are performed.


 ADDITIONAL CLEANS OPTION

By authorizing below, the following services will be performed for the additional fee listed below for each service (tax not included):

Carpet Extraction	\$.12-.19 per square foot (\$150 minimum) or \$	Initial To Authorize _____
Strip, reseal and refinish tile floors	\$.30-.45 per square foot (\$175 minimum) or \$	Initial To Authorize _____
Top Scrub and Recoat finished floors	\$.15-.25 per square foot (\$125 Minimum) or \$	Initial To Authorize _____
Machine Scrub Ceramic Tile - Restrooms	\$.12-.20 per square foot (\$150 Minimum) or \$	Initial To Authorize _____
Grout Cleaning	\$.40-.60 per square foot (\$175 minimum) or \$	Initial To Authorize _____

Product Description	Stock No.	Quantity	Client Price	2/7/2020
LINERS				
24 x 33 Black Liners 16 gal	03-0052	1000	48.93	
33 x 40 Clear Liners 33 gal	03-0017	500	60.85	
40 x 46 White Liners 45 gal	03-0043	100	28.04	
38 x 58 White Liners 60 gal	03-0045	100	33.58	
24 x 33 Clear Liners (high density) 12-16gal	03-0012	1000	36.70	
40 x 46 Clear Liners (high density) 45 gal	03-0013	250	51.87	
38 x 60 Clear Liners (high density) 60 gal	03-0011	200	56.36	
38 x 58 Plastuff Clear Liners (THICK) 60 gal	03-0093	100	50.39	
PAPER PRODUCTS				
Cottonelle ultra soft	18-2456	48rolls/cs	61.66	
Scott toilet tissue 2 ply	18-0020	80 rolls/case	124.26	
Optima toilet tissue 2 ply	18-0545	80 rolls/case	63.12	
US 450 Toilet Tissue 2 Ply	18-0070	96 rolls/case	62.48	
Jr. Jumbo Toilet Tissue (9")	18-0215	12 rolls/case	51.72	
Scott White Multi-Fold Towels	19-0015	4000/case	84.98	
US 4000 white multi folds	19-0204	4000/case	42.66	
US 4003 Brown Multi-Fold Towels	19-0210	4000/case	34.57	
Scott C-Fold Towels	19-0020	2400/case	74.49	
Scott Kitchen Roll Towels	19-0040	30/rolls/case	55.40	
Toilet Seat Covers	18-0069	2500 sheets	56.36	
Tampons	17-0015	500/case	100.00	
Maxi Pads (4")	17-0020	250/case	71.12	
Livi 2-ply Facial Tissue	18-0009	30 boxes/cs	41.62	
Waxed Liner Bags (Sanitary receptacle)	17-0045	250/case	40.22	
DEODORANTS/SOAPS				
Bowl Blocks	34-0010	12/box	34.43	
Urinal Blocks	34-0005	12/box	22.30	
Urinal Screens Clean Check Brand	34-1002	10/box	33.92	
Urinal Screen with para Block	34-0030	12/box	45.62	
800 ml Soap refills Pink Lotion	44-0275	each	6.26	
Pink Lotion Soap (Gallon)	44-0001	each	10.07	
Champion 7oz. Metered Air Freshener	any 7 oz. Can	each	9.27	
Champion 7oz. Metered Air Freshener	any 7 oz. Can	12/case	96.75	

REFERENCES

Austin Telco Credit Union (23 locations- servicing over 18 years) 8929 Shoal Creek Blvd Austin TX 78757 512.302.5555 x343 Contact: Kathleen Miller	Austin Regional Clinics (3 locations) P.O. Box 26726 Austin TX 78755 512.419.0707 Contact: Perry Mouser/Bronwyn Lowe
Wellmed (18 locations) 13376 Research #110 Austin, TX 78750 512.402.4642 Contact: Sandra Hutchings	Under Armour HQ 211 Walter Seaholm Drive #200 Austin TX 78701 512.7884531 Contact: Sam/Kimble
Central TX Council of Governments 180 N Main Street Belton TX 76513 254.770.2221 Contact: Sue Jordan	Pain Management Consultant 101 W. Koenig Lane Austin TX 78751 512.406.0158 Contact: Joel Haro
City of Lago Vista 5803 Thunderbird Lago Vista, TX 78645 512.267.1155 Contact: Sandra	Geospace Technologies 8701 Crosspark Drive Manor, Texas 78754 713.986.4496 Contact: Steve Maas
Giorgio Armani 3939 S IH 35 Ste. 1230 San Marcos TX 78666 512.393.3060	Tasus Corp. 211 Tasus Way Georgetown, Texas 78626 512.869.7766 Contact: Tracy Jackson

REFERENCES

Advance Pain Care 2000 S Mays Street Round Rock TX 78664 512.244.4272 Contact: Ganesh Ramoutar	Northwest Hills Surgical Hospital 6818 Austin Center Blvd Austin TX 78731 512.583.8972 Contact: Cullen Scott, CEO
A/X Armani Exchange 3939 S IH35 #205 San Marcos, Texas 78666 Contact: Maryann Paniagua	Scholastic Book 7219 S IH35 Robinson, Texas 76706 254.523.3021 Contact: Caroline Scarborough
Bartlett's 2408 W. Anderson Ln. Austin TX 78757 512.451.7333 Contact: Eric	Delta Centrifugal Corp 3402 Center St. Temple, Texas 76501 254.733.9055 Contact: Krista Culp
Clear Correct 21 Cypress Creek Blvd. Ste. 1180 Cedar Park, Texas 78665 713.234.1088 Contact: Becky Gardner	Carus Dental (19 Locations) 12174 N Mopac Expressway #C Austin, Texas 78758 512.371.1222 Contact: Robin Bassett
Austin Proper Hotel Residence 2020 Nueces Austin, Texas 78701 801.589.8701 Contact: Chef Ray	



MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND ASHTON WOODS

This Municipal Services Agreement ("Agreement") is entered into on ____ day of _____, _____ by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, ("City") and Ashton Woods ("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 97.049 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibits A and B attached and incorporated herein by reference ("Property");

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibits A and B.
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, and the City will be the water provider for this property pursuant to separate agreement.

m. SEWER SERVICE

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

n. MISCELLANEOUS

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

4. ANNEXED PROPERTY REQUIREMENTS.

a. Zoning

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

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

on any future occasion.

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

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

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

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

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

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

CITY OF DRIPPING SPRINGS

ASHTON AUSTIN RESIDENTIAL, LLC

By: _____
MICHELLE FISCHER
CITY ADMINISTRATOR

By: _____
 Name: _____
 Title: _____

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 _____ of [Name of individual signing, title (if any)] on behalf of said _____ [insert name of company or individual where applicable].

By: _____

Notary Public, State of Texas

After Recording Return to:

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

Exhibit A
Survey

Exhibit B
Legal Description

CITY OF DRIPPING SPRINGS**ORDINANCE NO.****100.58 ACRES OUT OF THE PHILIP A. SMITH SURVEY NO. 26,
ABSTRACT NO. 415 AND THE C.H. MALOTT SURVEY,
ABSTRACT NO. 693, HAYS COUNTY, TEXAS****ANNEXATION ORDINANCE**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 100.58 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 requesting the voluntary annexation of the area described in Exhibit "A" on May 27, 2020

WHEREAS, the area identified in Exhibit "A," 100.58 acres of the Philip A. Smith Survey No. 26, Abstract No. 415, and the C.H. Malott Survey, Abstract No. 693, Hays County, Texas, is adjacent and contiguous to the city limits; and

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

WHEREAS, the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on July 6, 2021;

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

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

1. FINDINGS OF FACT

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

2. ANNEXATION OF TERRITORY

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

3. EFFECTIVE DATE

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

4. FILING

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C.** The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D.** The City Secretary is hereby instructed to submit by certified mail a certified copy of the

annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

5. SEVERABILITY

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

6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ____ 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"
DESCRIPTION OF AREA TO BE ANNEXED



BEING A 100.58 ACRE TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, AND THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, SAID TRACT BEING OUT OF THAT CALLED 209.697 ACRE TRACT CONVEYED IN A DEED TO CANNON FAMILY, LTD., AS RECORDED IN VOLUME 1619, PAGE 313 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING OUT OF A CALLED 58.000 ACRE TRACT DESCRIBED IN A DEED TO ORYX CANNON 58 LLC., RECORDED IN DOCUMENT NUMBER 20023358 [O.P.R.H.C.T.], SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" on the north line of the said 209.697 acre tract, same being the southwest corner of a called 200.4 acre tract, recorded in Document Number 18036374 [O.P.R.H.C.T.], being further described as a called 200 acre tract, recorded in Volume 171, Page 279, of the Deed Records of Hays County, Texas [D.R.H.C.T.], and same being at the southeast corner of a called 1.978 acre tract, recorded in Volume 1714, Page 289 [O.P.R.H.C.T.];

THENCE with a common line between the said 209.697-acre tract and the said 200.4-acre tract, the following two (2) courses and distances:

- 1) N88°34'55"E, a distance of 3,774.04 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an interior ell corner of the said 209.697 acre tract, same being at the southeast corner of said 200 acre tract, and
- 2) N00°50'48"W, a distance of 365.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northern northwest corner of said 209.697 acre tract, same being in the south line of a called 13.585 acre tract, recorded in Document Number 20027264 [O.P.R.H.C.T.], and b;

THENCE N89°00'33"E, with the north line of said 209.697 acre tract, and also being the south line of the said 13.585-acre tract, and with the south line of a called 291-1/3 acre tract described in Volume 258, Page 123 [D.R.H.C.T.], a distance of 424.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northeast corner of the tract described herein;

CONTINUED ON NEXT PAGE

THENCE over and across the said 209.697-acre tract, the following twenty-one (21) courses and distances:

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

- 1) S01°05'40"E, a distance of 69.82 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 2) S10°05'59"W, a distance of 106.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 3) S22°51'12"W, a distance of 151.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 4) S42°50'39"W, a distance of 368.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 5) S56°32'56"W, a distance of 68.53 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set found at an angle point,
- 6) S31°27'14"W, a distance of 77.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 7) S41°42'08"W, a distance of 288.31 feet to a Mag Nail with "DOUCET" found at an angle point,
- 8) S33°10'59"W, a distance of 82.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 9) S22°35'14"W, a distance of 106.02 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 10) S02°33'22"W, a distance of 379.88 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" found on the north line of the said 58.000-acre tract, from which a spindle found at the northeast corner of the said 58.000-acre tract bears S68°04'00"E, a distance of 78.35 feet, and continuing over and across said 58.000-acre tract a total distance of 435.19 feet to a calculated point of curvature and for the southeast corner of the tract described herein and being within the said 58.000-acre tract,

THENCE continuing over and across said 58.000-acre tract the following eight (8) courses and distances:

- 1) With a curve to the right, having an arc length of 228.89 feet, a radius of 515.00 feet, a delta angle of 25°27'54", and a chord which bears N77°34'10"W, a distance of 227.01 feet to a calculated point of tangency,

CONTINUED ON THE NEXT PAGE

- 2) N64°50'13"W, a distance of 277.81 feet to calculated point of curvature,
- 3) With a curve to the left, having an arc length of 784.34 feet, a radius of 960.00 feet, a delta angle of 46°48'43", and a chord which bears N88°14'34"W, a distance of 762.71 feet to a calculated point of tangency,
- 4) S68°21'05"W, a distance of 330.60 feet to a calculated point of curvature,
- 5) With a curve to the right, having an arc length of 322.95 feet, a radius of 640.00 feet, a delta angle of 28°54'42", and a chord which bears S82°48'26"W, a distance of 319.53 feet to a calculated point of tangency,
- 6) N82°44'13"W, a distance of 352.20 feet for a calculated point of curvature,
- 7) With a curve to the left, having an arc length of 345.54 feet, a radius of 910.00 feet, a delta angle of 21°45'21", and a chord which bears S86°23'06"W, a distance of 343.47 feet to a calculated point,
- 8) S75°30'26"W, a distance of 81.96 feet to a calculated point on the east line of said 58.000-acre tract, same being a line common to the said 209.697-acre tract and the said 58.000-acre tract, from which a spindle found for the northwest corner of the said 58.000-acre tract bears N06°07'42"E, a distance of 52.15 feet,

THENCE S06°06'37"W with the common line of the said 58.000-acre tract and the said 209.697-acre tract, a distance of 33.36 feet to a calculated point of curvature,

THENCE over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 29.31 feet, a radius of 25.00 feet, a delta angle of 67°10'08", and a chord which bears S23°55'04"W, a distance of 27.66 feet to a calculated point of reverse curvature within the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract, with a curve to the right, having an arc length of 33.59 feet, passing a calculated point at the line common to the said 209.697-acre tract and the said 58.000-acre tract, departing said common line and continuing over and across said 58.000-acre tract, a total arc length of 263.58 feet, a radius of 807.00 feet, a delta angle of 18°42'48", and a chord which bears S00°18'36"E, a distance of 262.41 feet to a calculated point within said 58.000-acre tract,

THENCE S09°02'49"W, a distance of 24.83 feet passing a calculated point on the line common to the said 58.000-acre tract and the said 209.697-acre tract, a total distance of 212.01 feet to a calculated point of curvature within the said 209.697-acre tract,

THENCE continuing over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 171.69 feet, a radius of 746.64 feet, a delta angle of $13^{\circ}10'32''$, and a chord which bears $S04^{\circ}35'52''W$, a distance of 171.32 feet calculated point of tangency,

THENCE $S02^{\circ}11'31''E$, continuing across the said 209.697-acre tract, a distance of 260.58 feet to a mag nail with shiner stamped "EECL RPLS" found at the southwest corner of the said 58.000-acre tract, and on the existing north Right-of-Way line of U.S. Highway 290 (Variable Width Right-of-Way, Deed of Record not found),

THENCE $S87^{\circ}48'29''W$ with the existing north Right-of-Way line of the said Highway 290, a distance of 114.00 feet to a calculated point on the south line of the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract the following seven (7) courses and distances:

- 1) $N01^{\circ}11'31''W$, a distance of 260.58 feet to a calculated point for a point of curvature,
- 2) With a curve to the right, having an arc length of 194.05 feet, a radius of 856.12 feet, a delta angle of $12^{\circ}59'13''$, and a chord which bears $N04^{\circ}27'47''E$, a distance of 193.64 feet to a calculated point of tangency,
- 3) $N09^{\circ}02'49''E$, a distance of 212.01 feet to a calculated point of curvature,
- 4) With a curve to the left, having an arc length of 284.72 feet, a radius of 693.00 feet, a delta angle of $23^{\circ}32'23''$, and a chord which bears $N02^{\circ}43'23''E$, a distance of 282.72 feet to a calculated point of a compound curve,
- 5) With a curve to the left, having an arc length of 245.55 feet, a radius of 693.00 feet, a delta angle of $20^{\circ}18'06''$, and a chord which bears $N24^{\circ}38'37''W$, a distance of 244.27 feet to a calculated point of non-tangency,
- 6) $S70^{\circ}59'50''W$, a distance of 295.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point, and
- 7) $S89^{\circ}21'11''W$, a distance of 715.61 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said 209.697 acre tract, same point being on the east line of a called 4.078 acre tract, described as Tract 2, conveyed to City of Dripping Springs, recorded in Volume 5200, Page 886 [O.P.R.H.C.T.], and for an angle point of the tract described herein;

THENCE with the common line of the said 209.697-acre tract and the said 4.078-acre tract, the following four (4) courses and distances:

- 1) $N00^{\circ}51'53''W$, a distance of 161.19 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,

CONTINUED ON THE NEXT PAGE

- 2) S88°22'44"W, a distance of 299.63 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 3) N00°50'55"W, a distance of 517.61 feet to a 1/2-inch iron rod with cap stamped "CAPITOL", found at a point of curvature, and
- 4) With a curve to the left, having an arc length of 210.34 feet, a radius of 355.63 feet, a delta angle of 33°53'17" and a chord which bears N17°49'24"W, a distance of 207.29 feet to a 1/2-inch iron rod with cap stamped "DOUCET", found at the northwest corner of said 209.697 acre tract, same being in the south line of a called 11.61 acre tract, recorded in Volume 733, Page 101 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], and for the northwest corner of the tract described herein;

THENCE with the lines common to said 209.697 acre tract and said 11.61 acre tract, the following three (3) courses and distances:

- 1) N84°18'45"E, a distance of 142.18 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 2) N79°26'34"E, a distance of 100.24 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner and
- 3) N88°45'18"E, a distance of 33.52 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner of the tract described herein and at the southwest corner of said 1.978 acre tract;

THENCE with the common line of said 209.697 acre tract and said 1.978 acre tract, the following two (2) courses and distances:

- 1) N87°41'40"E, a distance of 226.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point of the tract described herein, and



- 2) N89°32'34"E, a distance of 270.93 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 100.58 Acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936. Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, John Barnard, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.



06/25/2021

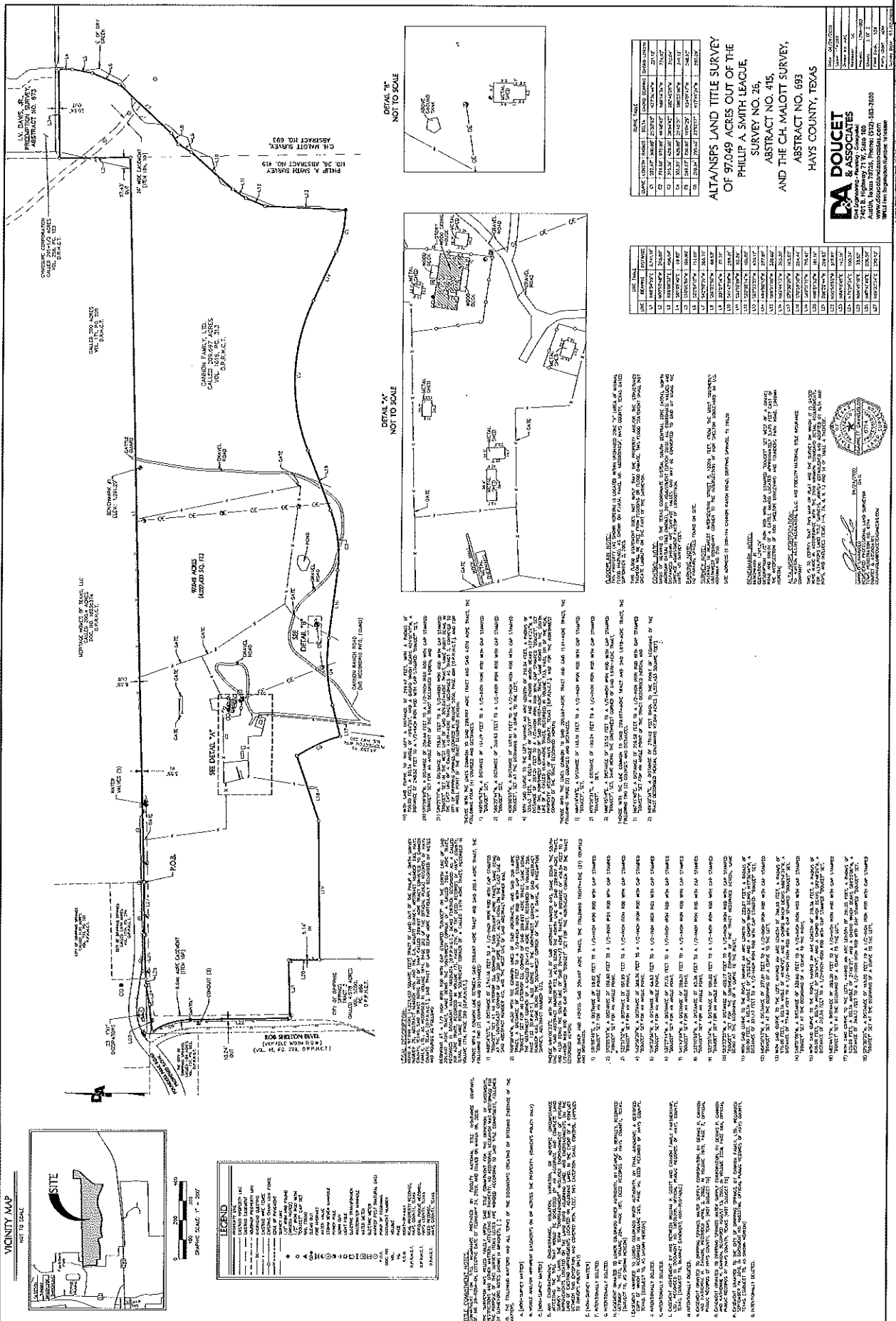


John Barnard
Registered Professional Land Surveyor
Texas Registration No. 5749
Doucet & Associates
JBarnard@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

Date

Exhibit "B"
Municipal Services Agreement

DRAFT





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

Doucetengineers.com

Cannon Ranch
Hays County, Texas

D&A Job No. 1298-003
June 25, 2021

BEING A 100.58 ACRE TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, AND THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, SAID TRACT BEING OUT OF THAT CALLED 209.697 ACRE TRACT CONVEYED IN A DEED TO CANNON FAMILY, LTD., AS RECORDED IN VOLUME 1619, PAGE 313 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING OUT OF A CALLED 58.000 ACRE TRACT DESCRIBED IN A DEED TO ORYX CANNON 58 LLC., RECORDED IN DOCUMENT NUMBER 20023358 [O.P.R.H.C.T.], SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" on the north line of the said 209.697 acre tract, same being the southwest corner of a called 200.4 acre tract, recorded in Document Number 18036374 [O.P.R.H.C.T.], being further described as a called 200 acre tract, recorded in Volume 171, Page 279, of the Deed Records of Hays County, Texas [D.R.H.C.T.], and same being at the southeast corner of a called 1.978 acre tract, recorded in Volume 1714, Page 289 [O.P.R.H.C.T.];

THENCE with a common line between the said 209.697-acre tract and the said 200.4-acre tract, the following two (2) courses and distances:

- 1) N88°34'55"E, a distance of 3,774.04 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an interior ell corner of the said 209.697 acre tract, same being at the southeast corner of said 200 acre tract, and
- 2) N00°50'48"W, a distance of 365.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northern northwest corner of said 209.697 acre tract, same being in the south line of a called 13.585 acre tract, recorded in Document Number 20027264 [O.P.R.H.C.T.], and b;

THENCE N89°00'33"E, with the north line of said 209.697 acre tract, and also being the south line of the said 13.585-acre tract, and with the south line of a called 291-1/3 acre tract described in Volume 258, Page 123 [D.R.H.C.T.], a distance of 424.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northeast corner of the tract described herein;

CONTINUED ON NEXT PAGE

THENCE over and across the said 209.697-acre tract, the following twenty-one (21) courses and distances:

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 1) S01°05'40"E, a distance of 69.82 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 2) S10°05'59"W, a distance of 106.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 3) S22°51'12"W, a distance of 151.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 4) S42°50'39"W, a distance of 368.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 5) S56°32'56"W, a distance of 68.53 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set found at an angle point,
- 6) S31°27'14"W, a distance of 77.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 7) S41°42'08"W, a distance of 288.31 feet to a Mag Nail with "DOUCET" found at an angle point,
- 8) S33°10'59"W, a distance of 82.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 9) S22°35'14"W, a distance of 106.02 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 10) S02°33'22"W, a distance of 379.88 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" found on the north line of the said 58.000-acre tract, from which a spindle found at the northeast corner of the said 58.000-acre tract bears S68°04'00"E, a distance of 78.35 feet, and continuing over and across said 58.000-acre tract a total distance of 435.19 feet to a calculated point of curvature and for the southeast corner of the tract described herein and being within the said 58.000-acre tract,

THENCE continuing over and across said 58.000-acre tract the following eight (8) courses and distances:

- 1) With a curve to the right, having an arc length of 228.89 feet, a radius of 515.00 feet, a delta angle of 25°27'54", and a chord which bears N77°34'10"W, a distance of 227.01 feet to a calculated point of tangency,

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- 2) N64°50'13"W, a distance of 277.81 feet to calculated point of curvature,
- 3) With a curve to the left, having an arc length of 784.34 feet, a radius of 960.00 feet, a delta angle of 46°48'43", and a chord which bears N88°14'34"W, a distance of 762.71 feet to a calculated point of tangency,
- 4) S68°21'05"W, a distance of 330.60 feet to a calculated point of curvature,
- 5) With a curve to the right, having an arc length of 322.95 feet, a radius of 640.00 feet, a delta angle of 28°54'42", and a chord which bears S82°48'26"W, a distance of 319.53 feet to a calculated point of tangency,
- 6) N82°44'13"W, a distance of 352.20 feet for a calculated point of curvature,
- 7) With a curve to the left, having an arc length of 345.54 feet, a radius of 910.00 feet, a delta angle of 21°45'21", and a chord which bears S86°23'06"W, a distance of 343.47 feet to a calculated point,
- 8) S75°30'26"W, a distance of 81.96 feet to a calculated point on the east line of said 58.000-acre tract, same being a line common to the said 209.697-acre tract and the said 58.000-acre tract, from which a spindle found for the northwest corner of the said 58.000-acre tract bears N06°07'42"E, a distance of 52.15 feet,

THENCE S06°06'37"W with the common line of the said 58.000-acre tract and the said 209.697-acre tract, a distance of 33.36 feet to a calculated point of curvature,

THENCE over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 29.31 feet, a radius of 25.00 feet, a delta angle of 67°10'08", and a chord which bears S23°55'04"W, a distance of 27.66 feet to a calculated point of reverse curvature within the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract, with a curve to the right, having an arc length of 33.59 feet, passing a calculated point at the line common to the said 209.697-acre tract and the said 58.000-acre tract, departing said common line and continuing over and across said 58.000-acre tract, a total arc length of 263.58 feet, a radius of 807.00 feet, a delta angle of 18°42'48", and a chord which bears S00°18'36"E, a distance of 262.41 feet to a calculated point within said 58.000-acre tract,

THENCE S09°02'49"W, a distance of 24.83 feet passing a calculated point on the line common to the said 58.000-acre tract and the said 209.697-acre tract, a total distance of 212.01 feet to a calculated point of curvature within the said 209.697-acre tract,

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THENCE continuing over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 171.69 feet, a radius of 746.64 feet, a delta angle of $13^{\circ}10'32''$, and a chord which bears $S04^{\circ}35'52''W$, a distance of 171.32 feet calculated point of tangency,

THENCE $S02^{\circ}11'31''E$, continuing across the said 209.697-acre tract, a distance of 260.58 feet to a mag nail with shiner stamped "EECL RPLS" found at the southwest corner of the said 58.000-acre tract, and on the existing north Right-of-Way line of U.S. Highway 290 (Variable Width Right-of-Way, Deed of Record not found),

THENCE $S87^{\circ}48'29''W$ with the existing north Right-of-Way line of the said Highway 290, a distance of 114.00 feet to a calculated point on the south line of the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract the following seven (7) courses and distances:

- 1) $N01^{\circ}11'31''W$, a distance of 260.58 feet to a calculated point for a point of curvature,
- 2) With a curve to the right, having an arc length of 194.05 feet, a radius of 856.12 feet, a delta angle of $12^{\circ}59'13''$, and a chord which bears $N04^{\circ}27'47''E$, a distance of 193.64 feet to a calculated point of tangency,
- 3) $N09^{\circ}02'49''E$, a distance of 212.01 feet to a calculated point of curvature,
- 4) With a curve to the left, having an arc length of 284.72 feet, a radius of 693.00 feet, a delta angle of $23^{\circ}32'23''$, and a chord which bears $N02^{\circ}43'23''E$, a distance of 282.72 feet to a calculated point of a compound curve,
- 5) With a curve to the left, having an arc length of 245.55 feet, a radius of 693.00 feet, a delta angle of $20^{\circ}18'06''$, and a chord which bears $N24^{\circ}38'37''W$, a distance of 244.27 feet to a calculated point of non-tangency,
- 6) $S70^{\circ}59'50''W$, a distance of 295.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point, and
- 7) $S89^{\circ}21'11''W$, a distance of 715.61 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said 209.697 acre tract, same point being on the east line of a called 4.078 acre tract, described as Tract 2, conveyed to City of Dripping Springs, recorded in Volume 5200, Page 886 [O.P.R.H.C.T.], and for an angle point of the tract described herein;

THENCE with the common line of the said 209.697-acre tract and the said 4.078-acre tract, the following four (4) courses and distances:

- 1) $N00^{\circ}51'53''W$, a distance of 161.19 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,

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- 2) S88°22'44"W, a distance of 299.63 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 3) N00°50'55"W, a distance of 517.61 feet to a 1/2-inch iron rod with cap stamped "CAPITOL", found at a point of curvature, and
- 4) With a curve to the left, having an arc length of 210.34 feet, a radius of 355.63 feet; a delta angle of 33°53'17" and a chord which bears N17°49'24"W, a distance of 207.29 feet to a 1/2-inch iron rod with cap stamped "DOUCET", found at the northwest corner of said 209.697 acre tract, same being in the south line of a called 11.61 acre tract, recorded in Volume 733, Page 101 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], and for the northwest corner of the tract described herein;

THENCE with the lines common to said 209.697 acre tract and said 11.61 acre tract, the following three (3) courses and distances:

- 1) N84°18'45"E, a distance of 142.18 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 2) N79°26'34"E, a distance of 100.24 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner and
- 3) N88°45'18"E, a distance of 33.52 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner of the tract described herein and at the southwest corner of said 1.978 acre tract;

THENCE with the common line of said 209.697 acre tract and said 1.978 acre tract, the following two (2) courses and distances:

- 1) N87°41'40"E, a distance of 226.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point of the tract described herein, and

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- 2) N89°32'34"E, a distance of 270.93 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 100.58 Acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936. Units: U.S. Survey Feet.

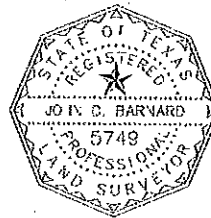
This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, John Barnard, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.

06/25/2021

John Barnard
Registered Professional Land Surveyor
Texas Registration No. 5749
Doucet & Associates
JBarnard@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

Date



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DRIPPING SPRINGS
Texas

Cannon-Ashton Woods Annexation, PDD, Offsite Road Agreement, Utility Agreements

Laura Mueller, City Attorney

Leslie Pollack, Transportation Engineer

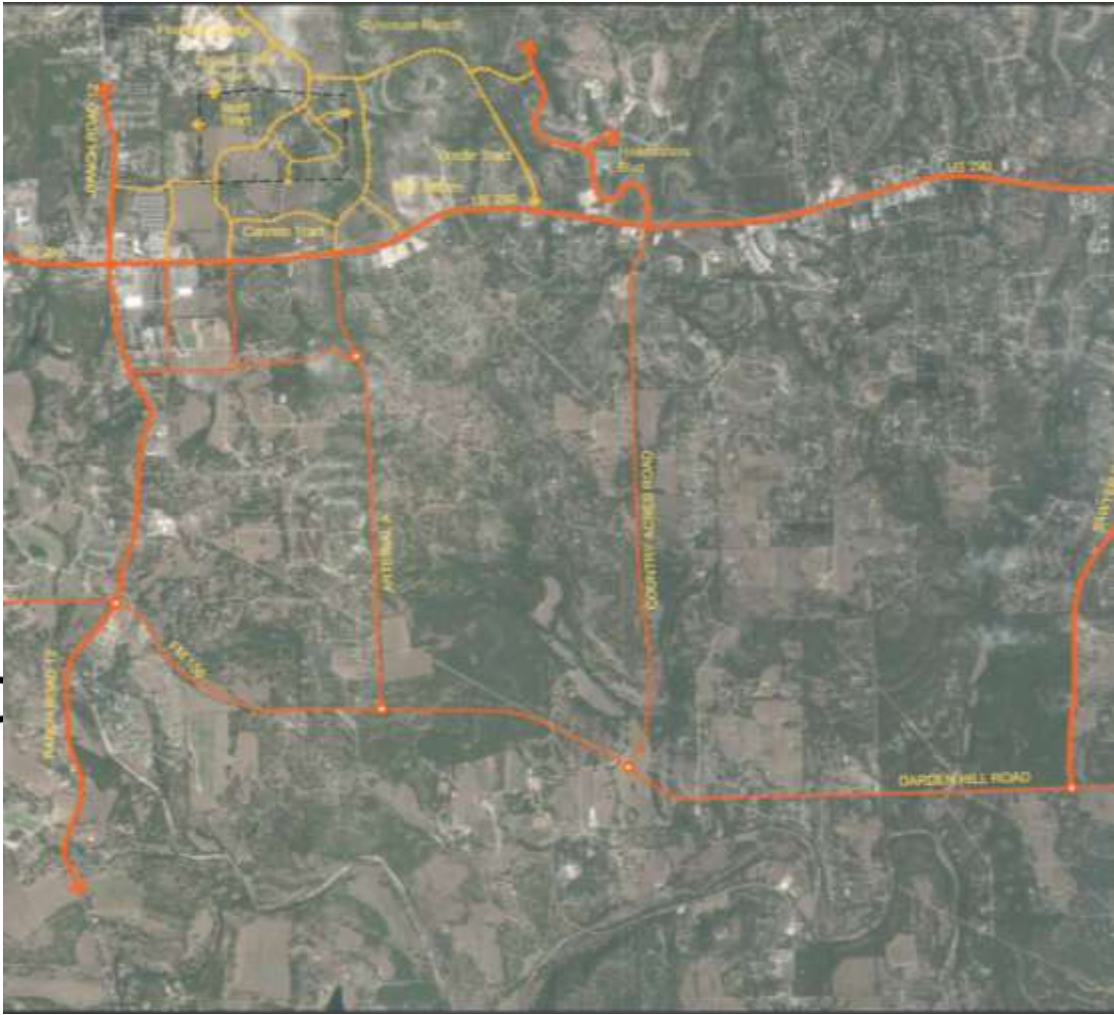
Chad Gilpin, City Engineer

David Tuckfield, Utility Counsel



DRIPPING SPRINGS
Texas





Cannon – Ashton Woods

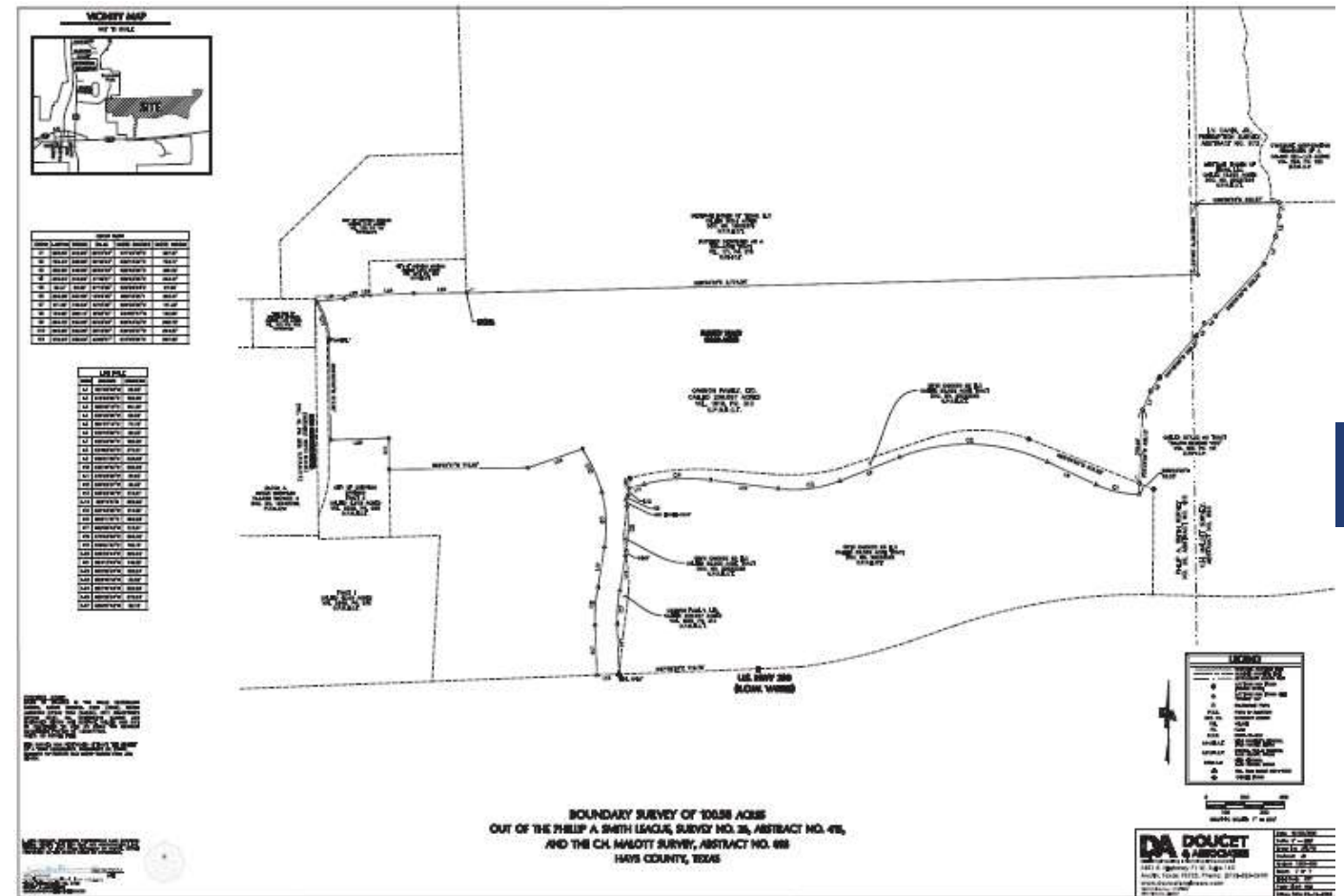
- 101 acres
- 375 residences
- 40, 45, and 60 foot lots
- Offsite Road Agreement
- Wastewater Agreement
- Water Agreement

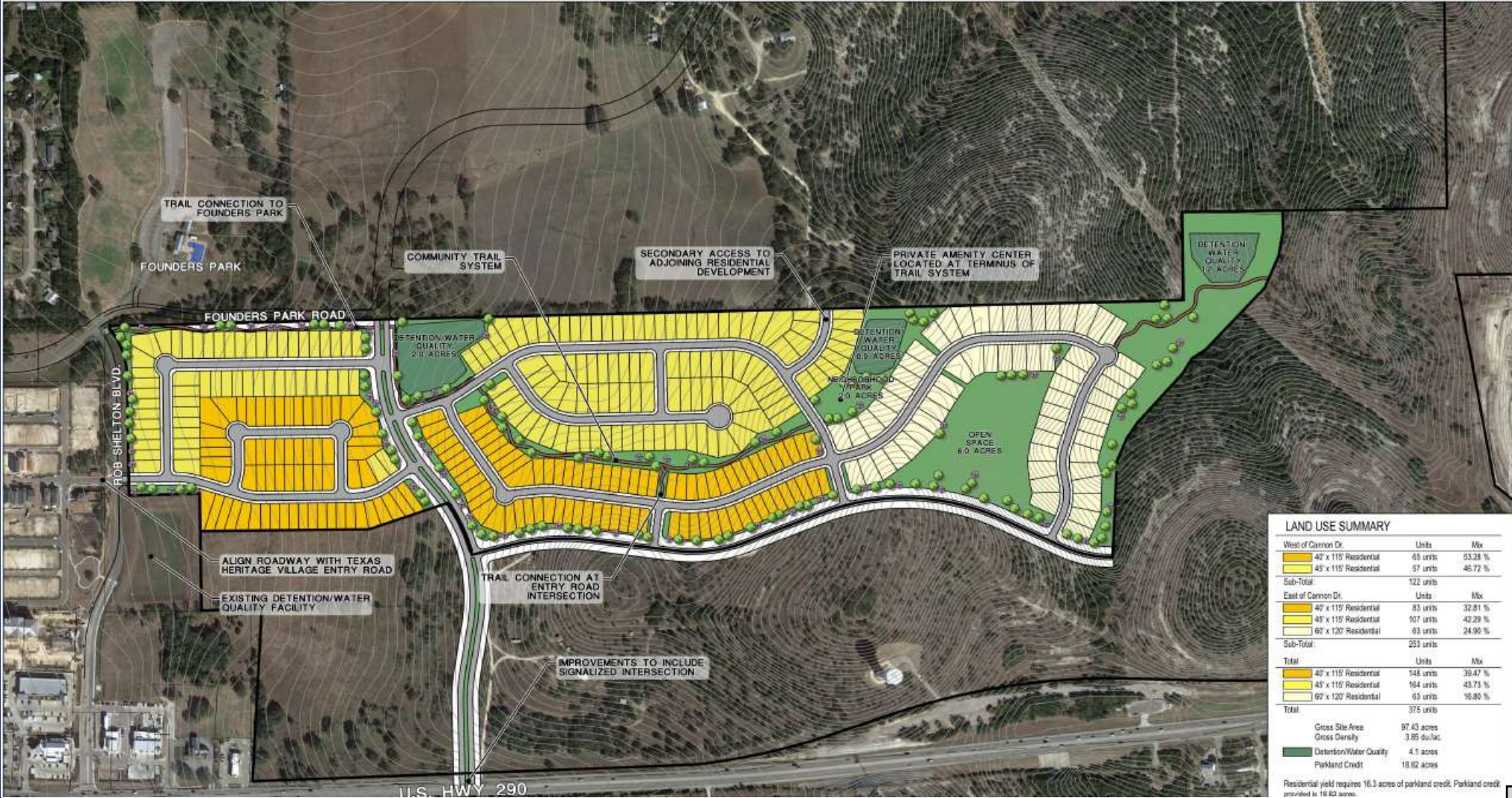
LAND USE SUMMARY

West of Cannon Dr	Units
40' x 120' Residential	81 units
45' x 120' Residential	87 units
Sub Total:	168 units
East of Cannon Dr	Units
40' x 120' Residential	81 units
45' x 120' Residential	107 units
40' x 120' Residential	87 units
Sub Total:	275 units
Total	Units
40' x 120' Residential	162 units
45' x 120' Residential	194 units
40' x 120' Residential	87 units
Total	443 units
Other Site Area	87.42 acres
Other Site Area	1.00 acres
Other Site Area	1.00 acres
Other Site Area	1.00 acres

ANNEXATION OF 101 Acres out of the Cannon Tract

- Petitioned for Annexation through Application
- Annexation Ordinance
- Annexation Agreement (Municipal Services Agreement)







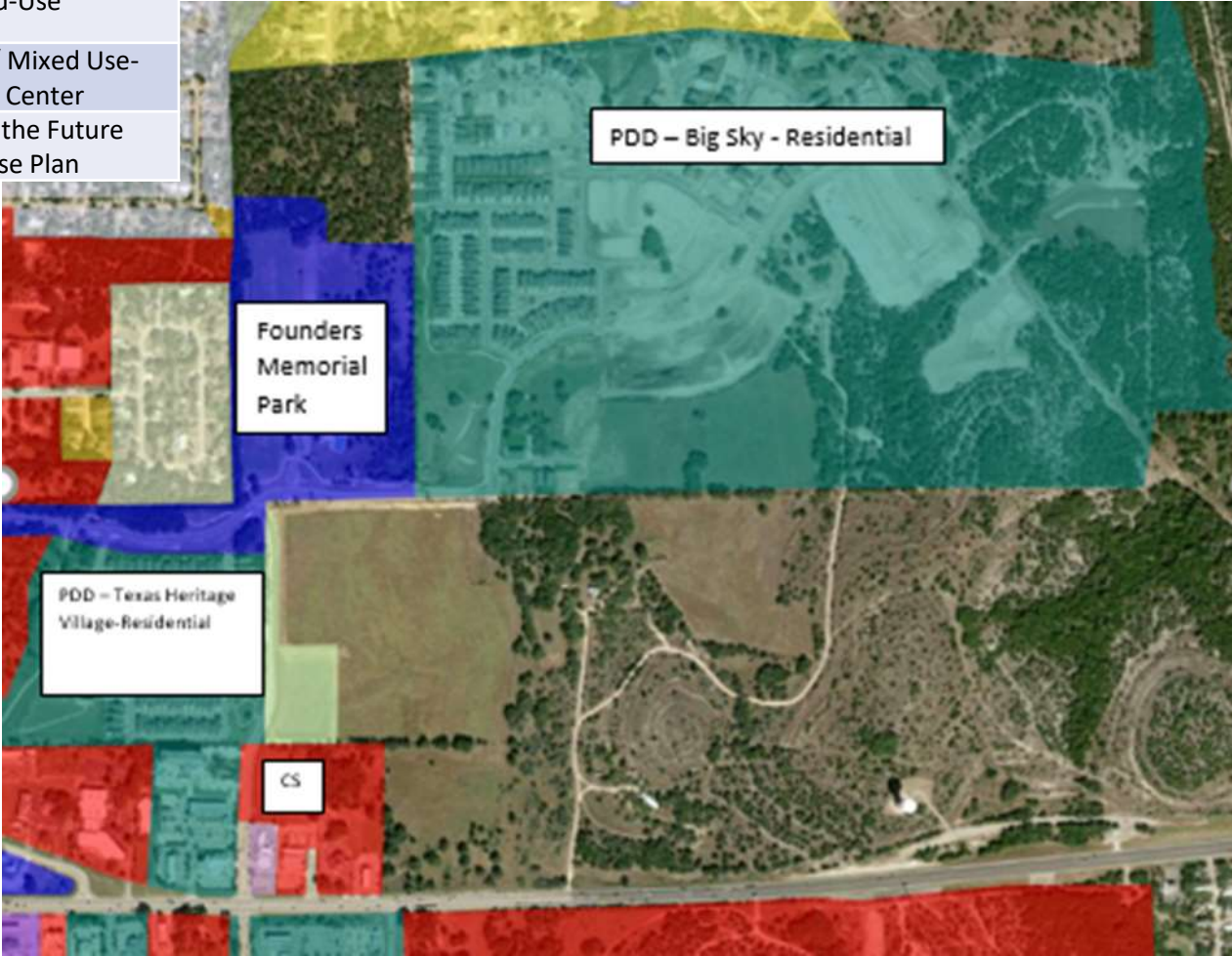
HIGHLIGHTS

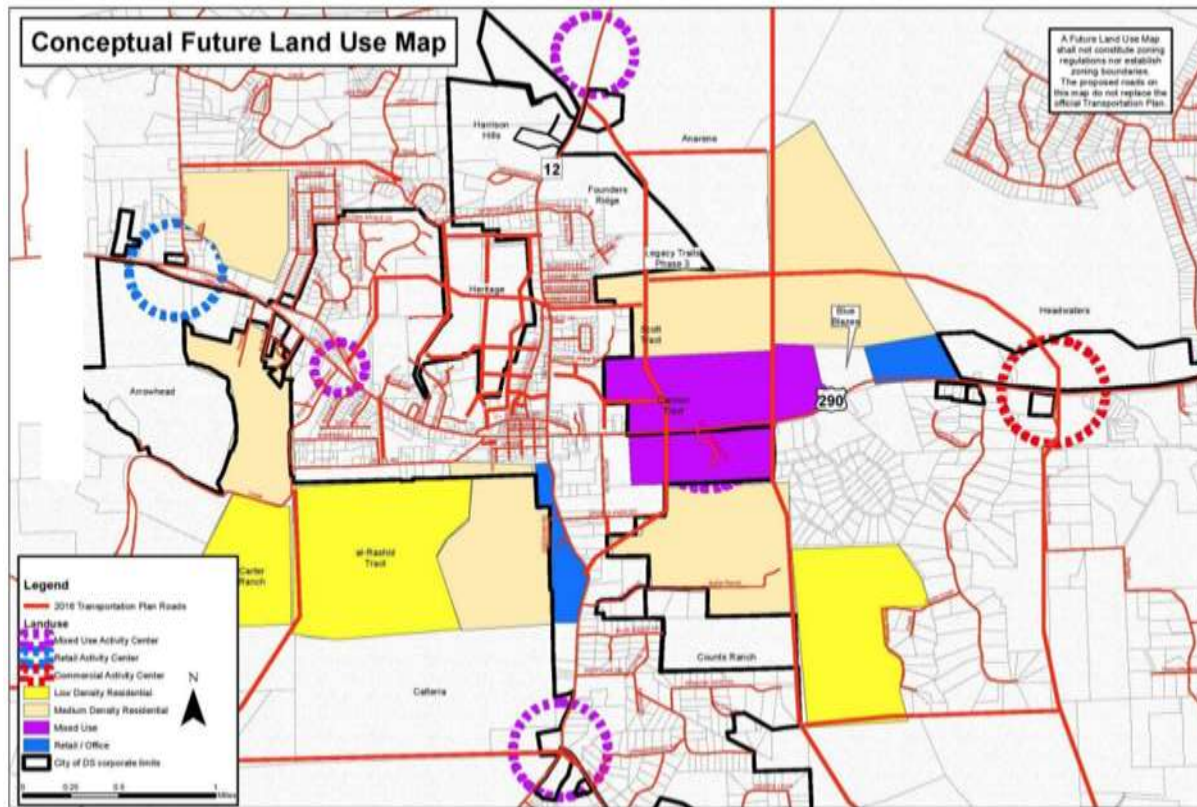
1. A 4-lane arterial will be built from Founders Park Road south to 290. An east/west collector will be constructed from the 4-lane arterial to the edge of the project.
2. Ashton Woods will improve the north section of Rob Shelton to Founders Park Road to be the same as the southern portion including a median, but with City reimbursement. The offsite road agreement gives the City the flexibility at time of cost estimate to determine whether it wants these improvements to be constructed and paid for with city funds.
3. In consideration of the proposed road improvements which exceed the project's impact, they are requesting
 - not to build a sidewalk on their property for the east/west collector,
 - not to build the pedestrian facilities (sidewalk and shared-use path) on the off-site portion of the 4-lane arterial, and
 - reimbursement for the improvements on Rob Shelton.
4. Ashton Woods has agreed to the City's design requests.

ZONING – PLANNED DEVELOPMENT DISTRICT NUMBER 12 – SF-3
BASE ZONING

Direction	Zoning District	Existing Use	Comprehensive Plan / Future Land Use Plan
North	PDD Founders Memorial Park	Big Sky Ranch at Dripping Springs	Medium Density Residential
East	ETJ (Cannon Tract)	Undeveloped	Mixed-Use
South	ETJ (Cannon Tract)	Undeveloped	Mixed-Use / Mixed Use- Activity Center
West	PDD	Texas Heritage	Not within the Future Land Use Plan

Surrounding Properties





- Future Land Use Map as Mixed use
- Base zoning of Single-family residential—Town center (SF-3)
 - connectivity and access to adjacent neighborhoods and amenities such as parks and future schools
 - compatible with the adjacent tracts and allows for a smooth transition for high density to less intense density
 - more intense residential lots near 290 and Rob Shelton Dr and less intense residential more to the east towards the City's ETJ

DENSITY

Original Proposed:

400 LUEs

- 40 foot lots
- 45 foot lots

LAND USE SUMMARY

Item # 9.

West of Cannon Dr.	Units	Mix
40' x 115' Residential	65 units	53.28 %
45' x 115' Residential	57 units	46.72 %
Sub-Total:	122 units	
East of Cannon Dr.	Units	Mix
40' x 115' Residential	83 units	32.81 %
45' x 115' Residential	107 units	42.29 %
60' x 120' Residential	63 units	24.90 %
Sub-Total:	253 units	
Total	Units	Mix
40' x 115' Residential	148 units	39.47 %
45' x 115' Residential	164 units	43.73 %
60' x 120' Residential	63 units	16.80 %
Total:	375 units	

Gross Site Area 97.43 acres
Gross Density 3.85 du./ac.

Detention/Water Quality 4.1 acres
Parkland Credit 18.82 acres



Development Standards		
	Single-family residential—Town center (SF-3)	Planned District Development
Size of Lots		
Minimum Lot area	3,500 square feet	4,600 square ft./dwelling unit
Minimum Lot Width	35 feet	40 feet (Internal); 50 feet (Corner)
Minimum Building Width	25 feet	25 feet
Setback Requirements		
Minimum Front Yard	10 feet	20 feet
Minimum Side Yard	5 feet, 7.5 feet	5 feet; 15 feet (Corner)
Minimum Rear Yard	10 feet	10 feet
Accessory Building	5 feet	5 feet
Height Regulations		
Main Building	2 ½ stories, or 40'	2 ½ stories, or 40'
Other Development Standards		
Impervious Cover	65 %	50% total, maximum 65% per lot

DESIGN OF RESIDENCES



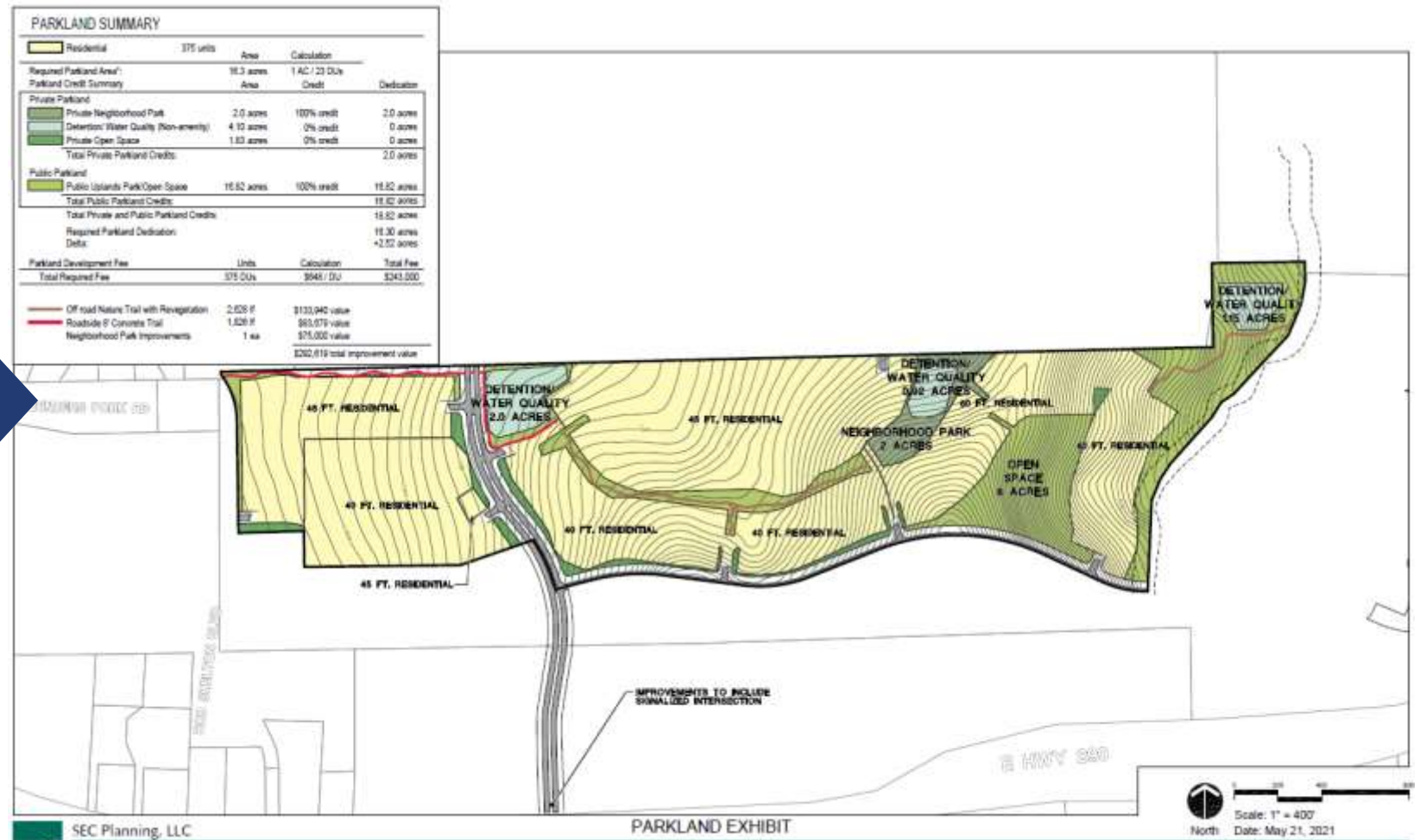
Item # 9.

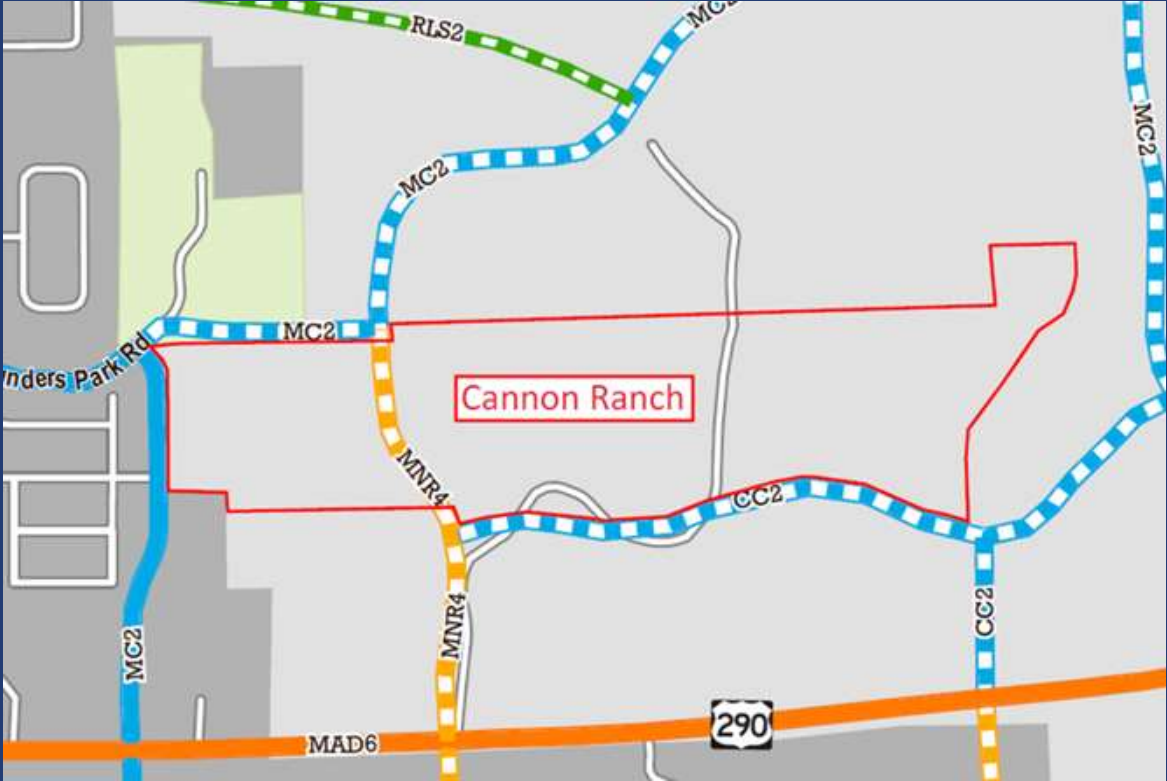
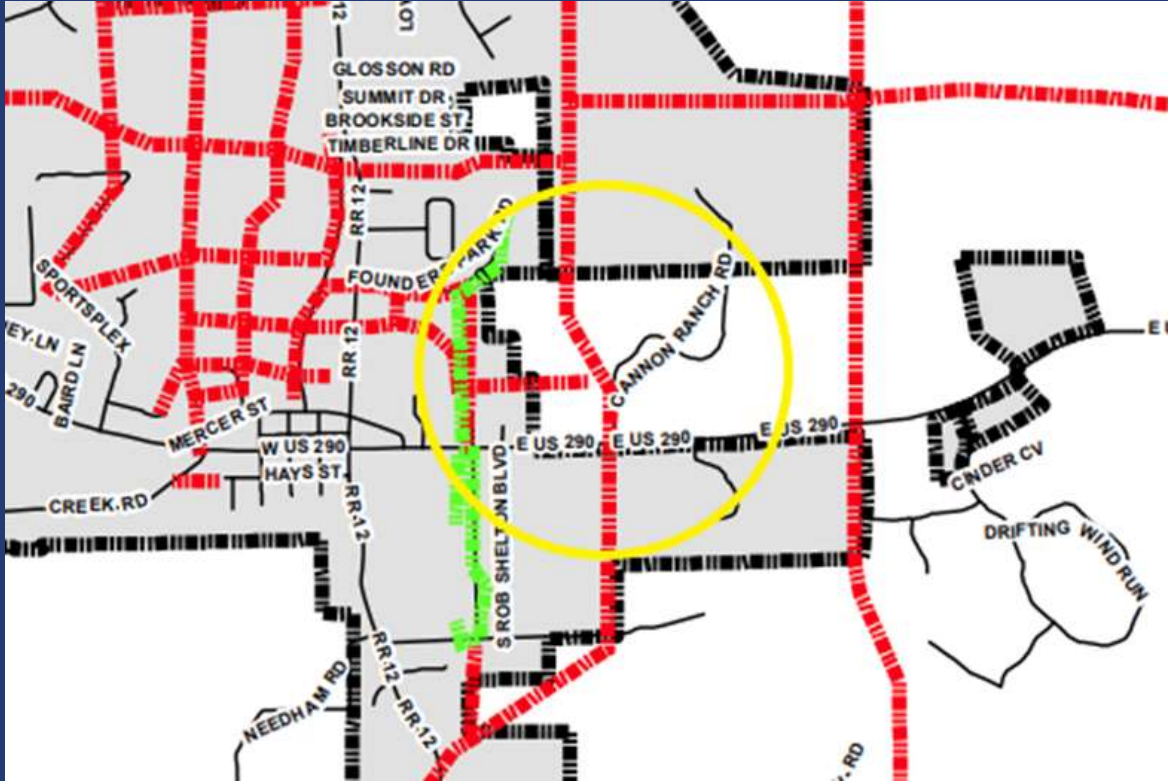
- **Materials:** Masonry, Native Stone, Brick Masonry, Stucco, and Cementitious Siding
- **Elevations:** Requires at least 2 elements and have to be different elevations near each other:
 - two wall planes on the front elevation, offset a minimum of 18 inches; covered front porches or patio; side-entry or swing-in garage entry; garage door recessed from the primary front facade a minimum of four feet; Enhanced garage door materials; Shed roof or trellis (at least 18" deep; combination of at least two roof types (e.g. hip and gable) or two different roof plane; two or more masonry finishes to compliment the architectural style of the home; and the addition of one or more dormers on the front elevation to compliment
 - the architectural style of the home.
- **Floorplans:** minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape.
 - A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2),
 - although elevations shall be different on the two houses.

Parks

- Trail along Founders Park Road
- \$80,000 in Park Development Fee
- Neighborhood Park

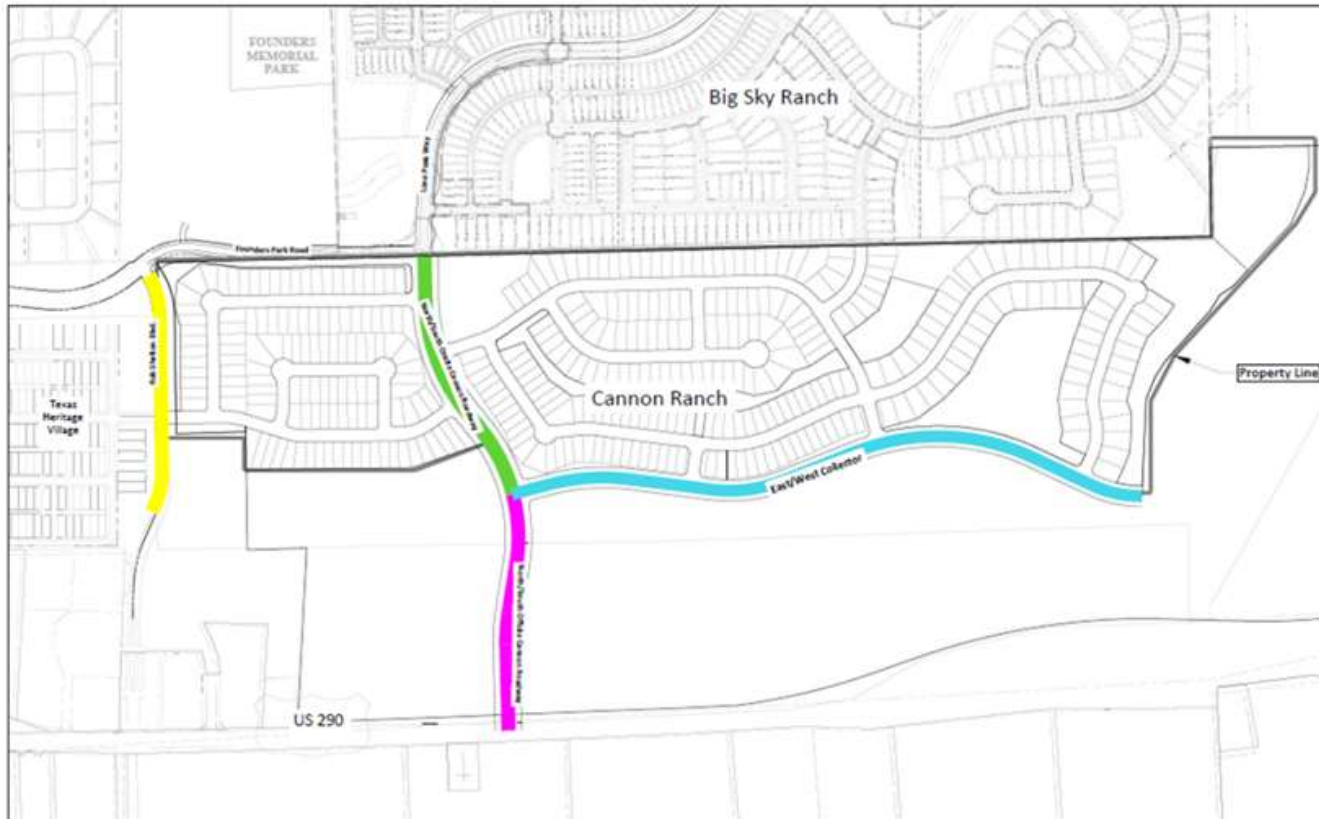
Approved by Parks Committee





Transportation

TRANSPORTATION



	Proposed Road Width	Existing Road Width	Proposed ROW	Existing ROW	Proposed LF
N/S Onsite Cannon Roadway (North of E/W)	48'	-	114'	-	1030
N/S Offsite Cannon Roadway (South of E/W)	48'	-	114'	-	1121
E/W Collector	24'	-	90'	-	2812
Rob Shelton	44'	22'	60'	60'	1085



DA DOUCET & ASSOCIATES
10415 Highway 40, Suite 200
Austin, TX 78751, Tel: (512) 252-2488
www.dadoucetassociates.com
TXSLS Item Number: 120888

Transportation Option
Proposed Recommendations

Cannon Ranch
Dripping Springs, TX

SHEET
1
OF 1
Project No.: 120888

City Initial Request

- 4 lane Arterial to 290
- East/West Collector
- Traffic Signal
- Offsite Roadway Improvements at Rob Shelton (AW)
- Expansion of Founders Park Road with roundabouts

Current Proposal

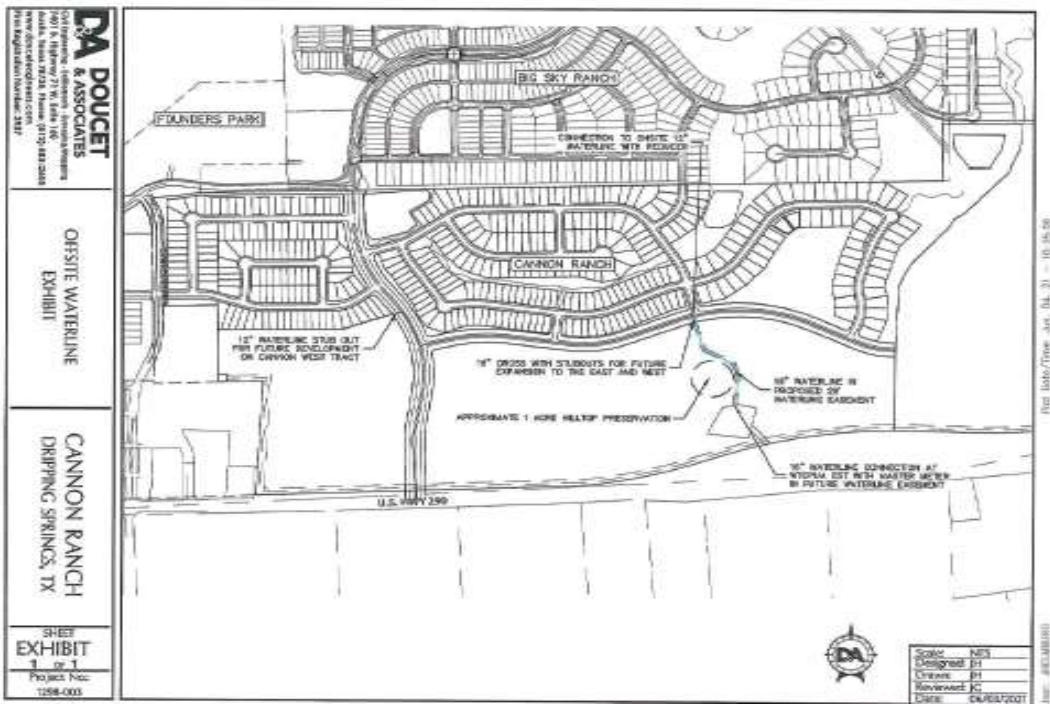
- 4 lane Arterial to 290 (sidewalk and shared-use path onsite)
- East/West Collector
- Contribution to Traffic Signal
- Offsite Roadway Improvements at Rob Shelton (CITY) - City chooses from 4 options
- Dedicated right-of-way for future roundabouts

Approved by Transportation Committee

UTILITY AGREEMENTS

Wastewater Agreement

- 200 LUEs are immediately available (“Initial Service”).
- 50 LUEs increments at City’s discretion or Owner may use alternative method
- A total of 375 LUEs are available upon completion of the East Interceptor and the new Discharge WWTP.
- Ashton to construct all onsite facilities
- City will be constructing offsite facilities (East Interceptor).
- Impact Fees: 200 LUEs in the amount of \$7,580 per LUE.



Water Agreement

- City obtains wholesale service from WTCPUA
- City provides retail water service to Development
- Ashton constructs facilities and provides necessary easements
- 375 LUEs plus 10 LUEs for irrigation
- Ashton pays all fees on obtains all permits
- All facilities to be dedicated to City
- Pays charges to City



DRIPPING SPRINGS
Texas

QUESTIONS?



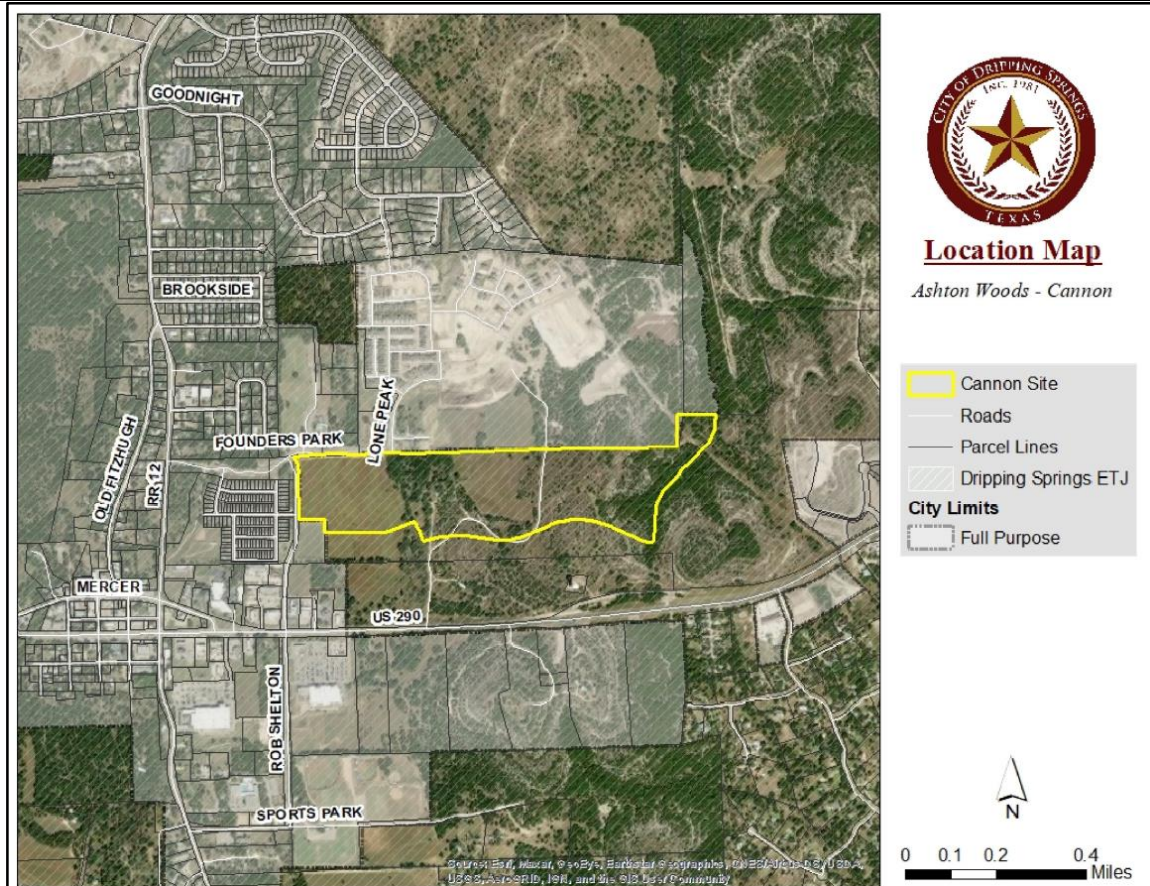


City of Dripping Springs

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

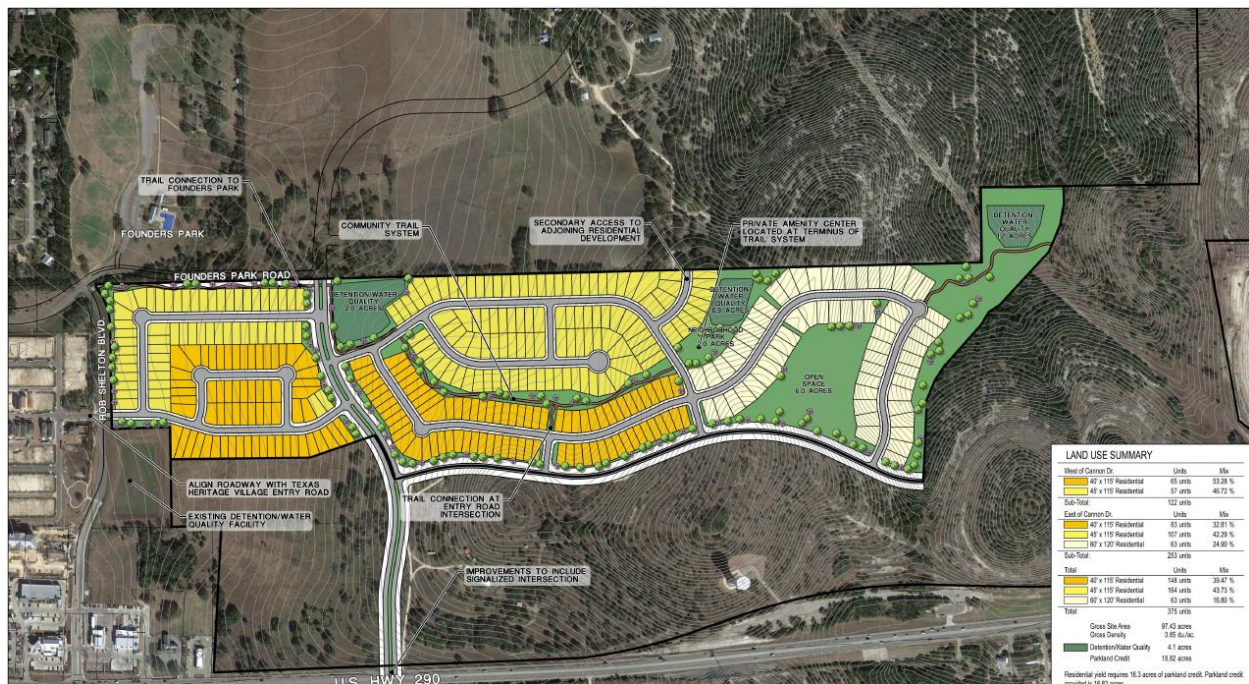
Agenda Item Report from: Laura Mueller, City Attorney; Leslie Pollack, Transportation Engineer; Amanda Padilla, Senior Planner; David Tuckfield, Utility Counsel

Meeting Date:	July 6, 2021
Agenda Item Wording:	Public hearing and consideration of approval of an Ordinance enacting PDD # 12 and rezoning a property from Agriculture (AG) to PDD # 12 with base zoning of SF-3, the property being an approximately 101 acre portion of the Cannon Tract directly south of Founders Park Road and directly east of Rob Shelton Boulevard at A0415 Philp A Smith Survey, A0044 Edward W Brown Survey, A0475 Wm Walker Jr Survey, ABS 673 IV Davis Jr Survey, ABS 693 IV Davis Jr Survey. Applicant: Steven Pierce, Ashton Austin Residential, L.L.C. Annexation; PDD; Offsite Road Agreement; and Utility Agreements
Agenda Item Requestor:	Steven Pierce, Ashton Austin Residential, LLC
Applicant:	Steven Pierce, Ashton Austin Residential, LLC
Owner:	Cannon Family Ltd., 100 Cannon Ranch Road Dripping Springs, TX
Date of Application:	May 27, 2020
Staff Recommendation	Recommendation of Approval as presented.



Summary/Background:**This Staff Report covers the Annexation, Zoning, Offsite Road Agreement, and Utility Agreements.**

The subject property is currently located in the extraterritorial jurisdiction (ETJ) but will be annexed into the City. Upon annexation, the applicant is requesting a Planned Development District for an approximately 100.5 acre tract of land, generally located at Cannon Ranch. This parcel is part of a larger tract known as the Cannon Ranch Tract. The applicant is requesting a Planned Development District with base zoning district of Single-family residential—Town center (SF-3) with the intent of developing 375 single family lots including up to 148 40-foot lots, 164 45-foot lots, and the remainder as 60-foot lots.



This project also involves an Offsite Road Agreement for roads connecting the property to 290 and improvements on Rob Shelton for which they are seeking reimbursement. This application was submitted in May 2020 and the City has had multiple meetings with developer including with the Development Agreement Working Group.

Location:

The property is located north of US Highway 290 and south of the intersection of Lone Peak Way and Founders Park Road.

Physical and Natural Features:

The property primarily has grasslands, has some tree clusters, and the topography is more intense on the east.

Surrounding Properties:

The subject property is within the core of the City of Dripping Springs. The City has seen fast growth in this area of the City and should take various measures to ensure the proper development and compatibility with the surrounding area.

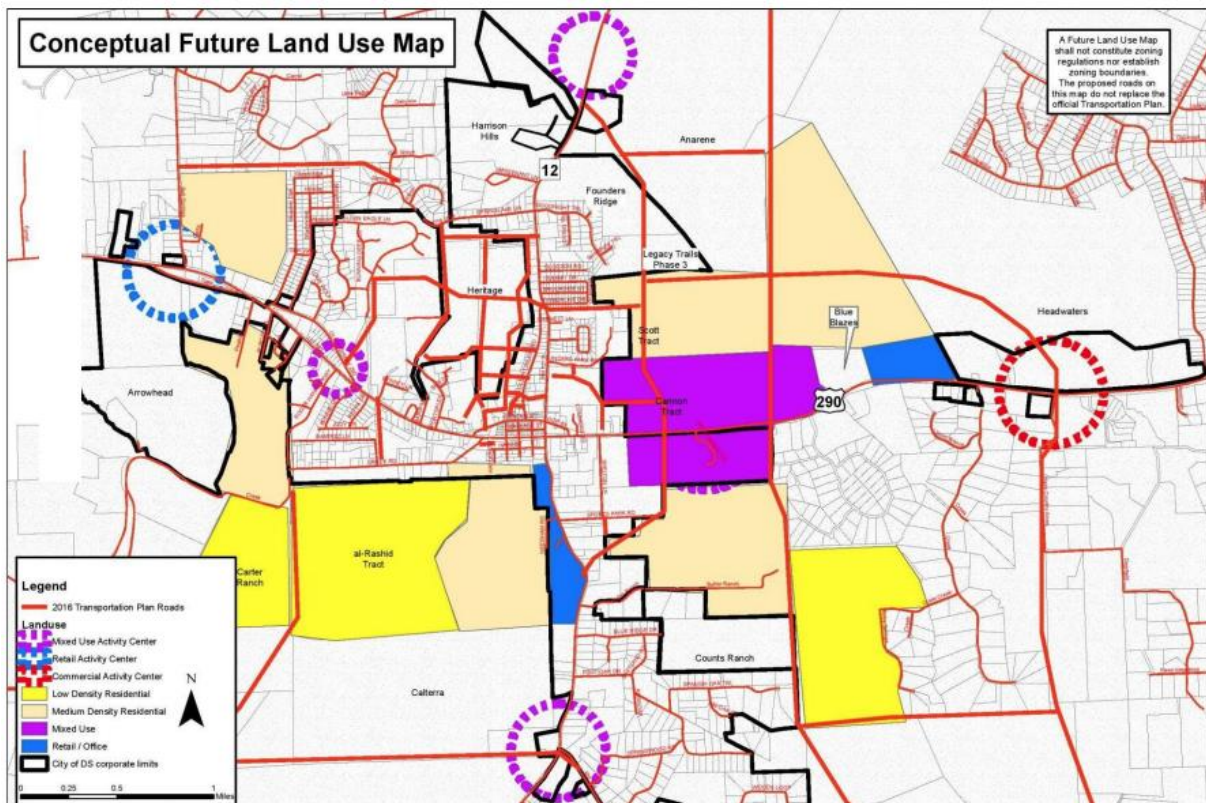


The current zoning, future land use designation, and exiting uses on the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan / Future Land Use Plan
North	PDD Founders Memorial Park	Big Sky Ranch at Dripping Springs	Medium Density Residential
East	ETJ (Cannon Tract)	Undeveloped	Mixed-Use
South	ETJ (Cannon Tract)	Undeveloped	Mixed-Use / Mixed Use- Activity Center
West	PDD	Texas Heritage	Not within the Future Land Use Plan

Future Land use Map and Zoning Designation:

The subject property is designated on the Future Land Use Map as Mixed use. This category includes a blend of retail, office, and residential uses. Though the development is all residential the mixed-use designation covers the entire Cannon Tract Parcels which allows for a mixture of uses to be developed in the other tracts.

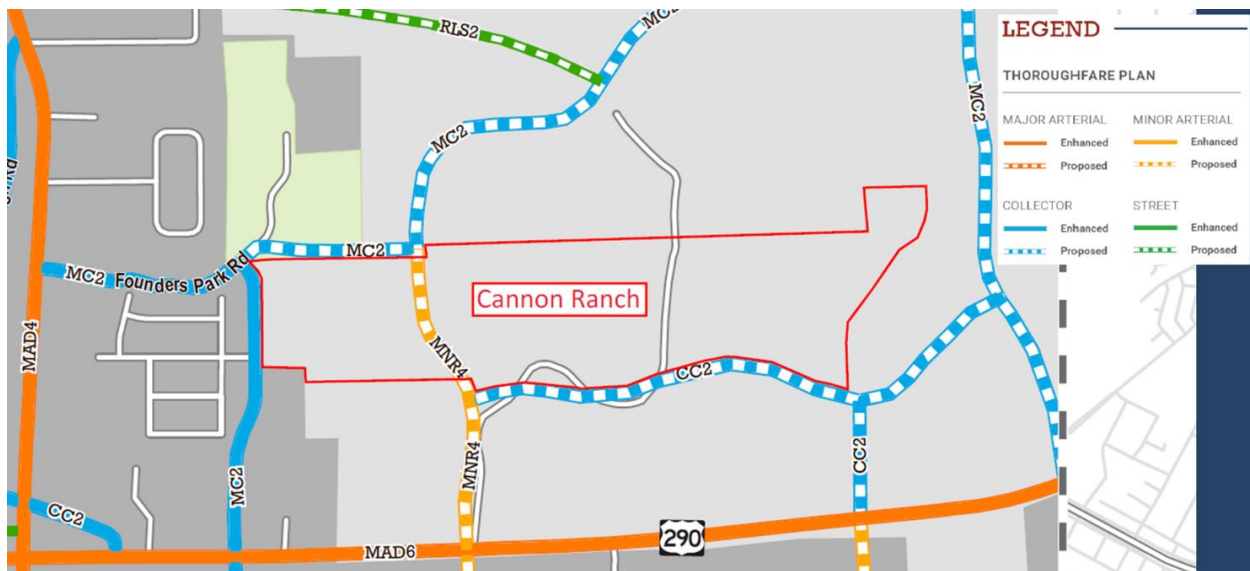
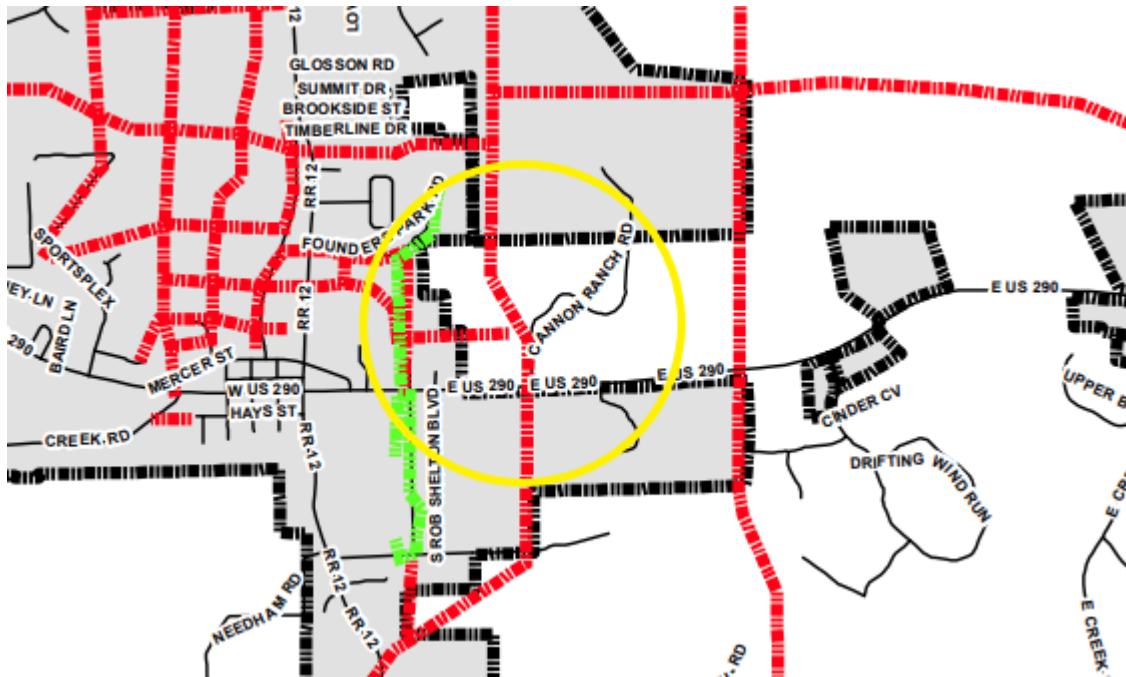


The base zoning of Single-family residential—Town center (SF-3) allows for connectivity and access to adjacent neighborhoods and amenities such as parks and future schools. The Planned Development districts places regulations that are compatible with the adjacent tracts and allows for a smooth transition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

have more intense residential lots near 290 and Rob Shelton Dr and less intense residential more to the east towards the City's ETJ.

Other Master Plans:

The 2019 Amended Transportation Plan shows a proposed north/south vehicular connection through the subject property. The City is working on an update Master Transportation Plan and Thoroughfare Plan that shows a new east/west connection that would provide pedestrian and vehicular connectivity. The applicant has worked with Staff to comply with the proposed Master Transportation Plan. The below section outlines the Transportation issues.



Offsite Road Transportation/ Road Improvements:

The overall development will be accessed from US Highway 290 with the construction of the North/South Roadway as a four-lane minor arterial between US 290 and Founders Park Road. The pedestrian facilities (sidewalks, etc.) will be provided only within the subject property. An arterial street is intended to serve both local and regional traffic by connecting cities and rural areas to the highway system while limiting access. The other points of access will be from Rob Shelton Boulevard and Founders Park Road, which are both intended as collector streets. Collector streets are intended to provide equal levels of mobility and access by connecting local roads and the arterial network and by providing direct access to developments.

City staff initially requested the following improvements from the Cannon Ranch Development:

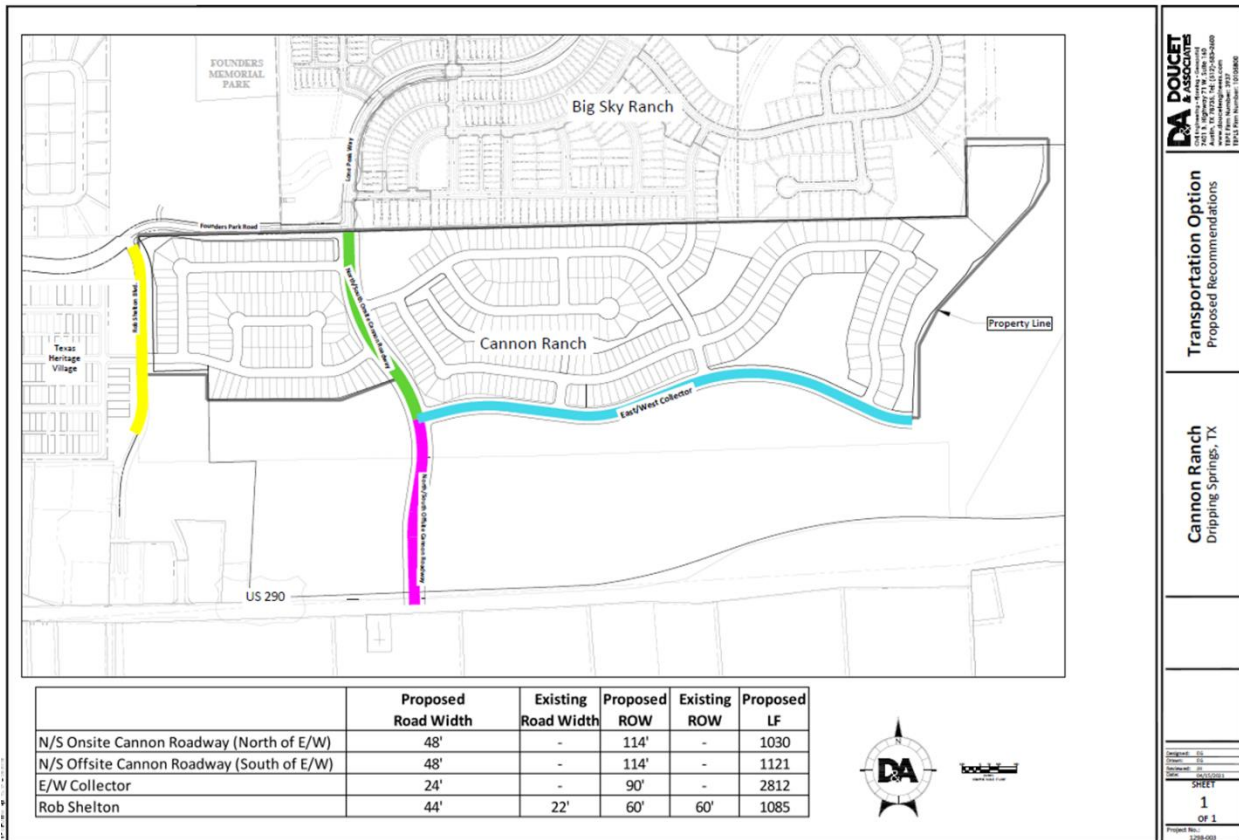
1. Expansion of Rob Shelton Boulevard between the commercial and Founders Park Road to match the existing roadway section north of US 290.
2. Expansion of Founders Park Road to match the City's Transportation Master Plan cross-section. This widening would include adding a median and pedestrian facilities.
3. Construction of the North/South Roadway as a four-lane minor arterial with pedestrian facilities between US 290 and Founders Park Road.
4. Construction of the East/West Roadway as a two-lane collector with pedestrian facilities between North / South Roadway and east property line.
5. Construction of a roundabout at Rob Shelton Boulevard and Founders Park Road.
6. Construction of a roundabout at Founders Park Road and North / South Roadway.
7. Intersection improvements as identified in the TIA.

The Cannon Development has agreed to the following:

1. Design and construction of Rob Shelton Boulevard between the commercial and Founders Park Road to match the existing roadway section north of US 290. This will be reimbursed by the City.
2. No improvements are proposed on Founders Park Road, as the recommended improvements do not add capacity.
3. Construction of the North/South Roadway as a four-lane minor arterial between US 290 and Founders Park Road. Pedestrian facilities will be provided only within the property.
4. Construction of the East/West Roadway as a two-lane collector between North / South Roadway and east property line without pedestrian facilities.
5. Reserve right-of-way for a roundabout at Rob Shelton Boulevard and Founders Park Road.
6. Reserve right-of-way for a roundabout at Founders Park Road and North / South Roadway.
7. Intersection improvements as identified in the TIA - \$307,500 to a traffic signal at US 290 and North/South Roadway.

The transportation improvements proposed to be constructed by the Cannon development are those that provide additional roadway capacity. These improvements align with the City's transportation priorities. The construction of a four-lane North/South arterial provides needed mobility in this quadrant of the City. A two-lane roadway is needed to meet the traffic demands of the Cannon Development, but a four-lane roadway is needed for the demands of area including

future growth. Collectively, the transportation improvements proposed by Cannon exceed the Development's proportional share identified in the TIA.



Cannon has provided four options for Rob Shelton that each provide different benefits and costs to the City. At the time of construction of the first phase Ashton Woods will provide these options and costs to the City for the City to decide which option, if any, it wishes to pursue for Rob Shelton improvements.

Wastewater Agreement:

The subject lot is within the City of Dripping Springs service area for wastewater and water and will be worked out through an agreement. Electricity will be provided through Pedernales Electric Cooperative (PEC).

This Wastewater Service Agreement addresses wastewater service for the proposed Development on what is commonly referred to as the Cannon Tract (hereafter "Cannon"). The Owner is Ashton Austin Residential L.L.C. ("Owner") The proposed agreement is based on our standard wastewater agreement. Salient points of the proposed Agreement are listed below.

- 1) LUEs made available to Cannon Tract (residential only – no commercial)
 - a. 200 LUEs are immediately available ("Initial Service").
 - b. After the Initial Service of 200 LUEs, if City in its sole discretion allows additional connections, it will do so in 50 LUEs increments. If City does not allow connection, Owner may pump and haul until the

East Interceptor and the new Discharge WWTP is constructed and operational. Pump and haul will be at Owner's expense.

- c. A total of 375 LUEs are available upon completion of the East Interceptor and the new Discharge WWTP.

2) Facilities and easements

- a. Owner pays all costs of building facilities (onsite and offsite) to connect to the East Interceptor. There are no offsite facilities needed for the Initial Service (Cannon will connect through Big Sky).
- b. City will be constructing offsite facilities (East Interceptor).

3) Payments – Owner must pay the following

- a. Impact Fees
 - i. Upon approval by the City of the initial preliminary plat of the Proposed Development, Owner shall prepay to City the Impact Fees for the initial 200 LUEs in the amount of \$7,580 per LUE.
 - ii. The payment for the Impact Fees for each remaining LUEs will be due upon such time as the permit required for construction of Units for that LUE is submitted to City in an amount required under the Impact Fee Ordinance and shall not exceed \$7,580.00 per LUE.
 - iii. Owner will pay the Beneficial Reuse Infrastructure fee. This payment shall be due within sixty (60) days after the recording of each final plat of the Project.
- b. Owner pays for City inspection and review and legal fees.

Water Agreement:

This Proposed Agreement will memorialize our Agreement with Ashton Austin Residential L.L.C. to provide retail water service to the residential development on what is commonly referred to as the Cannon tract. This Proposed Agreement provides the following salient points:

- 1) The City will obtain wholesale service from WTCPUA and the City will, in turn, provide retail water service to the Ashton (Cannon) Development.
- 2) Developer will provide, at its cost:
 - A) All facilities that are required to connect to and extend water service from the WTCPUA System to the Proposed Development through and including retail water meters.
 - B) Necessary easements.
- 3) City will Provide up to 375 LUEs of retail water service for residential service and 10 LUEs for irrigation (all charged at the retail potable water rates), for a total of 385 LUEs.
- 4) Developer agrees to:
 - A) Pay fees associated with Agreement and obtaining water from WTCPUA.
 - B) Construct facilities in accordance with City policies, WTCPUA policies, and TCEQ rules.

- C) Pay City inspection fees and any WTCPUA fees.
- D) Obtain any necessary permits.
- E) Obtain easements and convey them to City.
- F) Convey facilities to the City.
- G) Pay rates and charges imposed by City (which will include a pass through of any rates and charges charged to the City by the WTCPUA).

5) The City has the Right to:

- A) Inspect and approve facilities.
- B) Approve Easements

6) Miscellaneous

- A) Facilities will have a two-year warranty.
- B) The City has already adopted a rate structure that has been codified by as an ordinance for retail water rates.

Proposed Zoning District and PDD Development Regulations:

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

The Planned Development Districts permitted uses are as follows:

- Single-Family Dwelling, Detached;
- Accessory Bldg/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Amenity Center.

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

Development Standards		
	Single-family residential— Town center (SF-3)	Planned Development District
Size of Lots		
Minimum Lot area	3,500 square feet	4,600 square ft./dwelling unit
Minimum Lot Width	35 feet	40 feet (Internal); 50 feet (Corner)
Minimum Building Width	25 feet	25 feet
Setback Requirements		
Minimum Front Yard	10 feet	20 feet
Minimum Side Yard	5 feet, 7.5 feet	5 feet; 15 feet (Corner)
Minimum Rear Yard	10 feet	10 feet
Accessory Building	5 feet	5 feet
Height Regulations		
Main Building	2 ½ stories, or 40'	2 ½ stories, or 40'
Other Development Standards		
Impervious Cover	65 %	50% total, maximum 65% per lot

Other development regulations:

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

2.4.7 Parking.

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

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

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

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

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

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

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

Parkland:

The total parkland dedication is 18.82 acres, 16.82 acres of the development is set aside for public parkland dedication; another 2.00 acres of the development is set aside for private parkland dedication. (Note: Per City Ordinance Section 38.03012 Credit of Private Parks, “the City Administrator, after recommendation from the Parks and Recreation Commission, and approval from City Council, may grant a credit up to twenty-five percent (25%) of the required Public Parkland dedication amount and/or fee-in-lieu. The credit is not applicable to the Park Development Fee.” The 2.0 acres included in the calculations above for private parkland is approximately 12.2% of the 16.30 acres of parkland required per ordinance, well under that 25% maximum.)

The applicant has asked for a waiver of park development fees. Section II-4 of the parkland dedication narrative requests a waiver of a portion of the calculated \$243,000 Parkland Development Fee because of the \$292,619 value of parks and trail being provided within the development.

At 23 DUs for the proposed development, Cannon Ranch is adding a potential 1,100+ people to the Dripping Springs community that will be using the City’s Community Parks. Per ordinance, the “Parkland Development Fee is meant to provide active recreation parks and sports field options, and /or provide trails that connect park users to existing community parks.”

Approximately 1,826 linear feet of 8’ wide concrete trail along the Founders Park Road extension (approximate value of \$83,679) provides a de facto extension of the City wide trail system and a connection to Founders Memorial Park from Cannon Ranch development.

Section II-4 of the parkland dedication narrative states the following:

“Due to the improvements being constructed on-site with the trails being valued at \$217,619 and the private park improvements being valued at \$75,000, the Applicant would like consideration to waive a portion of the Parkland Development Fee. In addition to the value of the improvements constructed on-site, the applicant will be paying a total of 1/3 of the Parkland fee to the City, which equates to \$81,000. The total Parkland Development Fee required is \$243,000 and the total improvements being constructed in the parkland and open spaces are valued at \$292,619. Including the fee payment, this gives a delta of \$130,619 in improvements and cash payments in excess of the required Parkland Fee amount.”

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

Cannon will be providing amenities at the 2-acre neighborhood park that include:

1. A Children’s Playground (school ages 5-12): ADA access children’s playscape with
2. twelve-inch (12”) depth engineered mulch playground surfacing
3. Sidewalks
4. Picnic Areas
5. Seating Areas with Shade
6. Unstructured play area

7. Irrigated and enhanced landscaping

Highlights:

1. A major 4 lane roadway will be built from Founders Park Road south to 290. An east/west road will be constructed from the major 4 lane roadway to the edge of the project.
2. They will improve the north section of Rob Shelton to Founders Park Road to be the same as the southern portion including a median, but with City reimbursement. The offsite road agreement gives the City the flexibility at time of cost estimate to determine whether it wants these improvements to be constructed.
3. In consideration of the road improvements which exceed the project's impact, they are requesting not to build a shared use path on their property for the east/west road and for reimbursement for the improvements on Rob Shelton.
4. They have agreed to the City's design requests.

Evaluation:

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

Article 30.03.007 (c)(3)	
a) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.	
The PDD is in compliance with all provisions of the city's code of ordinances, with the exceptions of the amendments requested herein.	
b) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.	
The development of the property will impact the existing natural resources on the site. The development will be off setting the impact by planting two 65-gallon size trees per residential lot and one 65-gallon size tree for each 25 feet of frontage for non-residential lots. The development will preserve existing natural drainageways by establishing Water Quality Buffer Zones along them per the City's water quality ordinance. The development will preserve Critical Environmental Features (CEFs) by providing a geologic assessment for the tract and establishing protective setbacks for any CEFs identified per the City's subdivision ordinance. The development will also protect existing natural drainageways and water quality by providing stormwater detention and water quality facilities per City and TCEQ regulations.	
c) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.	
The proposed development is a compatible use with the surrounding lots/uses. The development is proposing design standards for the homes. The standards would require 100% masonry on all elevations which include native stone, brick, masonry, stucco, and cementitious siding.	

	The development will also provide variation on the front façade of all residential homes to ensure a nonrepetitive streetscape (See 2.4.8 of the Proposed PDD.)
d)	The provision of a safe and efficient vehicular and pedestrian circulation system.
	The applicant has worked with staff to ensure safe and efficient vehicular and pedestrian circulation. The applicant presented their request to the Transportation Committee in April 2021 and the Committee recommended approval of the transportation plan. As stated above the applicant will be providing a 4-lane north/south connection through the property from Lone Peak Way to US Highway 290 that will provide the site and surrounding sites with sufficient vehicular circulation. The applicant will also provide an east/west connection that will provide future developments with proper connectivity.
e)	The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.
	Section 2.4.7 states the parking requirements for the development. The parking for residential uses is compatible with the city's current parking requirements for residential dwellings. The parking for parkland is compatible with the city's parking ordinance and staff has worked out the details with the applicant. If any of the amenities on the parkland lots are to change parking will be reevaluated by the Development Review Committee (City Planner, City Engineer, City Administrator, Building Official.)
f)	The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.
	The applicant is proposing adequate traffic circulation and will be required to comply with fire code in order to provide adequate access to the structures. The street widths exceed our current ordinance and meet the proposed Master Transportation Plan.
g)	The coordination of streets so as to arrange a convenient system consistent with the transportation plan of the city.
	The applicant has worked with staff to ensure that transportation system within the development is compatible with the city's current Transportation Plan as well as the proposed Master Transportation Plan. The current transportation plan extends Lone Peak Way to US Highway 290. The proposed master transportation plan proposes the north/south connection as well as the east/west connection. The new master plan will ensure that there is proper safety and circulation for vehicles and pedestrian traffic.
h)	The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.

The applicant is not proposing any screening for adjacent lots or surrounding uses outside of their property boundaries. Within the development the applicant is proposing an 8ft fence along any collector or arterials streets to provide a buffer from the adjacent residential lots.	
i)	Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.
The development will comply with the city's lighting ordinance.	
j)	The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses
The applicant presented their Parkland Dedication and Development Fee to the Parks Commission on June 7, 2021. The Parks Commission voted 6-1 to recommend approval of the Parkland dedication and development fee proposed. (see above parkland section for more information).	
k)	Protection and conservation of soils from erosion by wind or water or from excavation or grading.
The applicant will be required to conform to all ordinances as well as State regulations regarding conservation and erosion control at the time of development.	
l)	Protection and conservation of watercourses and areas subject to flooding.
There is no FEMA floodplain located on this site, but the applicant will be required to provide water quality, which is shown on the concept plan as being underground.	
The project does contain water quality buffer zones that is a tributary to Barton Creek	
m)	The adequacy of water, drainage, sewerage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
The applicant is in the process of negotiating a wastewater and water agreement with the City in order to secure LUEs for the site, however, in the event that there are not enough to accommodate the development, they are proposing an interim septic system. Furthermore, the applicant will provide all utilities and facilities required of the development and they will be constructed in accordance with the public improvement plans. The development will also manage drainage providing stormwater detention and water quality facilities per City and TCEQ regulations.	
n)	Consistency with the comprehensive plan.
The comprehensive plan and future land use plan designates the area as mixed-use which allows for a mixture of uses such as retail, office, and residential. Though the development is primarily residential it is a compatible with the mixed-use designation as there are other surrounding areas within the mixed-use designation that could offer other compatible uses to meet the intention of the comprehensive plan.	

Commission Recommendations:	The DAWG requested various road improvements for the 375 density which the developer agreed to in the form of construction with some reimbursement. The Transportation Committee recommended approval at the April 2021 meeting;
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	The Parks & Recreation Commission recommended approval at their June 7, 2021 meeting; and The Planning & Zoning Commission recommended approval of the Planned Development District Ordinance with SF-3 base zoning with variances, setbacks, and design requirements.
Actions by Other Jurisdictions/Entities:	The TIA is still under review by the Texas Department of Transportation. Per Leslie Pollack, the TIA will be finalized after approval by City Council.
Previous Action:	No previous action taken.
Recommended Action:	Approval of the Annexation, Planned Development District, Road Agreement, and Utility Agreements as presented.
Alternatives/Options:	Disapproval of the ordinances and agreements; Postponement.
Budget/Financial Impact:	The City will gain additional property tax, roads, trails, utility infrastructure, a partial park development fee, and various development fees.
Attachments:	- Proposed Planned Development District - Annexation Documents - Utility Agreements - Exhibits - Offsite Road Agreement - Staff Report
Related Documents at City Hall:	Zoning Application; Annexation Application
Public Notice Process:	Notice was published in the newspaper.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A
Comprehensive Plan Element:	This property is listed as Mixed Use on the Future Land Use Plan.

Draft City Council

July 6, 2021

**PLANNED DEVELOPMENT DISTRICT No. 12:
Cannon Ranch**

Planned Development District Ordinance
Approved by the Planning & Zoning Commission on:
June 22, 2021.
Approved by the City Council on:
_____, 2021

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

WHEREAS, the Owner is the owner of certain real property consisting of approximately 97.049 acres located within the City Limits of the City of Dripping Springs (“City”), in Hays County, Texas, commonly known as “Cannon Ranch” and as more particularly identified and described in **Exhibit “A”** (the “Property”) to **Attachment “A”**; and

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

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

WHEREAS, the Owner has submitted an application to the City to rezone the Property to Planned Development District (“PDD”), designating it “PDD 12”; and

WHEREAS, after public notice, the Planning and Zoning Commission conducted a public hearing and recommended approval on June 22, 2021; and

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

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

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

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

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

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

- A. Zoning District Created.** PDD 12 is hereby established consistent with *Attachment "A,"* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Code of Ordinances Chapter 30, Exhibit A [Zoning Ordinance], § 3.1 [Zoning Districts] is hereby amended to add the zoning district identified as PDD 12.
- B. Zoning Map Amended.** The official zoning map of the City is hereby amended to demarcate the boundaries of PDD 12 consistent with the boundaries of the Property delineated in the Property Legal Description, *Exhibit "A"* to *Attachment "A"*.
- C. PD Master Plan Approved.** The PD Master Plan attached as *Exhibit "B"* to *Attachment "A"* is hereby approved. The PD Master Plan, together with *Attachment "A"*, constitutes the zoning regulations for the Project. All construction, land use and development of the Property must substantially conform to the terms and conditions set forth in the PD Master Plan, this Ordinance, *Attachment "A"* and the exhibits. The PD Master Plan is intended to serve as a guide to illustrate the general vision and design concepts. The PD Master Plan is to serve as the conceptual basis for the site plan(s) subsequently submitted to the City seeking site development permit approval. If this Ordinance and the PD Master Plan conflict, this Ordinance controls. This approval shall not be interpreted as approval of a variance, utility sources, or other site plan or plat requirements without specific reference in the ordinance or variance chart, or in future approvals.
- D. Administrative Approval of Minor Modifications.** In order to provide flexibility with respect to certain details of the development of the Project, the City Administrator is authorized to approve minor modifications. Minor modifications do not require consent or action of the Planning & Zoning Commission or City Council. Examples of minor modifications include the location of use classifications; slight adjustments to the internal street and drive alignments in accordance in Section 2.6.2 Roadway Alignments; orientation of buildings; and adjustments that do not result in overall increases to traffic, density, or impervious cover, or a decrease in

parkland, trails, or open space in excess of two acres, and that otherwise comply with the Applicable Rules. Changes that affect the lotting plan shall not be minor unless the change does not affect the maximum number of lots or the maximum number of lots of certain widths. Adjustments of lot locations shall not be minor unless the relocated lots are adjacent to previous locations. The City Administrator may approve minor modifications in writing following consultation with the Development Review Committee. City Administrator may refer a dispute concerning a Minor Change to the Planning and Zoning Commission for recommendation and the City Council for final approval including the question of whether a change is a minor modification.

- E. Code of Ordinances.** The Code of Ordinances shall be applicable to the Project, except as specifically provided for by this Ordinance, *Attachment “A”*, or the PD Master Plan.
- F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- G. Attachments and Exhibits Listed.** The following attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

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

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

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

4. SEVERABILITY

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

this Ordinance.

5. PENALTY

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

6. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapters 52 and 211 of the Texas Local Government Code.

8. EFFECTIVE DATE

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr. Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

City of Dripping Springs

CODE OF ORDINANCES

ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS

PLANNED DEVELOPMENT DISTRICT NO. 12:

ARTICLE I. GENERAL PROVISIONS

- 1.1. **Popular Name.** This Chapter shall be commonly cited as the “PDD 12 Ordinance”, also referred to as “this Ordinance” herein.
- 1.2. **Scope.** This Ordinance applies to the Property, as more particularly described in Exhibit “A”.
- 1.3. **PD Master Plan.** The PD Master Plan, as shown Exhibit “B”, has been approved by the City and shall guide permitting, development and use of the Property.
- 1.4. **Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined herein, or, if capitalized and not defined herein, as defined in the Code (hereinafter defined):

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

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

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

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

Code, City’s Code of Ordinances or City of Dripping Springs Code of Ordinances: The entirety of the City’s ordinances, regulations and official policies in effect at the time of the Effective Date except as modified by the Project Approvals and variances granted

under this Ordinance. This term does not include Building Codes, Sign Ordinance, the Water Quality Protection Ordinance, Lighting Ordinance, Base Zoning District and Zoning Regulations, Subdivision Ordinance, Site Development Ordinance, or regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

Dripping Springs Technical Criteria: The criteria adopted in Article 28.07 of the City of Dripping Springs Code of Ordinances that includes technical criteria standard specifications and adopted in Ordinance 2019-39 and as modified.

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

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

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

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

Landscaping Ordinance: Landscaping and Tree Preservation ordinance provisions in the Subdivisions and Site Development Codes of the City of Dripping Springs Code of Ordinances.

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

Parks, Trails, and Open Space Plan: As incorporated herein as “Exhibit C”.

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

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

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

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

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

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

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

ARTICLE II. DEVELOPMENT STANDARDS

- 2.1. **General Regulations.** Except as otherwise provided in this Ordinance and the PD Master Plan, the Property shall be governed by the site regulations and development standards contained in the Code of Ordinances.
- 2.2. **Phasing.** The Property may be developed in phases. The Project is intended to be developed in phases as shown on *Exhibit "G"*. Owner may change the phasing of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. Construction plans shall be submitted to the City for approval with each phase. Each plat filed with the City shall contain parkland required for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. In addition, an impervious cover tracking chart shall be submitted as an exhibit with each plat filed indicating the amount of impervious cover proposed for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. Outdoor burning of brush and related materials is not allowed.
- 2.3. **Permitted Uses.**
 - 2.3.1. **Base Zoning:** The base zoning district for the Property shall be SF-3, which shall be the basis for all zoning specifications not addressed in this Ordinance or the PD Master Plan.
 - 2.3.2. **Allowed Uses:** Those uses listed in the PD Uses Chart attached as *Exhibit "H"* are hereby permitted by right within the Project.
- 2.4. **Design Specifications:**
 - 2.4.1 **Impervious Cover.** The Property may be developed with an Impervious Cover Percentage that does not exceed fifty percent (50%) over the entire Project. Each residential lot may be developed with an Impervious Cover not to exceed sixty-five percent (65%).
 - 2.4.2 **Minimum Lot Area:** Four thousand six hundred (4,600) square feet.

2.4.3 Building Height and Width. Buildings shall not exceed 2 ½ stories or 40 feet, whichever is less, measured from the average elevation of the existing grade of the building to the highest point of a flat or multi-level. Minimum width of residential building shall be twenty-five (25) feet.

2.4.4 Minimum Lot Width

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

2.4.5 Setbacks. Building setbacks shall be as follows:

- a. **Minimum Front Yard:** Building setbacks for all uses shall be twenty (20) feet from the street right of way.
- b. **Minimum Side Yard:** Building setbacks shall be five (5) feet; provided, however corner lots will be set back a minimum of fifteen (15) feet from the street right of way this term includes alley right-of-way.
- c. **Minimum Rear Yard:** Building setbacks shall be ten (10) feet.
- d. **Minimum Setback for Accessory Building:** Five (5) feet; no accessory buildings, fences, or structures including pools and pool equipment are permitted in any front yard or any public utility easement (PUE).
- e. **Fence within front Street Yard:** No fence shall extend into the front Street Yard.
- f. **Maximum Height of Fence Outside of Street Yard:** Six (6) feet; provided, however, that the Property may have an eight (8) foot maximum height of fence where separating residential lots from adjacent arterial or collector roads. Material of a fence in excess of six (6) feet shall be constructed of masonry, reinforced concrete, or other approved materials that do not contain openings. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Approval shall be by the Development Review Committee.

2.4.6 Cut & Fill. Improvements requiring a site development permit will be held to no more than twelve (12) feet of cut or fill and fourteen (14) feet of cut for ponds; however, fill placed under foundations with sides perpendicular to the ground need not comply with this requirement. No cut shall be greater than twelve (12) feet or fourteen (14) feet for ponds, except for structural excavation for building foundations, which must be approved by City Engineer. To be allowable, the City Engineer must first review and approve the structural stability, the aesthetics, and the erosion prevention techniques to be utilized for all cuts and fills exceeding six

feet (6') of depth. Cut and fill requirements shall not apply to either right-of-way or residential development.

2.4.7 **Parking.**

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

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

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

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

1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
2. Covered front porches or patio with a minimum size of 60 square feet;
3. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
4. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street):
5. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match

house).

6. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail.
7. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction.
8. Two or more masonry finishes to compliment the architectural style of the home; and
9. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

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

2.4.9 Roofs and Overhead Structures. On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements.

2.4.10 Density of Development: With respect to the density of the Project, Owner will have the right to develop the Land at a density not to exceed 375 Dwelling Units (DUs). The Project will have the following lot sizes and same are shown on the Lotting Plan attached as hereto as Exhibit "J" :

- a. a maximum of 148 forty-foot (40') lots.
- b. a maximum of 312 combined forty-foot (40') and forty-five-foot (45') lots.
- c. a minimum of 60 sixty-foot (60') lots or larger.
- d. lot placement shall generally conform to the PD Master Plan.

2.4.11 Parkland: The Project is required to have 16.30 acres of Parkland. The Project will include approximately 19.06 net acres that will be dedicated for Parkland, the area being shown more fully on **Exhibit "C"** attached hereto and incorporated herein for all purposes (the "Parkland"). This dedication of the Parkland shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of Article 28.03 (Parkland Dedication) under the City's Code of Ordinances and Sections 19.1 and 19.4 (Subdivisions). Owner has prepared a Parks, Trails, and Open Space Plan which has been approved by City.

- 2.5. Parks, Trails and Open Space.** Parkland and open space and associated improvements shall be in accordance the standards shown on **Exhibit “C”** attached hereto. A Parks, Trails, and Open Space Plan shall be approved by the City prior to approval of the first preliminary plat for the Project. The Parks, Trails, and Open Space Plan shall address all issues regarding public dedication, public access, and maintenance, including the Park Development Fee.
- 2.6. Access.**
- 2.6.1 Traffic Impact Analysis.** Owner has provided to the City, and the Traffic Impact Analysis shall be finalized within thirty (30) days of approval of this ordinance.
- 2.6.2 Roadway Alignments:** The roadway alignments shown on the Transportation Plan and the Master Plan are approved by the City. All roadways and driveways not shown on the Transportation Plan or the PD Master Plan shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld.
- 2.7. Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities) provided, however, to the extent any above-ground utilities exist as of the date hereof, they can remain above-ground.
- 2.8. Lighting and Signage.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City’s Code of Ordinances (“Outdoor Lighting Ordinance”), as may be amended, from time to time. To the extent any portion of the Agreement conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control. Owner, homeowners, end users and/or a Homeowners Association will be required to operate and maintain the lighting within the Project according to the Applicable Rules. Owner agrees that the Covenants, Conditions, and Restrictions (the CCR’s) for the Project shall reinforce this provision and be applied to all construction and builders. A Master Sign Plan shall be submitted for City approval prior to the placement of any signs that are not in compliance with either (i) the City’s Sign Ordinance or (ii) the variances described in the PD Modifications Chart attached hereto as **Exhibit D**.
- 2.9. Tree Preservation:** The City of Dripping Springs City Code Landscaping and Tree Preservation Ordinance shall apply to the project except as modified by this Ordinance. Full tree survey to be submitted with each preliminary plat.
- 2.9.1 Tree Replacement Plan.**
- 2.9.1.1** Subject to 2.9.1.2, the Tree Replacement Plan shall be in accordance to the City of Dripping Springs Code of Ordinances – Chapter 28, Article 28.06 Landscaping and Tree Preservation.
- 2.9.1.2** The cash-in-lieu fees are determined to be \$467,934. There will be 77.989 of Disturbed Acres (77.989 acres times \$6,000 equals \$467,934). Owner

shall receive credit against the cash-in-lieu fees equal to the following:
375 lots with two 65 gallon size trees per lot at \$685.00 per tree for a lot credit of \$513,750.

The total credit will be \$513,750. The total cost of tree replacements in the Tree Replacement Plan exceeds the minimum the total cost per acre of disturbance in the Tree Removal Plan.

2.9.2 Nonresidential Street Tree Requirements. At least one (1) required 65 gallon size tree, shall be planted adjacent to or near the street right-of-way along the Project's roadway frontage for each twenty-five (25) feet, or fraction thereof, of linear street frontage, in accordance with the Street Standards shown on Exhibit E. The required number of trees need not be placed uniformly, but may be clustered in groups.

2.10 Water Quality: Owner agrees to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Agreement in Exhibit D and elsewhere.



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Doucetengineers.com

Cannon Ranch
Hays County, Texas

D&A Job No. 1298-003
June 25, 2021

BEING A 100.58 ACRE TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, AND THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, SAID TRACT BEING OUT OF THAT CALLED 209.697 ACRE TRACT CONVEYED IN A DEED TO CANNON FAMILY, LTD., AS RECORDED IN VOLUME 1619, PAGE 313 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING OUT OF A CALLED 58.000 ACRE TRACT DESCRIBED IN A DEED TO ORYX CANNON 58 LLC., RECORDED IN DOCUMENT NUMBER 20023358 [O.P.R.H.C.T.], SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" on the north line of the said 209.697 acre tract, same being the southwest corner of a called 200.4 acre tract, recorded in Document Number 18036374 [O.P.R.H.C.T.], being further described as a called 200 acre tract, recorded in Volume 171, Page 279, of the Deed Records of Hays County, Texas [D.R.H.C.T.], and same being at the southeast corner of a called 1.978 acre tract, recorded in Volume 1714, Page 289 [O.P.R.H.C.T.];

THENCE with a common line between the said 209.697-acre tract and the said 200.4-acre tract, the following two (2) courses and distances:

- 1) N88°34'55"E, a distance of 3,774.04 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an interior ell corner of the said 209.697 acre tract, same being at the southeast corner of said 200 acre tract, and
- 2) N00°50'48"W, a distance of 365.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northern northwest corner of said 209.697 acre tract, same being in the south line of a called 13.585 acre tract, recorded in Document Number 20027264 [O.P.R.H.C.T.], and b;

THENCE N89°00'33"E, with the north line of said 209.697 acre tract, and also being the south line of the said 13.585-acre tract, and with the south line of a called 291-1/3 acre tract described in Volume 258, Page 123 [D.R.H.C.T.], a distance of 424.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northeast corner of the tract described herein;

CONTINUED ON NEXT PAGE

THENCE over and across the said 209.697-acre tract, the following twenty-one (21) courses and distances:

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 1) S01°05'40"E, a distance of 69.82 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 2) S10°05'59"W, a distance of 106.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 3) S22°51'12"W, a distance of 151.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 4) S42°50'39"W, a distance of 368.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 5) S56°32'56"W, a distance of 68.53 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set found at an angle point,
- 6) S31°27'14"W, a distance of 77.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 7) S41°42'08"W, a distance of 288.31 feet to a Mag Nail with "DOUCET" found at an angle point,
- 8) S33°10'59"W, a distance of 82.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 9) S22°35'14"W, a distance of 106.02 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 10) S02°33'22"W, a distance of 379.88 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" found on the north line of the said 58.000-acre tract, from which a spindle found at the northeast corner of the said 58.000-acre tract bears S68°04'00"E, a distance of 78.35 feet, and continuing over and across said 58.000-acre tract a total distance of 435.19 feet to a calculated point of curvature and for the southeast corner of the tract described herein and being within the said 58.000-acre tract,

THENCE continuing over and across said 58.000-acre tract the following eight (8) courses and distances:

- 1) With a curve to the right, having an arc length of 228.89 feet, a radius of 515.00 feet, a delta angle of 25°27'54", and a chord which bears N77°34'10"W, a distance of 227.01 feet to a calculated point of tangency,

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- 2) N64°50'13"W, a distance of 277.81 feet to calculated point of curvature,
- 3) With a curve to the left, having an arc length of 784.34 feet, a radius of 960.00 feet, a delta angle of 46°48'43", and a chord which bears N88°14'34"W, a distance of 762.71 feet to a calculated point of tangency,
- 4) S68°21'05"W, a distance of 330.60 feet to a calculated point of curvature,
- 5) With a curve to the right, having an arc length of 322.95 feet, a radius of 640.00 feet, a delta angle of 28°54'42", and a chord which bears S82°48'26"W, a distance of 319.53 feet to a calculated point of tangency,
- 6) N82°44'13"W, a distance of 352.20 feet for a calculated point of curvature,
- 7) With a curve to the left, having an arc length of 345.54 feet, a radius of 910.00 feet, a delta angle of 21°45'21", and a chord which bears S86°23'06"W, a distance of 343.47 feet to a calculated point,
- 8) S75°30'26"W, a distance of 81.96 feet to a calculated point on the east line of said 58.000-acre tract, same being a line common to the said 209.697-acre tract and the said 58.000-acre tract, from which a spindle found for the northwest corner of the said 58.000-acre tract bears N06°07'42"E, a distance of 52.15 feet,

THENCE S06°06'37"W with the common line of the said 58.000-acre tract and the said 209.697-acre tract, a distance of 33.36 feet to a calculated point of curvature,

THENCE over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 29.31 feet, a radius of 25.00 feet, a delta angle of 67°10'08", and a chord which bears S23°55'04"W, a distance of 27.66 feet to a calculated point of reverse curvature within the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract, with a curve to the right, having an arc length of 33.59 feet, passing a calculated point at the line common to the said 209.697-acre tract and the said 58.000-acre tract, departing said common line and continuing over and across said 58.000-acre tract, a total arc length of 263.58 feet, a radius of 807.00 feet, a delta angle of 18°42'48", and a chord which bears S00°18'36"E, a distance of 262.41 feet to a calculated point within said 58.000-acre tract,

THENCE S09°02'49"W, a distance of 24.83 feet passing a calculated point on the line common to the said 58.000-acre tract and the said 209.697-acre tract, a total distance of 212.01 feet to a calculated point of curvature within the said 209.697-acre tract,

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THENCE continuing over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 171.69 feet, a radius of 746.64 feet, a delta angle of $13^{\circ}10'32''$, and a chord which bears $S04^{\circ}35'52''W$, a distance of 171.32 feet calculated point of tangency,

THENCE $S02^{\circ}11'31''E$, continuing across the said 209.697-acre tract, a distance of 260.58 feet to a mag nail with shiner stamped "EECL RPLS" found at the southwest corner of the said 58.000-acre tract, and on the existing north Right-of-Way line of U.S. Highway 290 (Variable Width Right-of-Way, Deed of Record not found),

THENCE $S87^{\circ}48'29''W$ with the existing north Right-of-Way line of the said Highway 290, a distance of 114.00 feet to a calculated point on the south line of the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract the following seven (7) courses and distances:

- 1) $N01^{\circ}11'31''W$, a distance of 260.58 feet to a calculated point for a point of curvature,
- 2) With a curve to the right, having an arc length of 194.05 feet, a radius of 856.12 feet, a delta angle of $12^{\circ}59'13''$, and a chord which bears $N04^{\circ}27'47''E$, a distance of 193.64 feet to a calculated point of tangency,
- 3) $N09^{\circ}02'49''E$, a distance of 212.01 feet to a calculated point of curvature,
- 4) With a curve to the left, having an arc length of 284.72 feet, a radius of 693.00 feet, a delta angle of $23^{\circ}32'23''$, and a chord which bears $N02^{\circ}43'23''E$, a distance of 282.72 feet to a calculated point of a compound curve,
- 5) With a curve to the left, having an arc length of 245.55 feet, a radius of 693.00 feet, a delta angle of $20^{\circ}18'06''$, and a chord which bears $N24^{\circ}38'37''W$, a distance of 244.27 feet to a calculated point of non-tangency,
- 6) $S70^{\circ}59'50''W$, a distance of 295.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point, and
- 7) $S89^{\circ}21'11''W$, a distance of 715.61 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said 209.697 acre tract, same point being on the east line of a called 4.078 acre tract, described as Tract 2, conveyed to City of Dripping Springs, recorded in Volume 5200, Page 886 [O.P.R.H.C.T.], and for an angle point of the tract described herein;

THENCE with the common line of the said 209.697-acre tract and the said 4.078-acre tract, the following four (4) courses and distances:

- 1) $N00^{\circ}51'53''W$, a distance of 161.19 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,

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- 2) S88°22'44"W, a distance of 299.63 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 3) N00°50'55"W, a distance of 517.61 feet to a 1/2-inch iron rod with cap stamped "CAPITOL", found at a point of curvature, and
- 4) With a curve to the left, having an arc length of 210.34 feet, a radius of 355.63 feet, a delta angle of 33°53'17" and a chord which bears N17°49'24"W, a distance of 207.29 feet to a 1/2-inch iron rod with cap stamped "DOUCET", found at the northwest corner of said 209.697 acre tract, same being in the south line of a called 11.61 acre tract, recorded in Volume 733, Page 101 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], and for the northwest corner of the tract described herein;

THENCE with the lines common to said 209.697 acre tract and said 11.61 acre tract, the following three (3) courses and distances:

- 1) N84°18'45"E, a distance of 142.18 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 2) N79°26'34"E, a distance of 100.24 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner and
- 3) N88°45'18"E, a distance of 33.52 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner of the tract described herein and at the southwest corner of said 1.978 acre tract;

THENCE with the common line of said 209.697 acre tract and said 1.978 acre tract, the following two (2) courses and distances:

- 1) N87°41'40"E, a distance of 226.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point of the tract described herein, and

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- 2) N89°32'34"E, a distance of 270.93 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 100.58 Acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936. Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

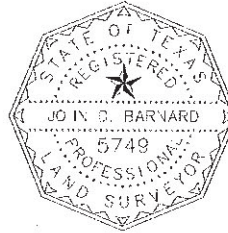
I, John Barnard, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.

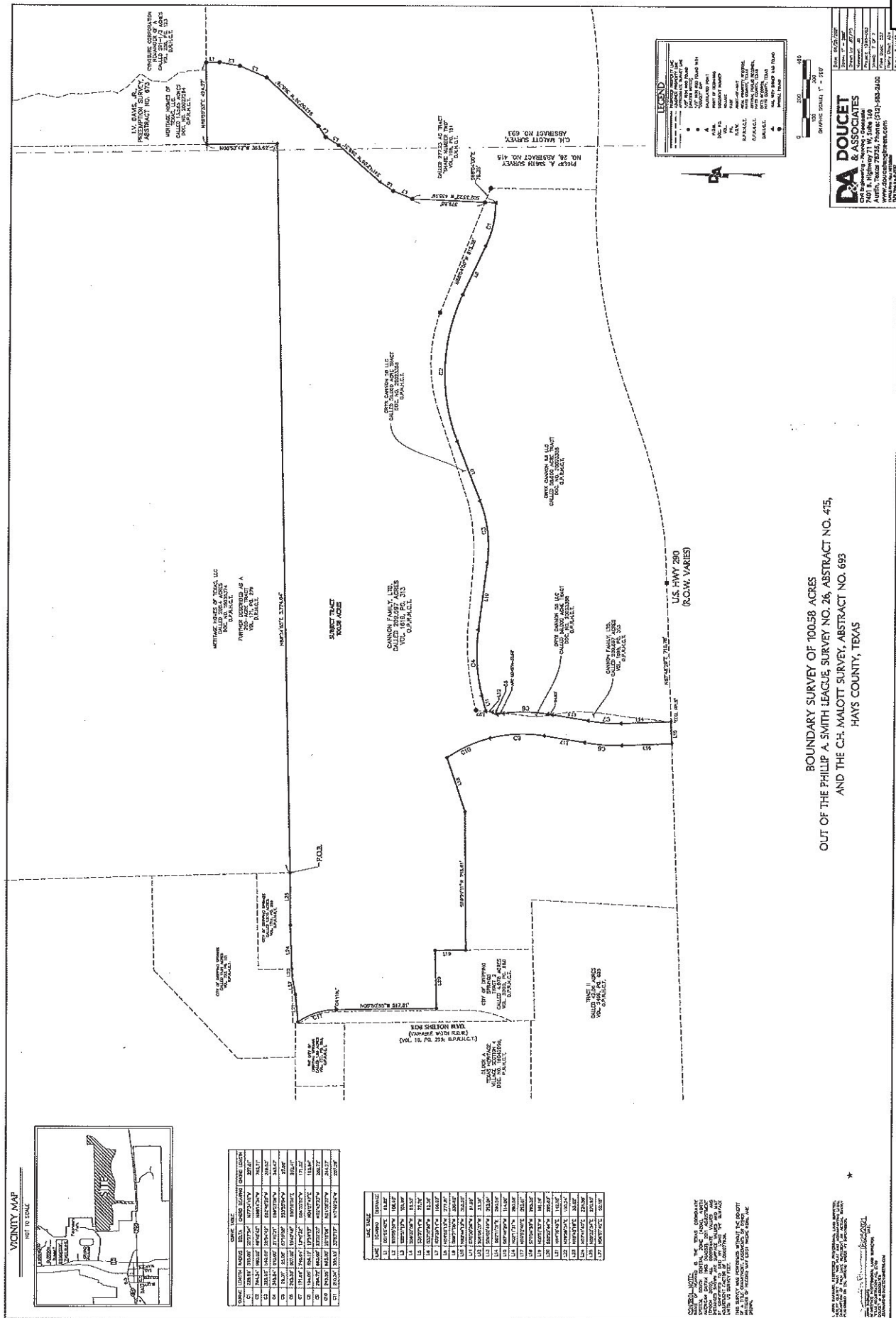
A handwritten signature in black ink, appearing to read 'John Barnard', is written over a horizontal line.

06/25/2021

John Barnard
 Registered Professional Land Surveyor
 Texas Registration No. 5749
 Doucet & Associates
 JBarnard@DoucetEngineers.com
 TBPELS Firm Registration No. 10105800

Date





FOUNDERS PARK

FOUNDERS PARK ROAD

ROB SHELTON BLVD.

U.S. HWY 290

LAND USE SUMMARY

- Residential
- Park/Open Space

TRAIL CONNECTION TO FOUNDERS PARK

SECONDARY ACCESS TO ADJOINING RESIDENTIAL DEVELOPMENT

DETENTION WATER QUALITY

NEIGHBORHOOD PARK

OPEN SPACE

45 FT. RESIDENTIAL

40 FT. RESIDENTIAL

60 FT. RESIDENTIAL

45 FT. RESIDENTIAL

40 FT. RESIDENTIAL

45 FT. RESIDENTIAL

EXISTING DETENTION/WATER QUALITY FACILITY

COMMUNITY TRAIL SYSTEM

TRAIL CONNECTION AT ENTRY ROAD INTERSECTION

IMPROVEMENTS TO INCLUDE SIGNALIZED INTERSECTION

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 natural resource agency review.

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Cannon Ranch – Dripping Springs, Texas
May 21, 2021

PARKLAND AND OPEN SPACE CALCULATIONS

Property Overview

Cannon Ranch is a residential community located north of US 290 and east of Rob Shelton Boulevard within the City of Dripping Springs ETJ. The property is approximately 97.4 acres and the Applicant is seeking City of Dripping Springs approval for the development of up to 375 residential lots.

The property is characterized as a mix of open pasture to the west as well as typical hill country with rolling hills and varying topography on the eastern side of the tract. The property is covered with a mix of cedar (Ashe Juniper), live oak and cedar elm hardwoods.

The Cannon Ranch Parkland and Open Space Plan consists of a combination of private and public parkland and open space. The centerpiece of the private parkland component will be a two (2) acre neighborhood park. The park is centrally located and is connected by a series of trails leading to the park and connecting to offsite planned and existing trails. Program elements to be constructed by the developer within the Neighborhood include a playscape, picnic areas, seating areas with shade and irrigated landscaping.

Cannon Ranch is located immediately southeast of Founders Memorial Park. With the community's proximity to the park in mind, a community open space system has been designed to offer pedestrian trail corridors from the east side of the city, leading to Founders Memorial Park. The community Parkland and Open Space Plan shall provide nearly a mile of roadside and off-road trails. The City of Dripping Springs Parks, Recreation & Open Space Master Plan 2014-2024, Park Needs Implementation Plan identifies "Walking / Hiking / Biking Trails" as the first "High Priorities" listed within the plan. Cannon Ranch's planned trails system is in alignment with the City of Dripping Springs' high priority and further extends the public trails system to the east.

Parkland Calculations

Following is a summary of parkland requirements and the parkland provided within Cannon Ranch. The calculations are intended to support the Cannon Ranch Parkland and Open Space Plan.

I. Parkland Required by City of Dripping Springs' Code of Ordinances

1. Required

- a. One (1) acre of parkland per 23 living unit equivalents (LUE's), satisfied by cash or land. Based on the maximum 375 residential units within the Development Agreement, a maximum of 16.3 acres of parkland credit shall be required.
- b. A Park Development Fee is required to be paid by the developer to meet the need for the active recreation parks. The fee is calculated by multiplying the number of dwelling units by \$648. The total required Parkland Development Fee for this project will be \$243,000, as shown on the submitted Parkland Exhibit.



II. Proposed Parkland Compliance Program

1. Public Parks

A total of 16.82 acres is being dedicated to the City as a public park and open space as well as public trail corridors. A tract approximately six (6.0) acres in size is located within the southeast portion of the property and shall be dedicated as public open space.

In addition to the six (6.0) acres in the southeast portion of the property, The Parkland and Open Space Plan public open space corridors will include:

- **Roadside Trails**
 - Meandering eight feet (8') width concrete roadside trails will be constructed within public parkland tracts that traverse the property adjacent to the collector right-of-way. The open space tracts and concrete trails will extend to the east and strengthen the City of Dripping Springs' public trails system. Total value of this improvement is estimated to be \$89,184.
- **Off-Road Trails**
 - Off-road trails will be constructed in a set of natural open space corridors within the community. Trails may be built using concrete, mulch or other natural materials and will further expand the City of Dripping Springs' public trails system. Total value of this improvement is estimated to be \$76,455.
 - Trailheads (including one (1) trailhead sign and enhanced landscaping) will be provided various strategic locations where trails connect within the property.

2. Private Parks

Per Section 28.03.012 of the Parkland Dedication Ordinance, credit may be allowed for dedication of private parkland, with non-exclusive private amenities up to 25 percent (25%) of the required Public Parkland dedication amount and/or fee-in-lieu.

The Cannon Ranch Parkland and Open Space Plan includes a two (2) acre neighborhood park, which will not have restricted access. The neighborhood park will be privately maintained by the H.O.A. This facility will provide \$75,000 worth of improvements which include, but are not limited to the following:

- A Children's Playground (school ages 5-12): ADA access children's playscape with twelve inch (12") depth engineered mulch playground surfacing
- Sidewalks
- Picnic Areas
- Seating Areas with Shade
- Unstructured play area
- Irrigated and enhanced landscaping

3. Private Open Space

Private open space will be distributed throughout the community. Some portions of the open space will provide stormwater detention and water quality on the property while other portions of the open space will remain undisturbed. None of the private open space areas



meet the minimum two (2) acre lot size requirement for dedication credit. Therefore, no credit is being requested for private open space lots.

The detention ponds will have natural side slopes as well as earthen embankment structures. These facilities shall be designed as non-amenity style ponds, without parkland elements within the basins. Therefore, no parkland credit is being requested for the water quality/detention ponds.

4. Parkland Development Fee

Due to the improvements being constructed on-site with the trails being valued at \$217,619 and the private park improvements being valued at \$75,000, the Applicant would like consideration to waive a portion of the Parkland Development Fee. In addition to the value of the improvements constructed on-site, the applicant will be paying a total of 1/3 of the Parkland fee to the City, which equates to \$81,000. The total Parkland Development Fee required is \$243,000 and the total improvements being constructed in the parkland and open spaces are valued at \$292,619. Including the fee payment, this gives a delta of \$130,619 in improvements and cash payments in excess of the required Parkland Fee amount.

III. **Parkland Calculation Summary**

Parkland Dedication Requirements. Based on parkland calculations required by the City of Dripping Springs Code, Cannon Ranch is required to provide 16.3 acres of total parkland.

Proposed Parkland Credit. As shown in the Parkland Open Space Plan, a total of 16.45 acres of public open space and private parkland credit shall be provided in association with the development of Cannon Ranch. This provides a surplus of 0.15 acres of parkland credit.

Total Residential Units: 375 units
Parkland Requirement: 16.3 acres

Parkland Credit Calculations	Area	Credit	Dedication
Private Neighborhood Park	2.0 acres	100% Credit	2.0 acres
Detention / Water Quality (non-amenity)	4.10 acres	0% Credit	0.0 acres
Private Open Space	1.83 acres	0% Credit	0.0 acres
Total Private Parkland Credit:			2.0 acres
Public Uplands Park/Open Space	16.82 acres	100% Credit	16.82 acres
Total Public Parklands Credit:			16.82 acres
Required Parkland Dedication:			16.30 acres
Total Parkland Credit Dedication:			18.82 acres
Delta:			2.52 acres



IV. Maintenance

The Parkland and Open Space Plan for Cannon Ranch includes private parks, private and public trails and natural open spaces. All parkland and open space areas will be maintained by the community's Homeowner Association (H.O.A.) The public open space areas will also be maintained by the H.O.A. through an access easement overlay (to be coordinated with the City). The H.O.A. will maintain this public trail and park to conform with the maintenance level of the community. The H.O.A. will be established prior to selling homes and will be funded through a community fee. This fee will be used to maintain parks, open space trails, entry feature monuments and public areas within H.O.A. access easements.

V. Phasing

Cannon Ranch will be a phased residential community. Following is a summary of anticipated dedication (as applicable) and construction of parkland:

- The parkland and trails to the west of the Lone Peak Way extension and to the east of Rob Shelton Boulevard will be improved and dedicated to the City of Dripping Springs with the construction and acceptance of Phase 1 of Cannon Ranch.
- Roadside concrete public trails will be constructed with construction of their associated roadway.
- Off-road trails corridors will be dedicated to the City within six (6) months of the City's acceptance of the associated residential area. The construction of the trail within each tract shall be complete prior to dedication of the tract.
- The improved private neighborhood park will begin construction in Phase 3 of the development.
- Remaining private and public parkland and open space tracts will be developed with development of the associated residential area.

EXHIBIT D – Modification Chart

CANNON RANCH – LIST OF VARIANCES & ALTERNATIVE STANDARDS				
#	Ordinance	Description	Requirement	Justification
<i>Chapter 22, Water Quality Protection</i>				
1	22.05.016(a)(2)	Maximum Impervious Cover	Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35%	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes.
2	22.05.015(c)(3)	Performance standards	Establishes 90% removal of total suspended solids, total phosphorus, and oil and grease	Providing stream buffers per the TCEQ OEM that exceed the City of Dripping Springs water quality buffer requirements. Including the LCRA Streambank Erosion Control volume in the water quality pond to protect natural waterways and habitat. Will create better use of the land, less long-term maintenance burden, more attractive water quality measures, and consistent with State standards.
<i>Chapter 28, Subdivisions and Site Development</i>				
3	(Exhibit A), 3.13	Lapse of plat approval	<u>Preliminary Plat:</u> All of the following shall occur within the one hundred and eighty-three (183) calendar days following Preliminary Plat approval: 1) City Engineer's approval of engineering plans for all proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction. In addition to the above, an application for approval of the final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter). <u>Preliminary Plat:</u> All of the following shall occur within the one hundred and eighty-three (183) calendar days following Multi-Phased Preliminary Plat approval: 1) City Engineer's approval of engineering plans for Phase 1 proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction for Phase 1. In addition to the above, an application for approval of the Phase 1 final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter). Once conditions of Phase 1 are met the Preliminary plat shall be valid for 10 years unless such is extended or reinstated pursuant to provisions in this Chapter.	Allows time for the construction of infrastructure improvements prior to recordation of plats.

Item # 10.

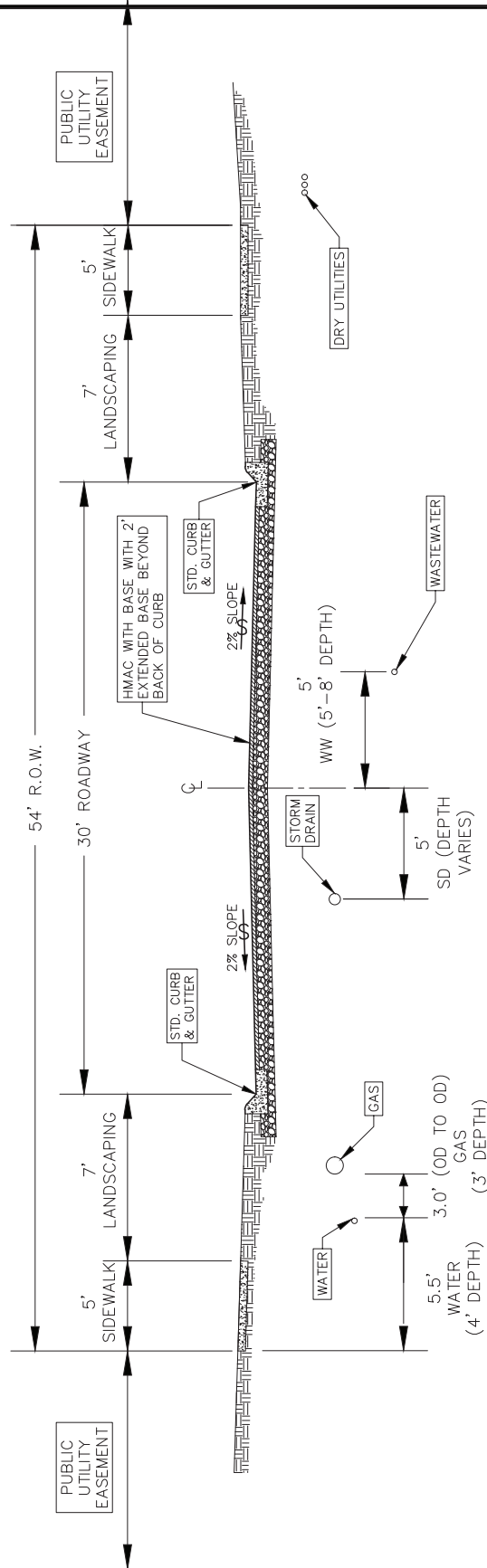
			pursuant to provisions in this Chapter).			
4	(Exhibit A), 3.13	Lapse of plat approval	Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within thirty (30) calendar days of the date of final approval (The thirty-day period shall commence upon County approval of final plat if the property is in the ETJ).	Final plat approved by the City Staff but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within three hundred and sixty five (365) calendar days of the date of final approval.	Allows time for the construction of infrastructure improvements prior to recordation of plats.	
5	(Exhibit A), 11.21.1	Residential block lengths	Shall not exceed one thousand two hundred (1,200) feet between centerlines of street intersections	Shall not exceed one thousand five hundred (1,500) feet between centerlines of street intersections at the perimeter of the property.	This relates only to the perimeter of the property where access to neighboring property is limited by topographic conditions and adjacent land use.	
6	(Exhibit A), 13.2	Intersecting Streets	Blocks shall not be less than four hundred feet (400') in length	Blocks shall not be less than two hundred feet (200') in length	Considering unique topographic conditions that may reduce intersection distances.	
7	(Exhibit A), 30.2	Performance Guarantees	Required for public improvements	The City of Dripping Springs will not require bonds to be issued to the City for public infrastructure owned and maintained by other jurisdictions.	Performance standards will be provided to owner / user of public improvements.	
8	28.04.018	Cuts and fills	No fill or cut on any building site shall exceed a maximum of six (6) feet of depth	Improvements requiring a site development permit will be held to no more than 12 feet of cut and/or fill and 14 feet of cut for ponds.	To respond to topographic conditions, provide roadways that meet design requirements, and adhere to ATLAS 14 rainfall intensities.	
9	28.06.051(a&b)	Residential Street Tree Requirements	Street trees [(2) 4" Trees/50 LF] to be planted adjacent to or near street right-of-way per associated zoning classification	Four-inch (4") caliper or greater street trees planted within five feet (5') of the public right of way shall receive credit towards tree replacement requirements at a ratio of 1:1.	The development will provide a strong streetscape with mature trees earlier in the life of the project with this street tree planting plan.	

10	(Exhibit A), 15	Sidewalks	Sidewalks shall be required for all residential developments within the city limits. Sidewalk width and location shall be in accordance with the transportation master plan (TMP).	Sidewalks and shared-use paths shall only be required to conform to the approved Offsite Road Agreement for the Cannon Ranch PDD, as described and depicted in more detail in Exhibits "C" and "D" of the Offsite Road Agreement. Changes to the City's transportation master plan shall not overrule the standards, locations, widths, etc. as included in the Offsite Road Agreement. Future sidewalks will be installed by others in right-of-way dedicated by the Cannon Ranch PDD, in conformance with the transportation master plan.	Roadway, shared-used path, and sidewalk locations and widths were determined during the Planned Development District and Offsite Road Agreement negotiation to align as applicable to the City's DRAFT transportation master plan.
<i>Hays County Development Regulations (2017) Chapter 721 - Roadway Standards</i>					

11	Table 721.02	Design Speed	Minor Collector= 35 mph	Minor Collector= 30 mph	Enhance Transportation Safety on the East/West Collector.
12	Table 721.02	Minimum Centerline Radius	Urbanized Local = 200 feet Minor Collector = 375 feet	Urbanized Local = 180 feet Minor Collector = 300 feet	Complies with AASHTO standards relative to proposed design speeds. Preserves natural character by minimizing impacts to existing topography.
13	Table 721.02	Cul-de-sac ROW/ Pavement Radius (feet)	70/45 for Urbanized Local	60/48 for Urbanized Local. Islands are allowed in the cul-de-sac.	To preserve the natural character of the site by minimizing roadway impacts.
14	Table 721.02	Knuckles	No provision	Knuckles are allowed. Minimum ROW radius is 50 feet. Minimum pavement radius is 40 feet.	Preserves natural character by minimizing roadway impacts and concentrating residential density.
15	Section 9.2.2(a)(1)	Side slopes on swales	No steeper than 1 vertical to 6 horizontal	No steeper than 1 vertical to 3 horizontal	Complies with City of Austin, Drainage Criteria Manual 6.4.1.D

Item # 10.

Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	04/19/2021

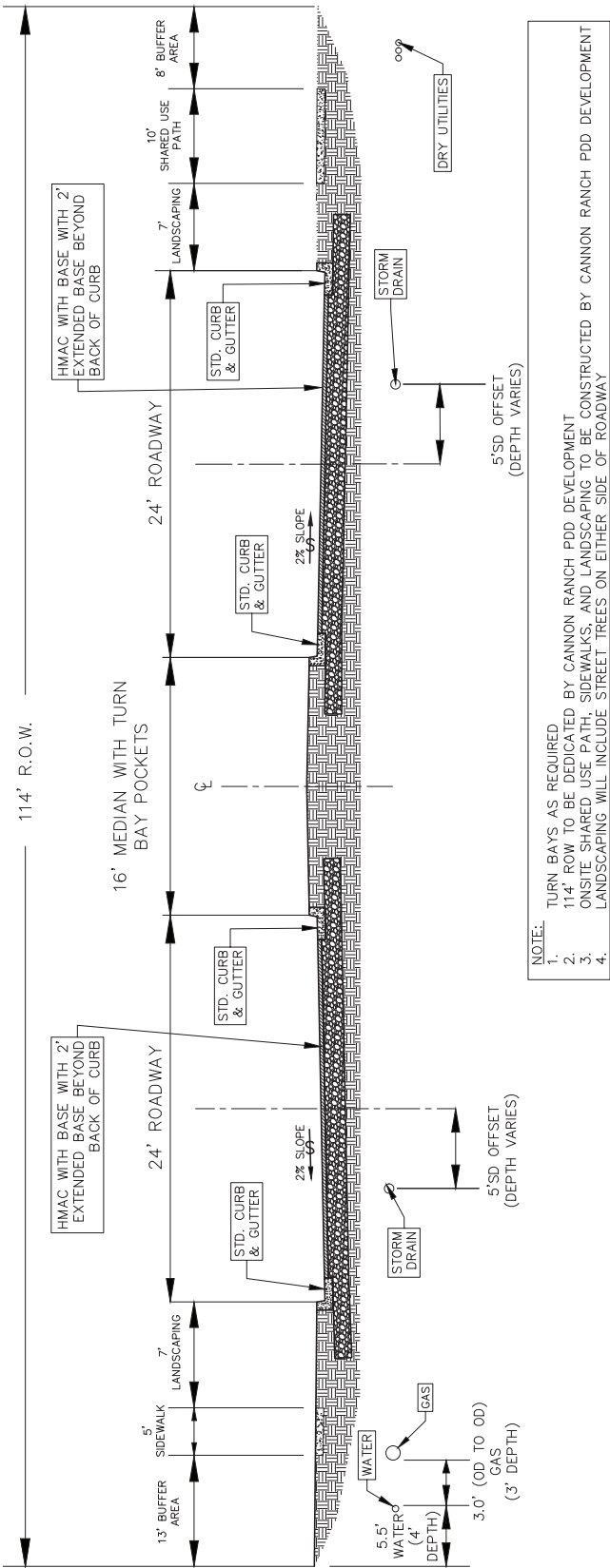


54' R.O.W. LOCAL STREET TYPICAL SECTION N.T.S.

TYPICAL ROAD
CROSS SECTION -
LOCAL RESIDENTIAL
STREET (54' R.O.W.)

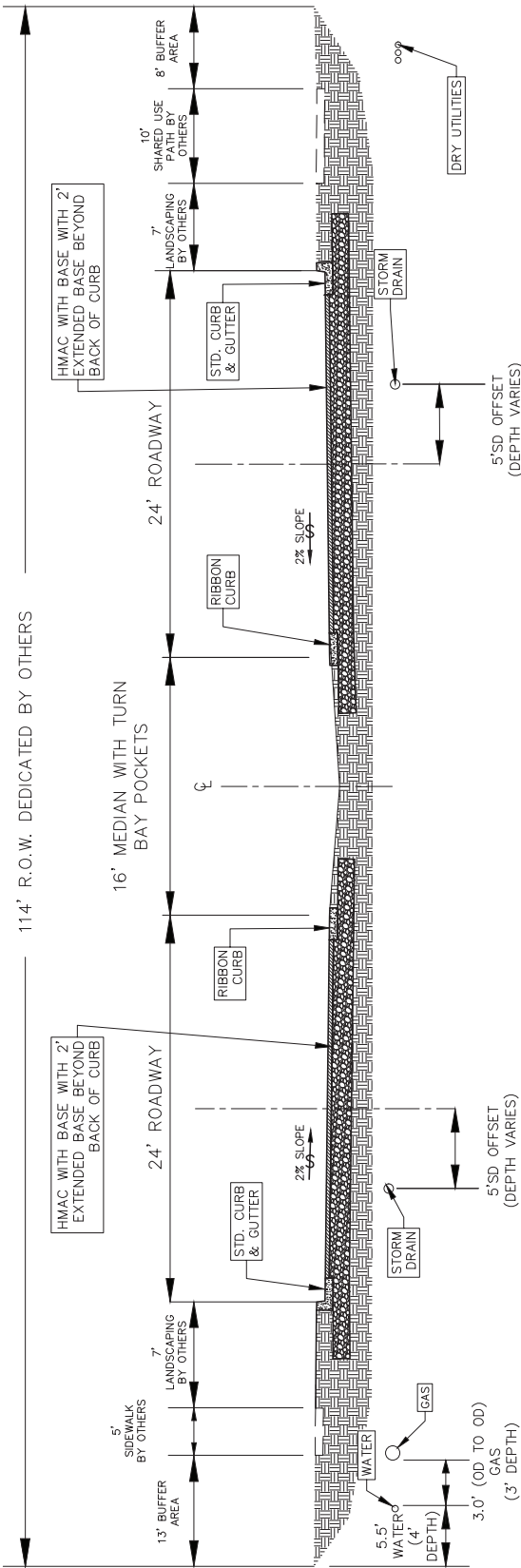
CANNON RANCH
DRIPPING SPRINGS, TX

Item # 10.			
Scale:	NTS	Designed:	JH
Drawn:	JH	Reviewed:	JG
Date:	04/19/2021		



114' R.O.W. ONSITE CANNON ROADWAY
TYPICAL SECTION
N.T.S.

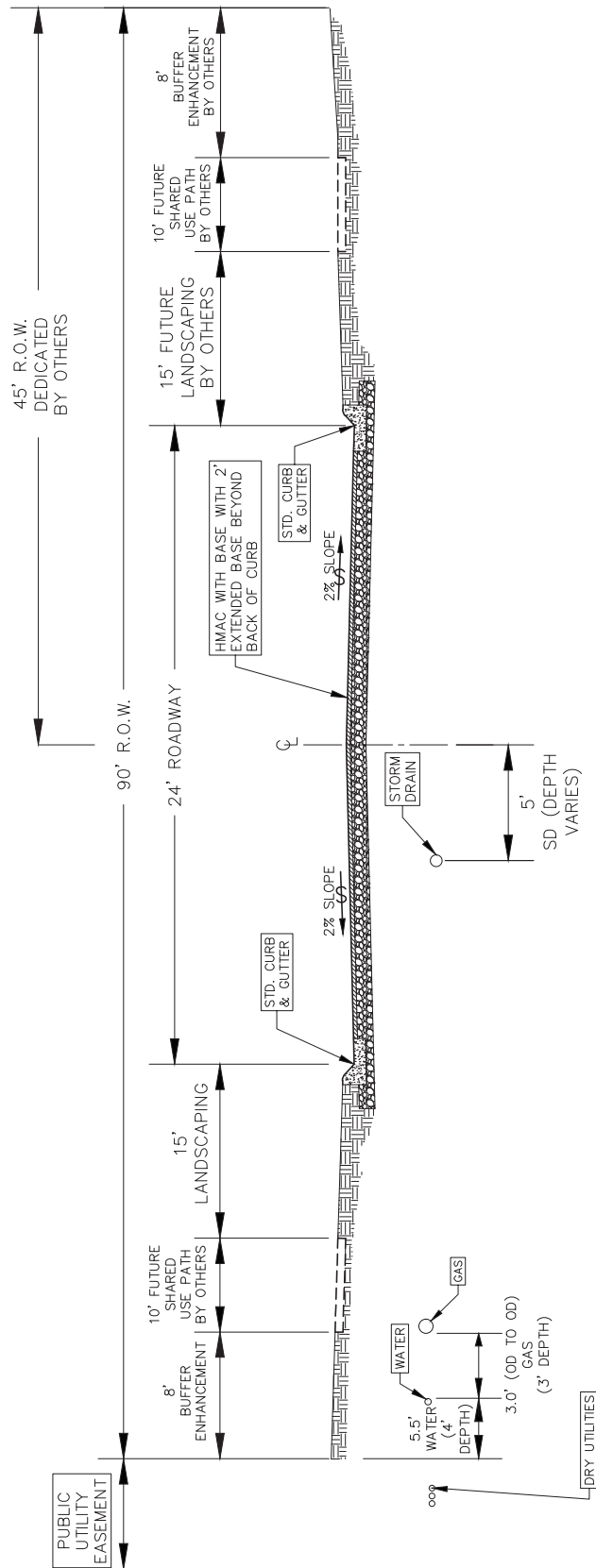
Item # 10.			
Scale:	NTS	Designed:	JH
Drawn:	JH	Reviewed:	JG
Date:	04/19/2021		



NOTE:
1. TURN BAYS AS REQUIRED
2. 114' ROW TO BE DEDICATED BY OTHERS
3. OFFSITE SHARED USE PATH, SIDEWALKS, AND LANDSCAPING TO BE CONSTRUCTED BY OTHERS
4. WATER QUALITY CONTROLS TO BE PLACED WITHIN MEDIAN

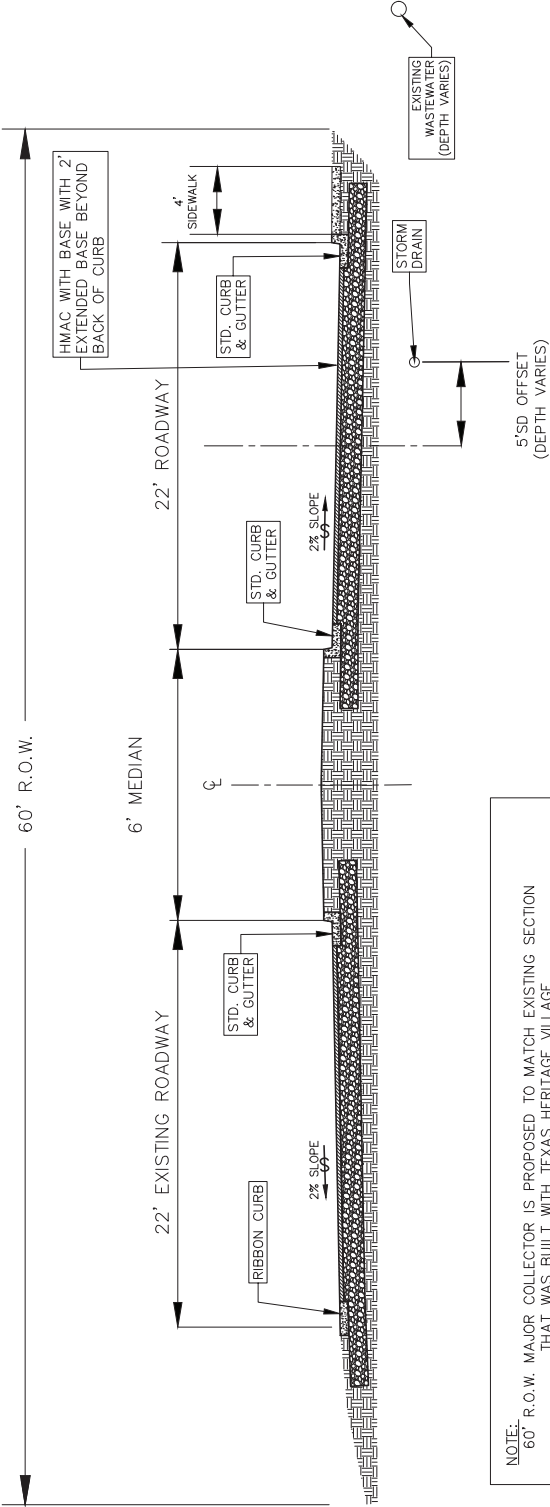
114' R.O.W. OFFSITE CANNON ROADWAY
TYPICAL SECTION
N.T.S.

Item # 10.			
Scale:	NTS	Designed:	JH
Drawn:	JH	Reviewed:	JG
Date:	04/19/2021		



90' R.O.W. E-W 2-LANE COMMERCIAL COLLECTOR
TYPICAL SECTION
N.T.S.

Item # 10.	
Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	04/19/2021



60' R.O.W. ROB SHELTON
TYPICAL SECTION
N.T.S.

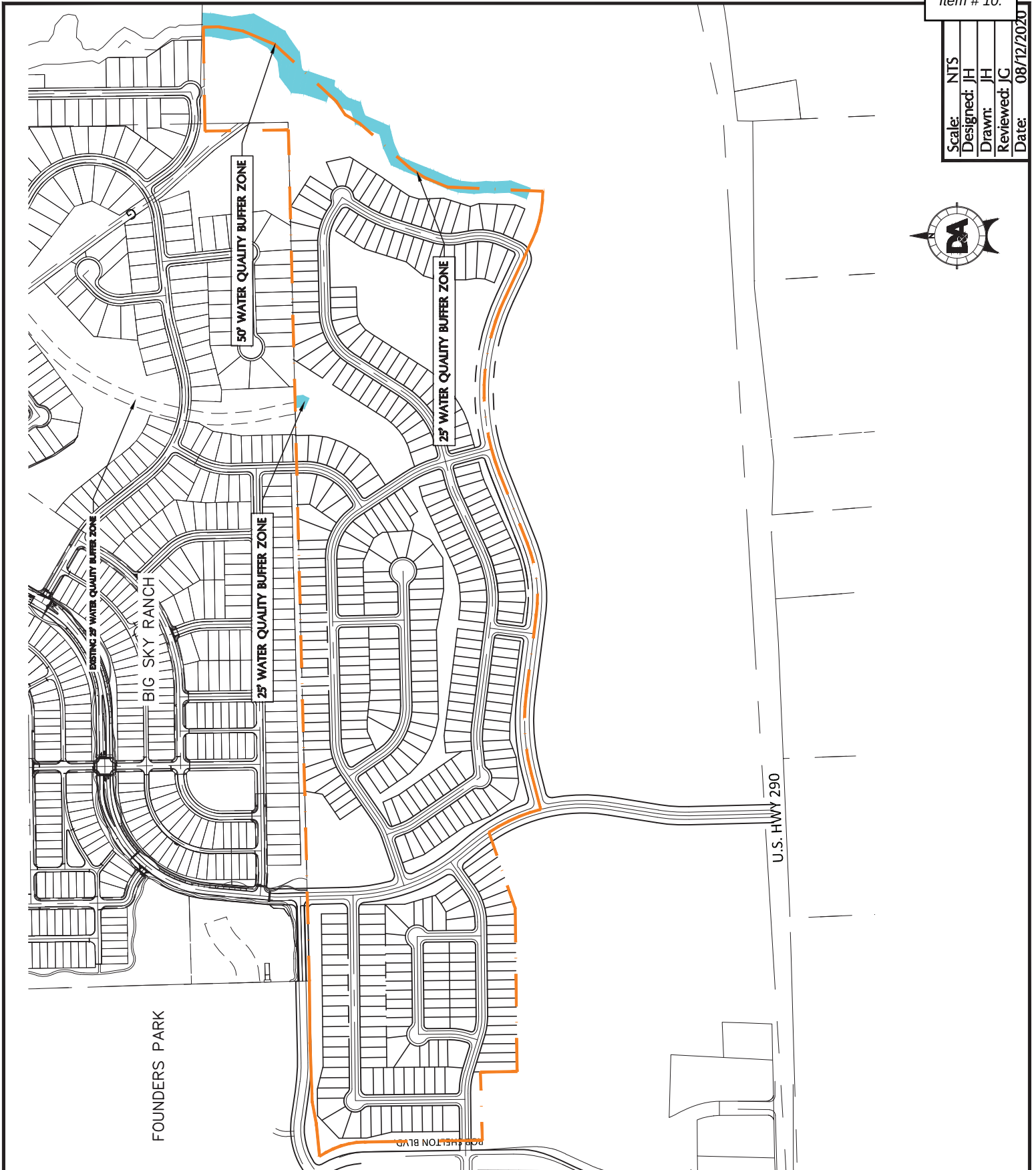
NOTE:
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

TYPICAL ROAD
CROSS SECTION - ROB
SHELTON (60' R.O.W.)

CANNON RANCH
DRIPPING SPRINGS, TX

Item # 10.

Scale: NTS
Designed: JH
Drawn: JH
Reviewed: JC
Date: 08/12/2020



Scale: NTS
Designed: JH
Drawn: JH
Reviewed: JG
Date: 08/12/2020

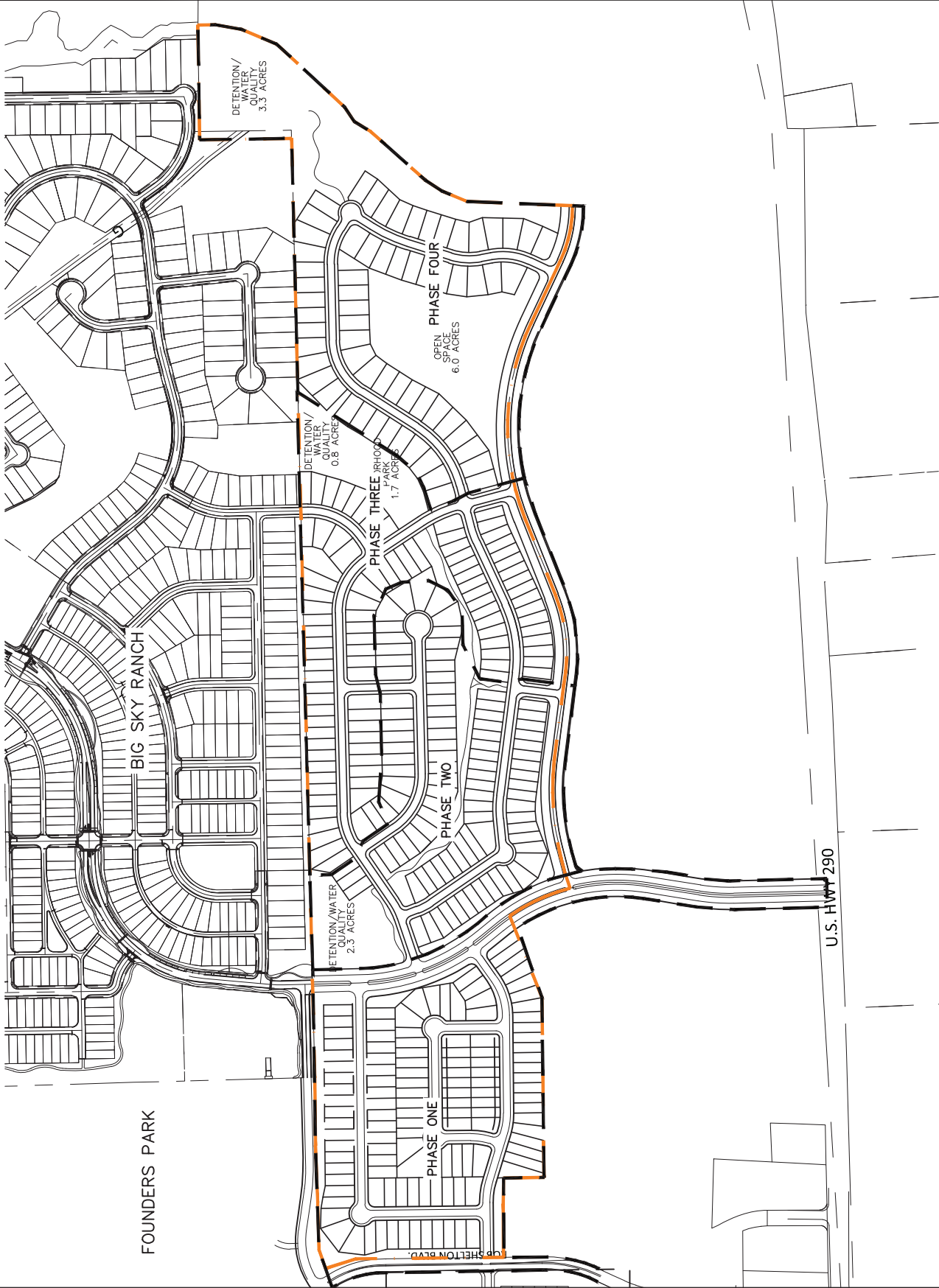


EXHIBIT H**PD Uses Chart:**

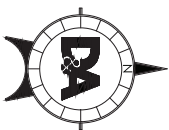
The uses permitted in PDD – 12 are as follows:

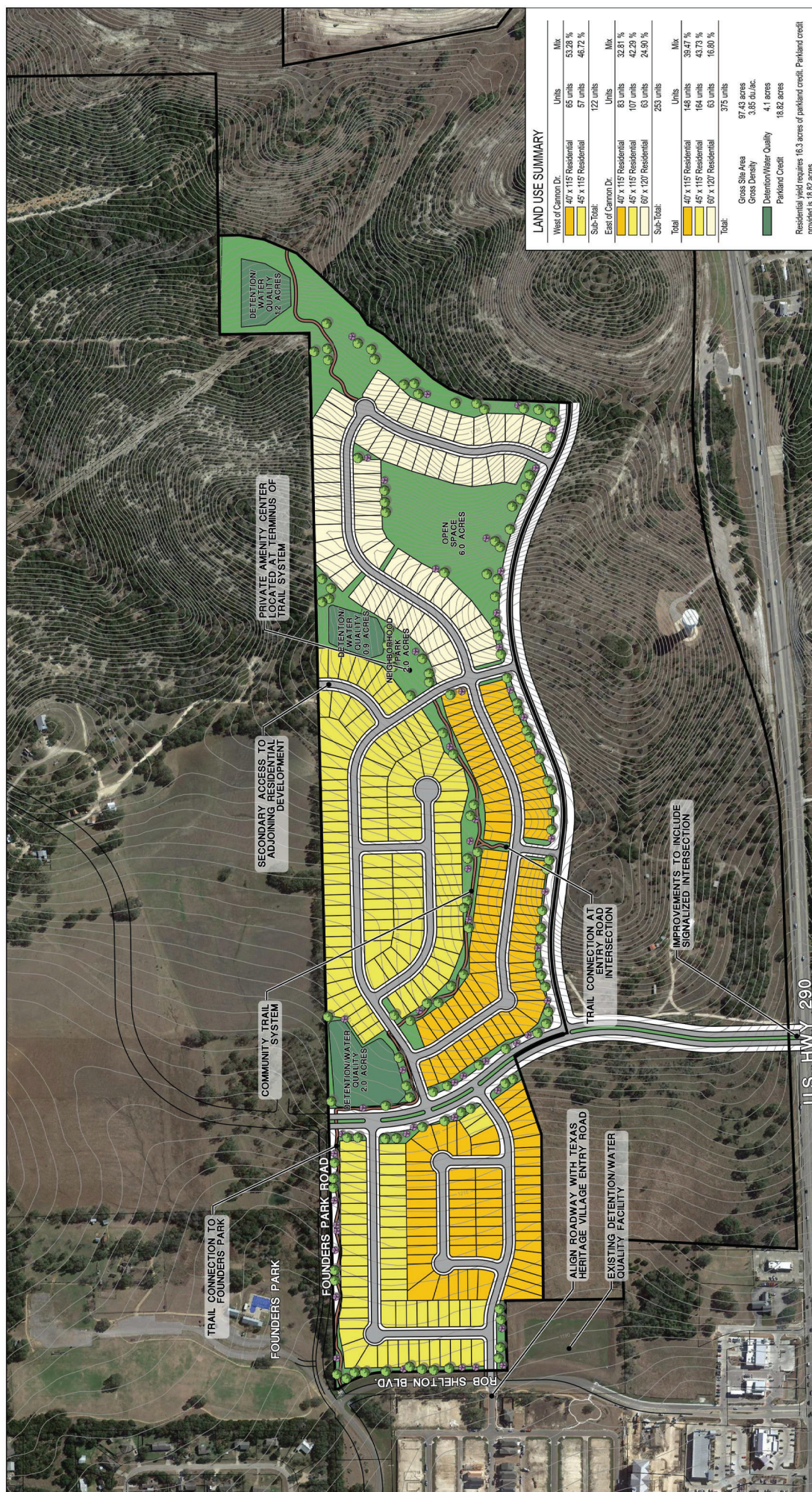
- Single-Family Dwelling, Detached;
- Accessory Bldg/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Amenity Center.

Uses not specifically listed above are not permitted within this zoning district. No accessory dwelling unit is permitted in this zoning district.



	Proposed Road Width	Existing Road Width	Proposed ROW	Existing ROW	Proposed LF
N/S Onsite Cannon Roadway (North of E/W)	48'	-	114'	-	1030
N/S Offsite Cannon Roadway (South of E/W)	48'	-	114'	-	1121
E/W Collector	24'	-	90'	-	2812
Rob Shelton	44'	22'	60'	60'	1085





North

Scale: 1" = 400'

Date: May 20, 2021

0 200 400 800

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.

LOTTING PLAN E
CANNON RANCH
DRIPPING SPRINGS, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
512-442-7313
info@secplanning.com • info@communitybranding.com

OFFSITE ROAD AGREEMENT

This Offsite Road Agreement ("Agreement") is between the **City of Dripping Springs**, a Type A General Law City located in Hays County, Texas (the "City"), and **Ashton Austin Residential, L.L.C.**, a Texas limited liability company ("Owner").

RECITALS:

- WHEREAS**, Owner owns approximately 100.58 acres of land (the "Land") as shown on **Exhibit A** and more particularly described on **Exhibit B**, which Land is being annexed into the City; and
- WHEREAS**, it is intended that the Land will be developed as a master-planned community by Owner, its affiliates and/or their successors and assigns, including future owners and developers (the "Project"); and
- WHEREAS**, City approved on the same date as this Agreement that certain "Annexation agreement and PDD Ordinance" that contains terms and agreements regarding the annexation and development of the Land; and
- WHEREAS** Owner desires to design and construct, or cause to be designed and constructed, Offsite Road improvements (as hereinafter defined) and also desires to have the option to provide funding for the Offsite Roads 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, 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 Annexation and PDD Ordinance:** That certain Annexation agreement and PDD Ordinance executed between Owner and 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 City's Fees Schedule Ordinance as may be amended from time to time.
- 2.6 City Construction Standards:** The following City standards for planning, design, location, and construction of the Offsite Road in effect on the date hereof, and as the same may be amended by the cross-sections or design descriptions as adopted as exhibits to the Annexation agreement and PDD Ordinance attached hereto. If not addressed in the Annexation agreement and PDD Ordinance then the standards shall be:
 - 2.6.1 Subdivision Ordinance and Regulations;
 - 2.6.2 Development Ordinance and Regulations; and
 - 2.6.3 Dripping Springs Technical Criteria.
- 2.7 Contractor:** A person or entity that constructs the Offsite Roads.
- 2.8 Effective Date:** The date that this Agreement is approved by 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 Roads:** Has the meaning set forth in Section 3.1.
- 2.12 Parties:** Parties are City of Dripping Springs and Ashton Austin Residential, L.L.C., a Texas limited liability company.
- 2.13 Project:** Has the meaning set forth in the Recitals.

Unless indicated otherwise herein, other capitalized terms in this Agreement shall have the same respective meanings as are ascribed to them in the Annexation agreement and PDD Ordinance.

ARTICLE 3 DESIGN AND CONSTRUCTION OF OFFSITE ROAD

3.1 Offsite Roads:

a. Owner will:

(i) construct, or cause to be constructed, the four lane north-south arterial roadway from the southern boundary of the Land to US 290 as shown on the Transportation Diagram attached hereto as **Exhibit C** (referred to herein as the “Offsite Cannon Roadway”), this portion being the required roadway section for the proposed residential development of the Land, that being the final Offsite Cannon Roadway conforming to the typical section as shown in **Exhibit D**;

(ii) construct or cause to be constructed, the two lane east-west collector to the southeastern boundary of the Land as shown on the Transportation Diagram (referred to herein as the “East-West Roadway”) conforming to the typical section as shown in **Exhibit D**. The Offsite Cannon Roadway and the East-West Roadway are referred to herein jointly as the “Offsite Roads”); and

(iii) dedicate required right-of-way sufficient for the improvements to the existing Rob Shelton Blvd. to create a two-lane divided major collector to Founders Park Road (the “Rob Shelton Improvements”) in accordance with the Rob Shelton street sections attached hereto as either **Exhibit D.1, D.2, D.3 or D.4, including area for** Rob Shelton Blvd. to intersect Founders Park Road such that it intersects at 80-110 degrees, and does not adversely impact the intersection with Founders Park Driveway and allows for construction of a future roundabout, as shown in **Exhibit E** attached hereto. The Owner will construct the Rob Shelton Improvements of requested by the City through the process described in this section. Prior to commencing construction of the Rob Shelton Improvements, the budget for the Rob Shelton Improvements will be prepared by Owner and submitted to City for approval, such approval not to be unreasonable withheld, conditioned, or delayed. If the construction of the Rob Shelton Improvements and the budget are approved and the Rob Shelton Improvements completed and accepted by City, all of the budgeted expenses actually incurred by Owner relating to the Rob Shelton Improvements will be credited to the Owner by the City by way of planning fees, building permit fees, and other City fees as are necessary to fully reimburse the Owner. The obligation to construct the Rob Shelton Improvements is predicated on the first phase of infrastructure of the Project being under construction and City's granting any necessary rights-of-way and approving the budget. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of way, all as described in Section 3.6 hereof. If either the construction and/or budget is not

approved by the City, the obligation of Owner to construct the Rob Shelton Improvements is released.

The north-south roadway within the Land shall be a four-lane minor arterial. Construction shall be generally in accordance with the cross-sections and design specifications as shown in the Annexation agreement and PDD Ordinance, typical sections of which are shown in **Exhibit D**, subject to plan review and acceptance by City pursuant to Section 3.4 and by the Texas Department of Transportation as applicable. Owner will coordinate this effort with City. The obligation to construct the Offsite Roads is predicated on the first phase of infrastructure of the Project being under construction and City's granting any necessary rights-of-way. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of way, all as described in Section 3.6 hereof.

Owner will dedicate the right-of-way shown on **Exhibit E** to City of Dripping Springs for (i) future construction of roundabout at Rob Shelton Boulevard and Founders Park Road, (ii) future expansion of Founders Park Road, and (iii) future construction of a roundabout at Founders Park Road and "Offsite Cannon" Roadway.

- b. Owner shall be required to commence construction of the Offsite Cannon Roadway at such time as Owner has begun construction of the first phase of infrastructure of the Project; the East-West Roadway will be built in three phases, starting at the western most point of the East-West Roadway and moving east to connect to the onsite roadways as they are built, as shown on the Transportation Diagram and in accordance with the "Phasing Plan – Exhibit G" in the Cannon Ranch PDD. Owner shall coordinate with the City, TxDOT, Hays County, and any property owner needed to construct these improvements in a manner that allows this timing to be completed. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of way all as described in Section 3.6 hereof.
- c. Based upon the Traffic Impact Analysis ("TIA") that will be approved by City and Owner within sixty (60) days of the approval of this Agreement, Owner and City have agreed upon the amount of Owner's required participation in the costs of associated with the offsite traffic impact brought on by the Project (the "Participation Costs"). Owner's obligations to construct the Offsite Roads and dedicate specified ROW and post \$307,500.00 in fiscal for transportation improvements shall fully satisfy Owner's Participation Costs. The \$307,500.00 will be used for improvements related to the construction of the proposed traffic signal at US 290 and Offsite Cannon Roadway (the "Signal Improvements"). If the traffic signal is warranted by the Texas Department of Transportation prior to the final phase of construction of the Project, the Owner shall construct or fund the Signal

Improvements and upon completion of the Signal Improvements, the City will deliver to the Owner the costs of the Signal Improvements incurred by the Owner up to \$307,500.00. For those amounts incurred by Owner in constructing or funding the Signal Improvements in excess of the \$307,500.00, the City will require adjacent landowners to reimburse the Owner for their pro rata share of the cost prior to the City approving any plat, site plan, utility connection, or other developmental requirement requested by the adjacent landowners.

- d. Notwithstanding the foregoing, City and Owner acknowledge that this Agreement is subject to plan review and acceptance by Texas Department of Transportation and any further requirements by Texas Department of Transportation shall be met by Owner.

3.2 Infrastructure Standards. The Offsite Roads shall be planned, designed and constructed in compliance with this Article 3 and the City Construction Standards 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, construction, and installation of the Offsite Roads. 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, Owner will request at least three bids from qualified firms for each construction contract for the Offsite Roads work with City to provide locally-based, qualified firms access to bidding opportunities as allowed by state law.

3.3 Engagement of Contractor. Owner shall engage a contractor to construct the Offsite Roads in accordance with the terms and conditions of this Agreement and with the approved construction plans and specifications. The construction contract shall require that any and all change orders in excess of \$25,000.00 shall be jointly agreed to in writing by City and Owner, shall incorporate the requirements of this Article 3, and shall provide that City is a third-party beneficiary of the contract and may enforce such contracts against the Contractor. Change orders must represent an individual change to the contracted work such that large change orders are not subdivided for the sole purpose of arriving at a cost less than \$25,000.00 for any of the subdivided changes.

3.4 Plan Review, Payment of Fees, and Pre-Construction Conference. Construction of the Offsite Roads shall not commence until the plans and specifications have been reviewed and approved by the City for compliance with City Construction Standards and TxDOT, as applicable, for compliance with the TxDOT Construction Standards; a pre-construction conference has been held by the Contractor, Owner's Engineer, and the City Engineer, Hays County Fire, and TxDOT (as applicable); all applicable City Review Fees are hereby waived as to the road improvements related to this Agreement except those fees incurred by usage of third-party consultants for review, which shall be paid by the Owner. At such preconstruction conference, the City's Engineer shall designate the individual who will serve as the City's project manager and inspector (the "City Inspector").

- 3.5 Inspection by City.** City has the right, but not the obligation, to inspect and test the Offsite Roads at any time. Further, City has the right to participate in a final inspection of the Offsite Roads. Owner, or its Engineer or Contractor, shall notify the City Inspector when each of the Offsite Roads is ready for final inspection. If the City Inspector concurs that construction of the Offsite Roads 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, Owner shall request that City formally accept the improvements, subject to the provisions of this Agreement.
- 3.6 Easements and Rights-of- Way.** Acquisition of right-of-way is primarily the responsibility of the Owner, but if the Owner is unable to obtain all required off-site easements or right-of-way, then within 60 days after request by Owner, City shall attempt to acquire the easements and right-of-way, using its powers of eminent domain if necessary; provided specifically that City and Owner shall jointly incur the expense of attorneys' fees for counsel other than City staff; survey fees and expenses; appraisal fees and expenses; expert fees and expenses, and all other fees, costs, and expenses associated with the acquisition. City shall incur at its sole expense the cost of City staff time for oversight, legal advice provided to the City, and project management.

ARTICLE 4 FEES, PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

- 4.1 Payment of Fees.** All City Review Fees and City Inspection Fees for the Offsite Roads constructed by Owner as set out in the City's Fee Schedule are hereby waived.
- 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.** City shall require Owner or Owner's Contractor(s) to provide performance and payment bonds at the time of construction of the Offsite Roads as applicable, in accordance with Applicable Rules. Owner or Contractor shall provide a two (2) year maintenance bond upon acceptance by City.

ARTICLE 5 OWNERSHIP AND OPERATION OF OFFSITE ROADS

- 5.1** Within sixty (60) days after City's final approval of the Offsite Roads and the inspection and correction of punch list items pursuant to Section 3.5 above, City will accept the Offsite Roads except any roads maintained and operated by the State of Texas.

- (a) Owner shall provide the City Engineer with a set of as-built drawings, for permanent record.
 - (b) Owner or Owner's Contractor shall provide the City Administrator or designee with a two year maintenance bond for the Offsite Roads.
- 5.2 All warranties secured for construction of the Offsite Roads and all bonds, guarantees, other assurances of performance, record drawings, project manuals, and all other documentation related to the Offsite Roads will be delivered to City. Owner agrees that City will not accept the Offsite Roads burdened by any mechanic's lien created by, through or under Owner.
- 5.3 After acceptance by City, City will operate and maintain the Offsite Roads according to City's policies and ordinances, as amended from time to time. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate 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 same.
- 5.4 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. All storm water infrastructure associated with roadways that is outside the right-of-way will remain the maintenance responsibility of the Owner or its assigns.

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 Roads are under construction by Owner (with full coverage in force for matters occurring prior to City's acceptance of the Offsite Road until expiration of two (2) years after the latter to occur of full and final completion of the Offsite Roads and acceptance thereof by 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 Roads, 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 City including its current and future officers, councilmembers, employees, representatives, and other agents as additional named insureds and contain a waiver of subrogation endorsement in favor each additional named insured. Upon the later to occur of Owner’s execution of a construction contract for the Offsite Roads or five (5) days prior to commencement of construction under a construction contract for the Offsite Roads, Owner shall provide to 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 City as an additional insured. As to insurance required for current and for future Owners, even where Owner or the insurer has the right to cancel, fail to renew, or modify insurance coverage, each such policy shall provide that, at least thirty (30) days’ prior to the cancellation (including for non-payment of premiums), non-renewal or modification of the same, 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 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 Cannon Ranch development at commercially reasonable rates, then City shall be named as an “additional named insured” to the insurance policy for such construction project.

- 6.2 DEFENSE, INDEMNIFICATION and HOLD HARMLESS.** 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 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 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 SOLE NEGLIGENCE OF 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 ROADS FOR THE PROJECT. OWNER WILL DEFEND CITY AGAINST ALL SUCH CLAIMS OTHER THAN THOSE CLAIMS RELATING TO CITY'S SOLE NEGLIGENCE AND CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY 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. CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. OWNER SHALL RETAIN DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF OWNER DOES NOT DO SO, 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 INDEFINITELY WITH RESPECT TO MATTERS OCCURRING PRIOR TO CITY'S ACCEPTANCE OF THE OFFSITE ROAD, 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 CITY WITHOUT THE WRITTEN CONSENT OF CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD (CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY 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 CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

- 6.3** At no time shall City have any control over or charge of Owner's design, construction, or installation of any of the Offsite Roads, 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 City and Owner.

- 6.4 **Insurance and Indemnity by Contractors:** Insurance and Indemnity by Contractors: If Owner engages a Contractor to construct the Offsite Roads, Owner shall include in the contract requirements that the Contractor must provide commercial general liability insurance naming City as an additional named 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 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, OTHER THAN SUCH LIABILITIES THAT ARISE DUE TO THE SOLE NEGLIGENCE OF 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. City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to 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 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 7.2 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 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:** 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; or (d) five business days after the Notice is sent by e-mail with a confirming copy sent by United States mail within 48 hours after the email 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 City:

City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
mfischer@cityofdrippingsprings.com

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

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

To Owner:

Original: Ashton Austin Residential L.L.C.
10721 Research Blvd, Suite B-210
Austin, Texas 78759
Attention: Keith Pearson

Ashton Austin Residential L.L.C.
10721 Research Blvd, Suite B-210
Austin, Texas 78759
Attention: Steven Pierce

Ashton Woods
3820 Mansell Road, Suite 400
Alpharetta, Georgia 30022
Attention: Christina Malone

Copies to: Baker & Robertson
P O Box 718
Dripping Springs, Texas 78620
Attn: Rex G. Baker, III

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attention: Kevin M. Flahive

8.4 City Consent and Approval: In any provision of this Agreement that provides for the consent or approval of 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 may assign all or an undivided interest in this Agreement to an affiliate of Owner, a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property, a person or entity that will have a co-ownership interest in all or a portion of the Property, or a joint venture in which Owner or an affiliate of Owner is a member, without the consent of City. As used in this Section, “affiliate” means (a) an officer, director, employee, shareholder, or partner of Owner; (b) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with Owner (whether directly or indirectly through one or more intermediaries); or (c) any officer, director, trustee, general partner, or employee of any person or entity described in (b) above.

For assignments other than to an affiliate as provided in the above paragraph, but including any assignment to a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property or other homebuilder, 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 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 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 City sixty (60) days prior written notice of any such assignment, and Owner shall provide 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 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 City and Owner.
- 8.7 **Amendment:** This Agreement may be amended only with the written consent of Owner and with approval of the governing body of 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 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 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 City's acceptance of the Offsite Roads, unless terminated on an earlier date by written agreement of City and Owner.

8.15 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 – Depiction of Land

Exhibit B – Legal Description of Land

Exhibit C – Transportation Diagram

Exhibit D – Typical Sections

Exhibit D.1 – Rob Shelton Section Option 1

Exhibit D.2 – Rob Shelton Section Option 2

Exhibit D.3 – Rob Shelton Section Option 3

Exhibit D.4 – Rob Shelton Section Option 4

Exhibit E – Offsite Roadway Dedication Rob Shelton and Founder's Park (including future Roundabouts)

The Effective Date of this Agreement is _____, 2021.

[Signature Pages to follow]

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:

CITY:

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

By: _____
Name: Bill Foulds, Jr.
Title: Mayor

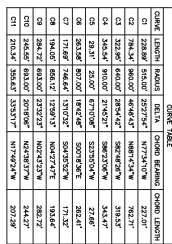
ATTEST:

By: _____
Name: Andrea Cunningham
Title: City Secretary

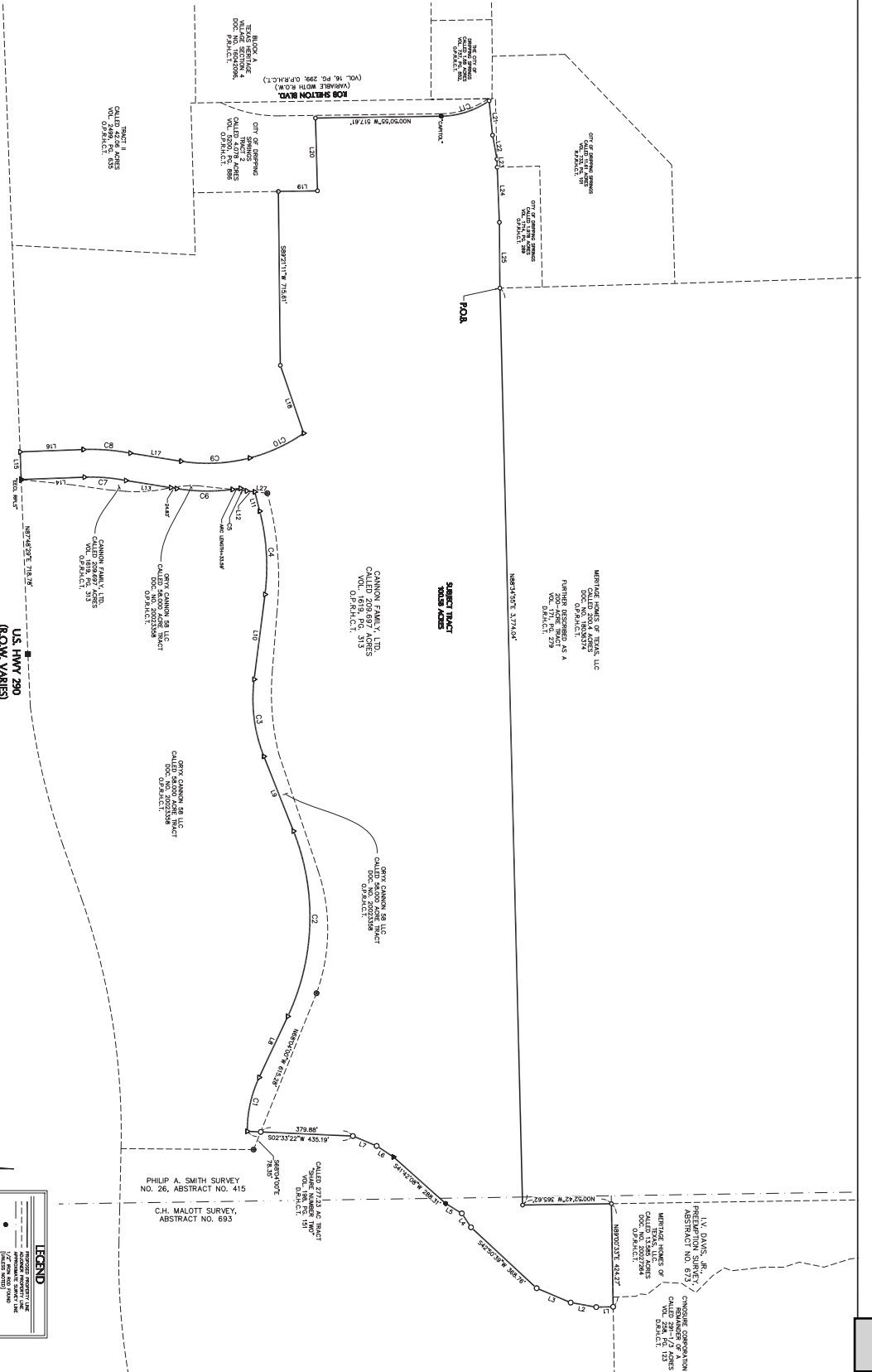
OWNER:

ASHTON AUSTIN RESIDENTIAL, L.L.C.
a Texas limited liability company

By: _____
Name: _____
Title: _____



	LINE	REMARK	DISTANCE
	1	50150.507	69.82
	2	50150.507	106.87
	3	50223.11279	119.88
	4	50223.11279	68.85
	5	50127.474	77.76
	6	50135.0589	62.58
	7	52225.0519	106.62
	8	50482.95013	277.28
	9	50482.95013	330.67
	10	50282.44378	352.20
	11	50282.44378	81.86
	12	50083.3776	33.86
	13	50092.0149	212.07
	14	50092.0149	260.46
	15	50783.8578	114.02
	16	50071.1373	260.85
	17	50092.0149	212.07
	18	50003.5133	296.36
	19	50003.5133	161.19
	20	50062.2244	299.83
	21	50062.2244	142.18
	22	50726.2634	100.24
	23	50655.4573	33.52
	24	50674.0174	229.85
	25	50687.0174	229.85
	26	50687.0174	52.15



BOUNDARY SURVEY OF 100.58 ACRES
OUT OF THE PHILLIP A. SMITH LEAGUE, SURVEY NO. 26, ABSTRACT NO. 415,
AND THE CH. MALOTT SURVEY, ABSTRACT NO. 693
HAYS COUNTY, TEXAS



Cannon Ranch
Hays County, Texas

D&A Job No. 1298-003
June 25, 2021

DESCRIPTION
For a 100.58 Acre Tract

BEING A 100.58 ACRE TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, AND THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, SAID TRACT BEING OUT OF THAT CALLED 209.697 ACRE TRACT CONVEYED IN A DEED TO CANNON FAMILY, LTD., AS RECORDED IN VOLUME 1619, PAGE 313 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING OUT OF A CALLED 58.000 ACRE TRACT DESCRIBED IN A DEED TO ORYX CANNON 58 LLC., RECORDED IN DOCUMENT NUMBER 20023358 [O.P.R.H.C.T.], SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" on the north line of the said 209.697 acre tract, same being the southwest corner of a called 200.4 acre tract, recorded in Document Number 18036374 [O.P.R.H.C.T.], being further described as a called 200 acre tract, recorded in Volume 171, Page 279, of the Deed Records of Hays County, Texas [D.R.H.C.T.], and same being at the southeast corner of a called 1.978 acre tract, recorded in Volume 1714, Page 289 [O.P.R.H.C.T.];

THENCE with a common line between the said 209.697-acre tract and the said 200.4-acre tract, the following two (2) courses and distances:

- 1) N88°34'55"E, a distance of 3,774.04 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an interior ell corner of the said 209.697 acre tract, same being at the southeast corner of said 200 acre tract, and
- 2) N00°50'48"W, a distance of 365.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northern northwest corner of said 209.697 acre tract, same being in the south line of a called 13.585 acre tract, recorded in Document Number 20027264 [O.P.R.H.C.T.], and b;

THENCE N89°00'33"E, with the north line of said 209.697 acre tract, and also being the south line of the said 13.585-acre tract, and with the south line of a called 291-1/3 acre tract described in Volume 258, Page 123 [D.R.H.C.T.], a distance of 424.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northeast corner of the tract described herein;

CONTINUED ON NEXT PAGE

THENCE over and across the said 209.697-acre tract, the following twenty-one (21) courses and distances:

- 1) S01°05'40"E, a distance of 69.82 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 2) S10°05'59"W, a distance of 106.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 3) S22°51'12"W, a distance of 151.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 4) S42°50'39"W, a distance of 368.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 5) S56°32'56"W, a distance of 68.53 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set found at an angle point,
- 6) S31°27'14"W, a distance of 77.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 7) S41°42'08"W, a distance of 288.31 feet to a Mag Nail with "DOUCET" found at an angle point,
- 8) S33°10'59"W, a distance of 82.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 9) S22°35'14"W, a distance of 106.02 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 10) S02°33'22"W, a distance of 379.88 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" found on the north line of the said 58.000-acre tract, from which a spindle found at the northeast corner of the said 58.000-acre tract bears S68°04'00"E, a distance of 78.35 feet, and continuing over and across said 58.000-acre tract a total distance of 435.19 feet to a calculated point of curvature and for the southeast corner of the tract described herein and being within the said 58.000-acre tract,

THENCE continuing over and across said 58.000-acre tract the following eight (8) courses and distances:

- 1) With a curve to the right, having an arc length of 228.89 feet, a radius of 515.00 feet, a delta angle of 25°27'54", and a chord which bears N77°34'10"W, a distance of 227.01 feet to a calculated point of tangency,

CONTINUED ON THE NEXT PAGE

- 2) N64°50'13"W, a distance of 277.81 feet to calculated point of curvature,
- 3) With a curve to the left, having an arc length of 784.34 feet, a radius of 960.00 feet, a delta angle of 46°48'43", and a chord which bears N88°14'34"W, a distance of 762.71 feet to a calculated point of tangency,
- 4) S68°21'05"W, a distance of 330.60 feet to a calculated point of curvature,
- 5) With a curve to the right, having an arc length of 322.95 feet, a radius of 640.00 feet, a delta angle of 28°54'42", and a chord which bears S82°48'26"W, a distance of 319.53 feet to a calculated point of tangency,
- 6) N82°44'13"W, a distance of 352.20 feet for a calculated point of curvature,
- 7) With a curve to the left, having an arc length of 345.54 feet, a radius of 910.00 feet, a delta angle of 21°45'21", and a chord which bears S86°23'06"W, a distance of 343.47 feet to a calculated point,
- 8) S75°30'26"W, a distance of 81.96 feet to a calculated point on the east line of said 58.000-acre tract, same being a line common to the said 209.697-acre tract and the said 58.000-acre tract, from which a spindle found for the northwest corner of the said 58.000-acre tract bears N06°07'42"E, a distance of 52.15 feet,

THENCE S06°06'37"W with the common line of the said 58.000-acre tract and the said 209.697-acre tract, a distance of 33.36 feet to a calculated point of curvature,

THENCE over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 29.31 feet, a radius of 25.00 feet, a delta angle of 67°10'08", and a chord which bears S23°55'04"W, a distance of 27.66 feet to a calculated point of reverse curvature within the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract, with a curve to the right, having an arc length of 33.59 feet, passing a calculated point at the line common to the said 209.697-acre tract and the said 58.000-acre tract, departing said common line and continuing over and across said 58.000-acre tract, a total arc length of 263.58 feet, a radius of 807.00 feet, a delta angle of 18°42'48", and a chord which bears S00°18'36"E, a distance of 262.41 feet to a calculated point within said 58.000-acre tract,

THENCE S09°02'49"W, a distance of 24.83 feet passing a calculated point on the line common to the said 58.000-acre tract and the said 209.697-acre tract, a total distance of 212.01 feet to a calculated point of curvature within the said 209.697-acre tract,

CONTINUED ON THE NEXT PAGE

THENCE continuing over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 171.69 feet, a radius of 746.64 feet, a delta angle of $13^{\circ}10'32''$, and a chord which bears $S04^{\circ}35'52''W$, a distance of 171.32 feet calculated point of tangency,

THENCE $S02^{\circ}11'31''E$, continuing across the said 209.697-acre tract, a distance of 260.58 feet to a mag nail with shiner stamped "EECL RPLS" found at the southwest corner of the said 58.000-acre tract, and on the existing north Right-of-Way line of U.S. Highway 290 (Variable Width Right-of-Way, Deed of Record not found),

THENCE $S87^{\circ}48'29''W$ with the existing north Right-of-Way line of the said Highway 290, a distance of 114.00 feet to a calculated point on the south line of the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract the following seven (7) courses and distances:

- 1) $N01^{\circ}11'31''W$, a distance of 260.58 feet to a calculated point for a point of curvature,
- 2) With a curve to the right, having an arc length of 194.05 feet, a radius of 856.12 feet, a delta angle of $12^{\circ}59'13''$, and a chord which bears $N04^{\circ}27'47''E$, a distance of 193.64 feet to a calculated point of tangency,
- 3) $N09^{\circ}02'49''E$, a distance of 212.01 feet to a calculated point of curvature,
- 4) With a curve to the left, having an arc length of 284.72 feet, a radius of 693.00 feet, a delta angle of $23^{\circ}32'23''$, and a chord which bears $N02^{\circ}43'23''E$, a distance of 282.72 feet to a calculated point of a compound curve,
- 5) With a curve to the left, having an arc length of 245.55 feet, a radius of 693.00 feet, a delta angle of $20^{\circ}18'06''$, and a chord which bears $N24^{\circ}38'37''W$, a distance of 244.27 feet to a calculated point of non-tangency,
- 6) $S70^{\circ}59'50''W$, a distance of 295.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point, and
- 7) $S89^{\circ}21'11''W$, a distance of 715.61 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said 209.697 acre tract, same point being on the east line of a called 4.078 acre tract, described as Tract 2, conveyed to City of Dripping Springs, recorded in Volume 5200, Page 886 [O.P.R.H.C.T.], and for an angle point of the tract described herein;

THENCE with the common line of the said 209.697-acre tract and the said 4.078-acre tract, the following four (4) courses and distances:

- 1) $N00^{\circ}51'53''W$, a distance of 161.19 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,

CONTINUED ON THE NEXT PAGE

- 2) S88°22'44"W, a distance of 299.63 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 3) N00°50'55"W, a distance of 517.61 feet to a 1/2-inch iron rod with cap stamped "CAPITOL", found at a point of curvature, and
- 4) With a curve to the left, having an arc length of 210.34 feet, a radius of 355.63 feet, a delta angle of 33°53'17" and a chord which bears N17°49'24"W, a distance of 207.29 feet to a 1/2-inch iron rod with cap stamped "DOUCET", found at the northwest corner of said 209.697 acre tract, same being in the south line of a called 11.61 acre tract, recorded in Volume 733, Page 101 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], and for the northwest corner of the tract described herein;

THENCE with the lines common to said 209.697 acre tract and said 11.61 acre tract, the following three (3) courses and distances:

- 1) N84°18'45"E, a distance of 142.18 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 2) N79°26'34"E, a distance of 100.24 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner and
- 3) N88°45'18"E, a distance of 33.52 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner of the tract described herein and at the southwest corner of said 1.978 acre tract;

THENCE with the common line of said 209.697 acre tract and said 1.978 acre tract, the following two (2) courses and distances:

- 1) N87°41'40"E, a distance of 226.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point of the tract described herein, and

CONTINUED ON THE NEXT PAGE

- 2) N89°32'34"E, a distance of 270.93 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 100.58 Acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936. Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

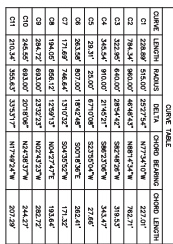
I, John Barnard, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.

06/25/2021

John Barnard
Registered Professional Land Surveyor
Texas Registration No. 5749
Doucet & Associates
JBarnard@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

Date



[illegible]

DATE 06/25/2021

DA

DOUCET & ASSOCIATES

Civil Engineering - Planning - Geotechnical
7401 B. Highway 71 W., Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com

TELEFAX: (512) 331-0300
FAX: (512) 331-0300

DONE	04/29/2002
Suite #	207
Drawn by	AEI/PJG
Project	1998-003
Sheet	7 OF 8
FIND SHEETS	527
Print Date:	04/29/2002

Survey Data: VLM-D-18-2000

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EXHIBIT "C"

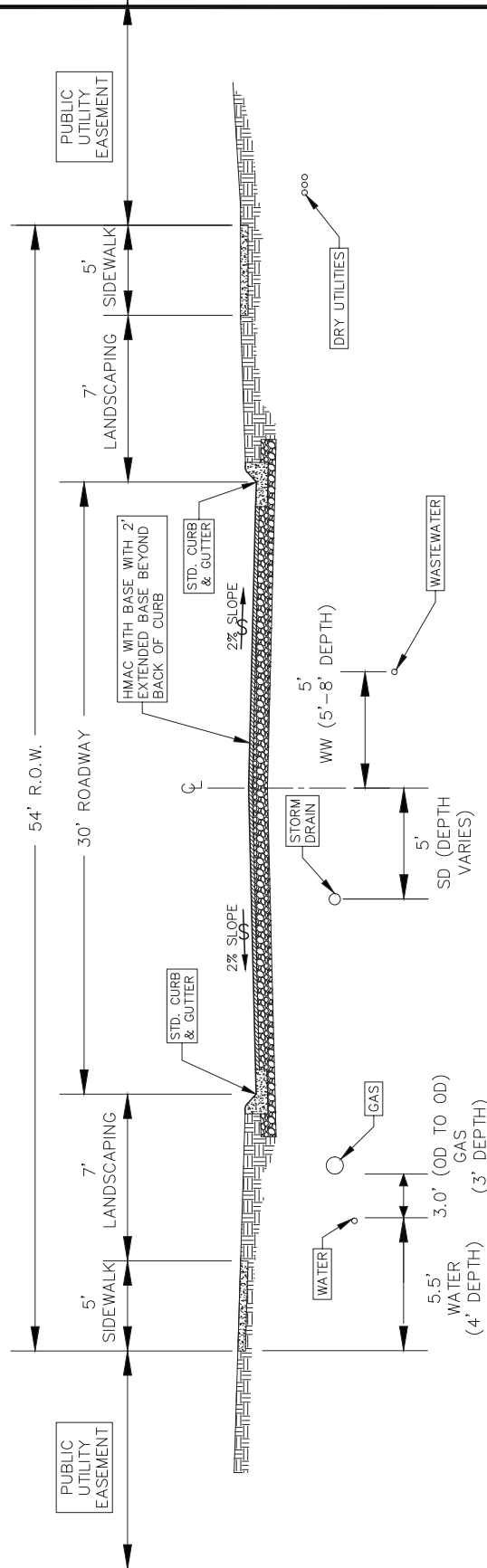


	Proposed Road Width	Existing Road Width	Proposed ROW	Existing ROW	Proposed LF
N/S Onsite Cannon Roadway (North of E/W)	48'	-	114'	-	1030
N/S Offsite Cannon Roadway (South of E/W)	48'	-	114'	-	1121
E/W Collector	24'	-	90'	-	2812
Rob Shelton	44'	22'	60'	60'	1085



Item # 11.

Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	04/19/2021

EXHIBIT
"D"

DOUCET & ASSOCIATES

Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937

TYPICAL ROAD
CROSS SECTION -
LOCAL RESIDENTIAL
STREET (54' R.O.W.)

CANNON RANCH
DRIPPING SPRINGS, TX

SHEET

EXHIBIT

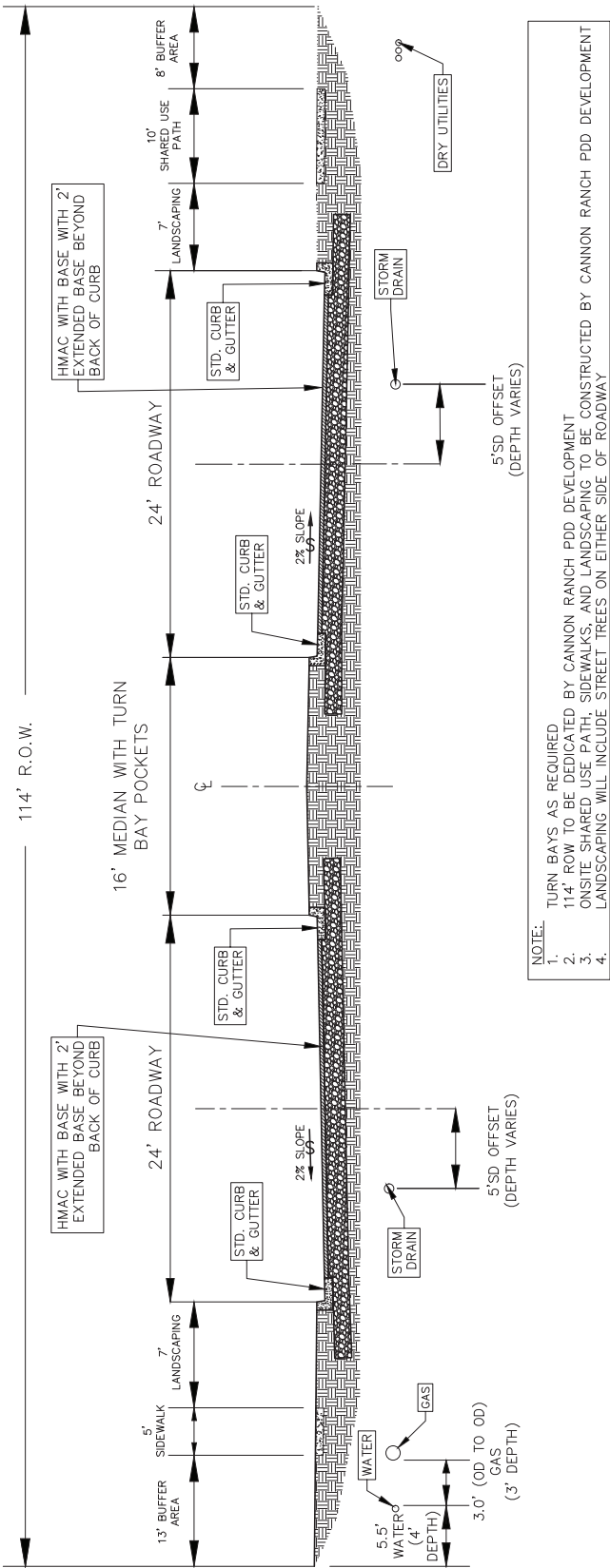
Of 5

ect No:

266

1298-003

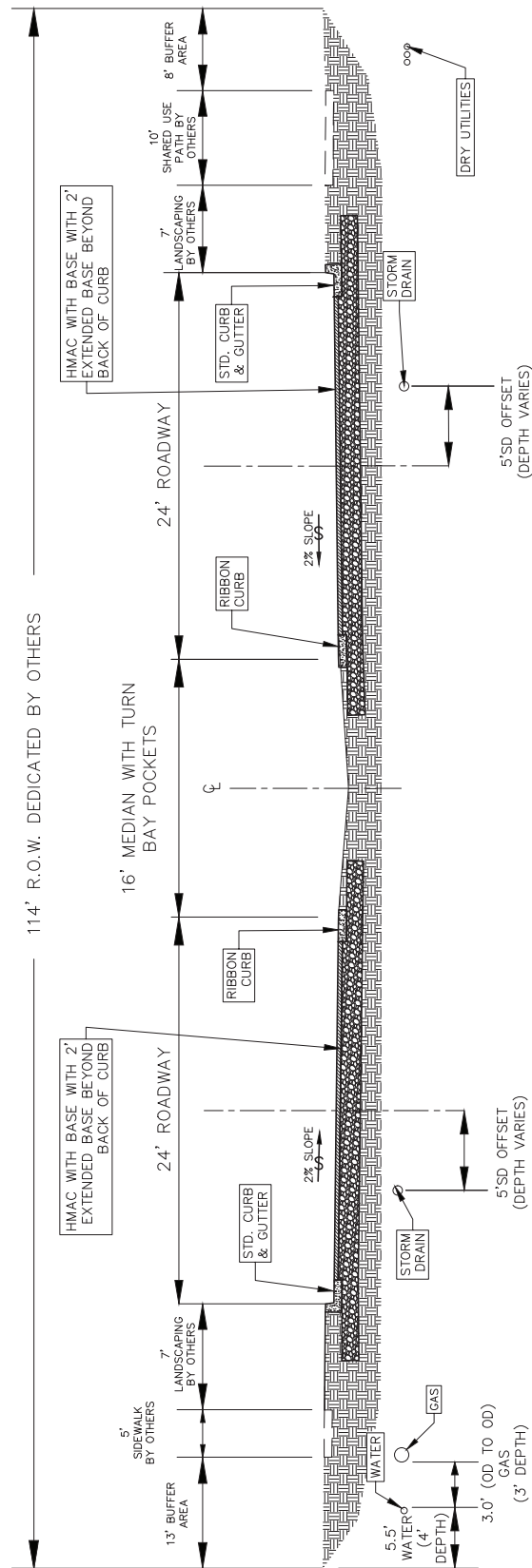
Item # 11.			
Scale:	NTS	Designed:	JH
Drawn:	JH	Reviewed:	JG
Date:	04/19/2021		



114' R.O.W. ONSITE CANNON ROADWAY
TYPICAL SECTION
N.T.S.

Item # 11.

Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	04/11

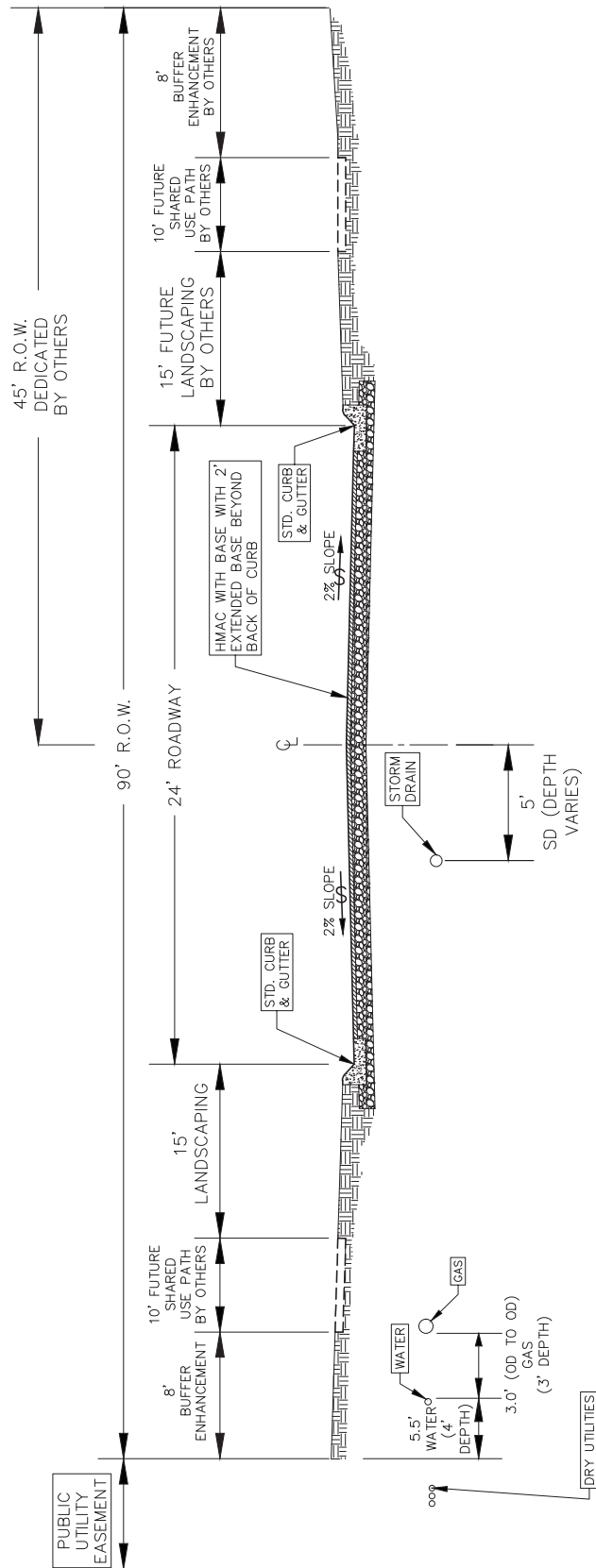


NOTE:

- NOTE:
1. TURN BAYS AS REQUIRED
 2. 11'4" ROW TO BE DEDICATED BY OTHERS
 3. OFFSITE SHARED USE PATH, SIDEWALKS, AND LANDSCAPING TO BE CONSTRUCTED BY OTHERS
 4. WATER QUALITY CONTROLS TO BE PLACED WITHIN MEDIAN

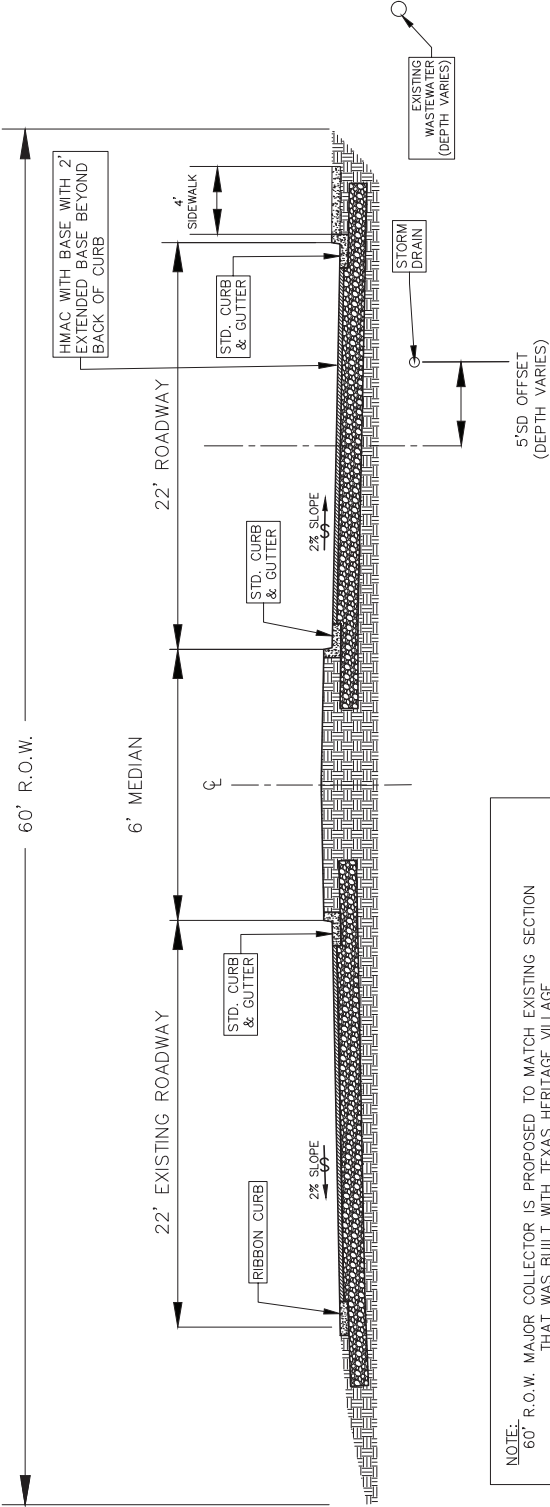
114' R.O.W. OFFSITE CANNON ROADWAY
TYPICAL SECTION
N.T.S.

Item # 11.			
Scale:	NTS	Designed:	JH
Drawn:	JH	Reviewed:	JG
Date:	04/19/2021		



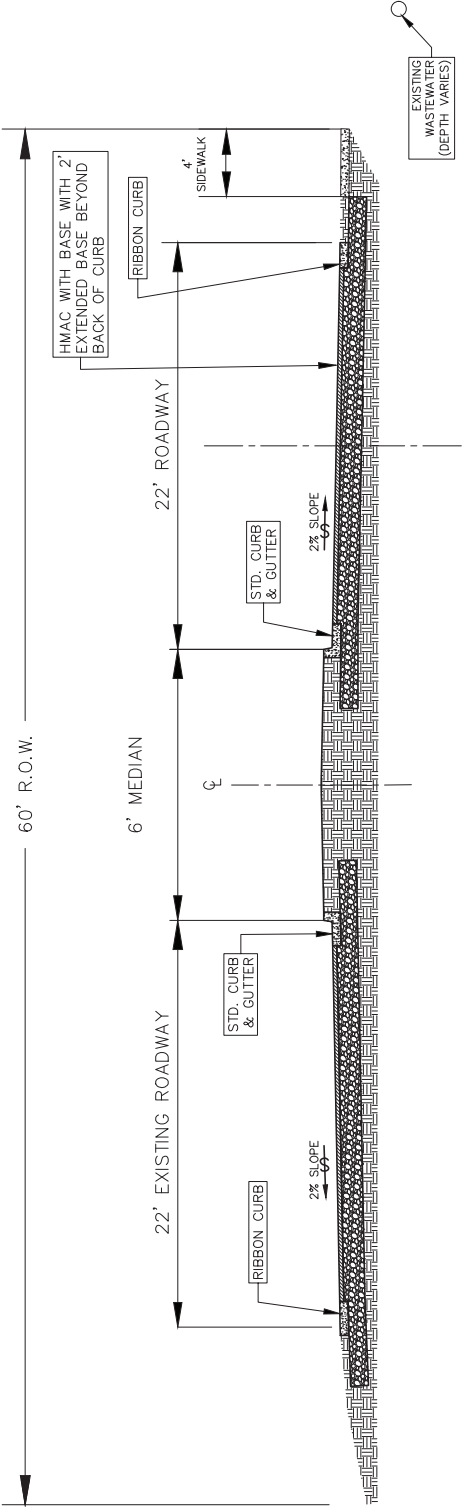
90' R.O.W. E-W 2-LANE COMMERCIAL COLLECTOR
TYPICAL SECTION
N.T.S.

Item # 11.			
Scale:	NTS	Designed:	JH
Drawn:	JH	Reviewed:	JG
Date:	06/28/2021		



60' R.O.W. ROB SHELTON OPTION 1
TYPICAL SECTION
N.T.S.

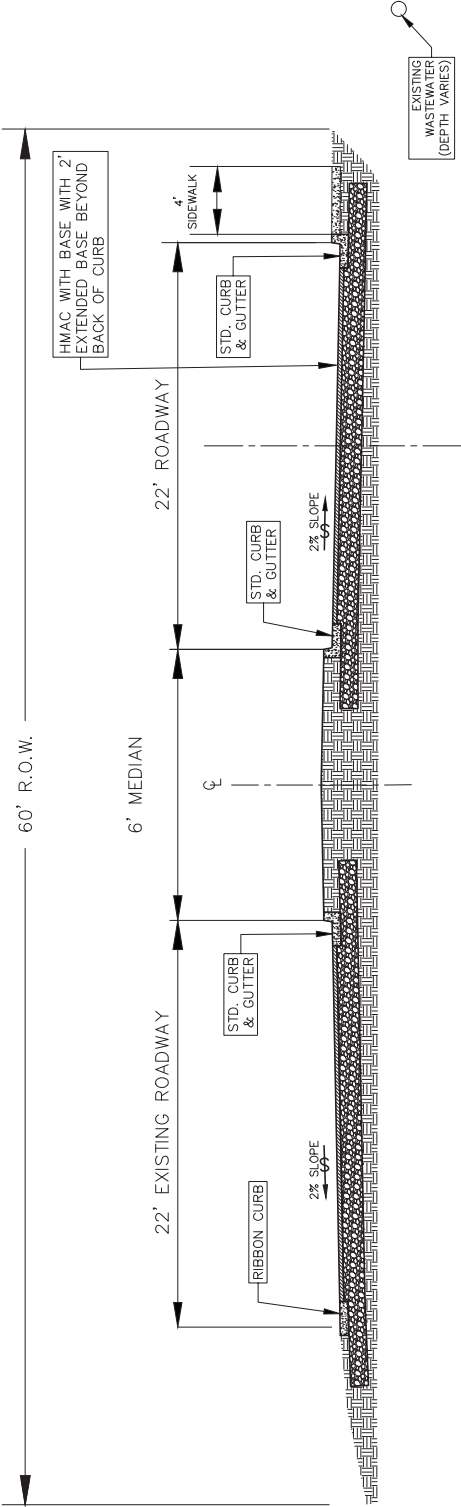
Item # 11.			
Scale:	NTS	Designed:	JH
Drawn:	JH	Reviewed:	JG
Date:	06/28/2021		



NOTE:
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 2
TYPICAL SECTION
N.T.S.

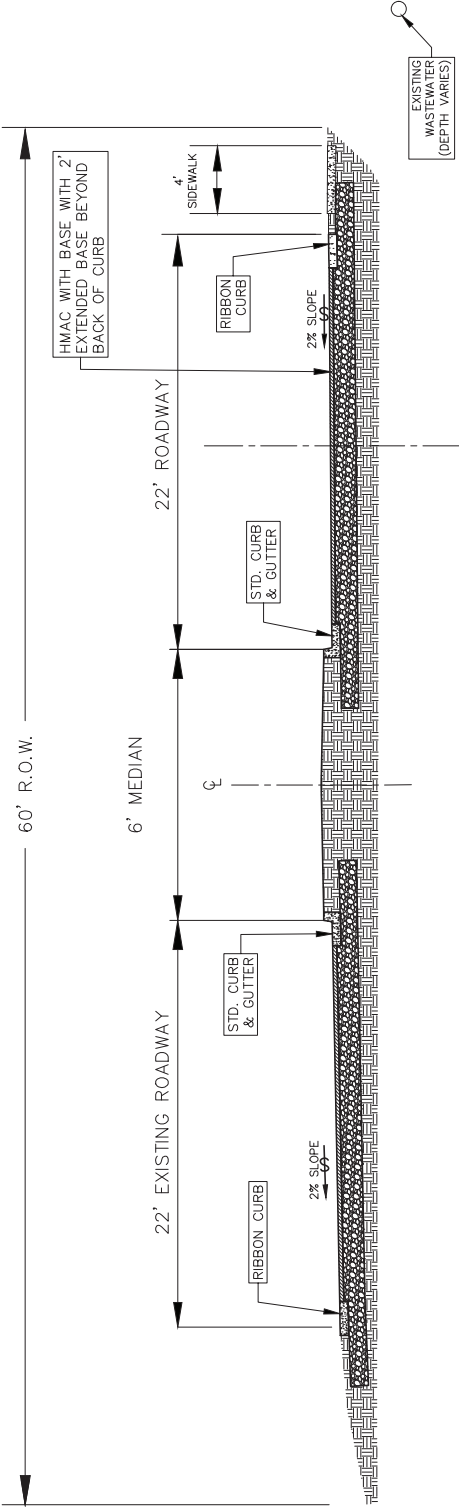
Item # 11.	
Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	06/28/2021



NOTE:
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 3
TYPICAL SECTION
N.T.S.

Item # 11.			
Scale:	NTS	Designed:	JH
Drawn:	JH	Reviewed:	JG
Date:	06/28/2021		

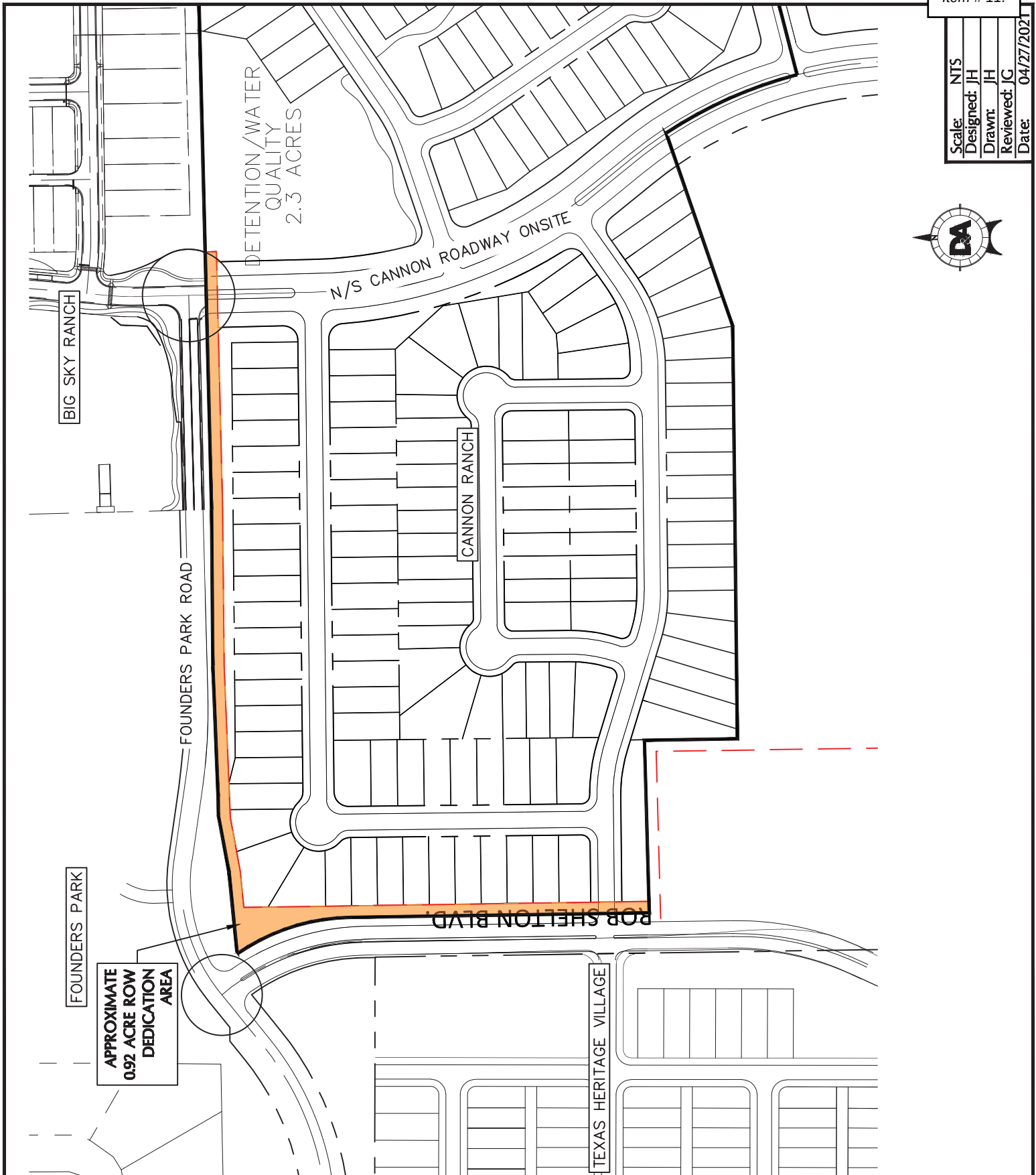


NOTE:
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 4
TYPICAL SECTION
N.T.S.

Item # 11.

Scale: NTS
Designed: JH
Drawn: JH
Reviewed: JG
Date: 04/27/2021



DA DOUCET & ASSOCIATES
Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937

OFFSITE ROADWAY
AGREEMENT
R.O.W.
DEDICATION EXHIBIT

CANNON RANCH
DRIPPING SPRINGS, TX

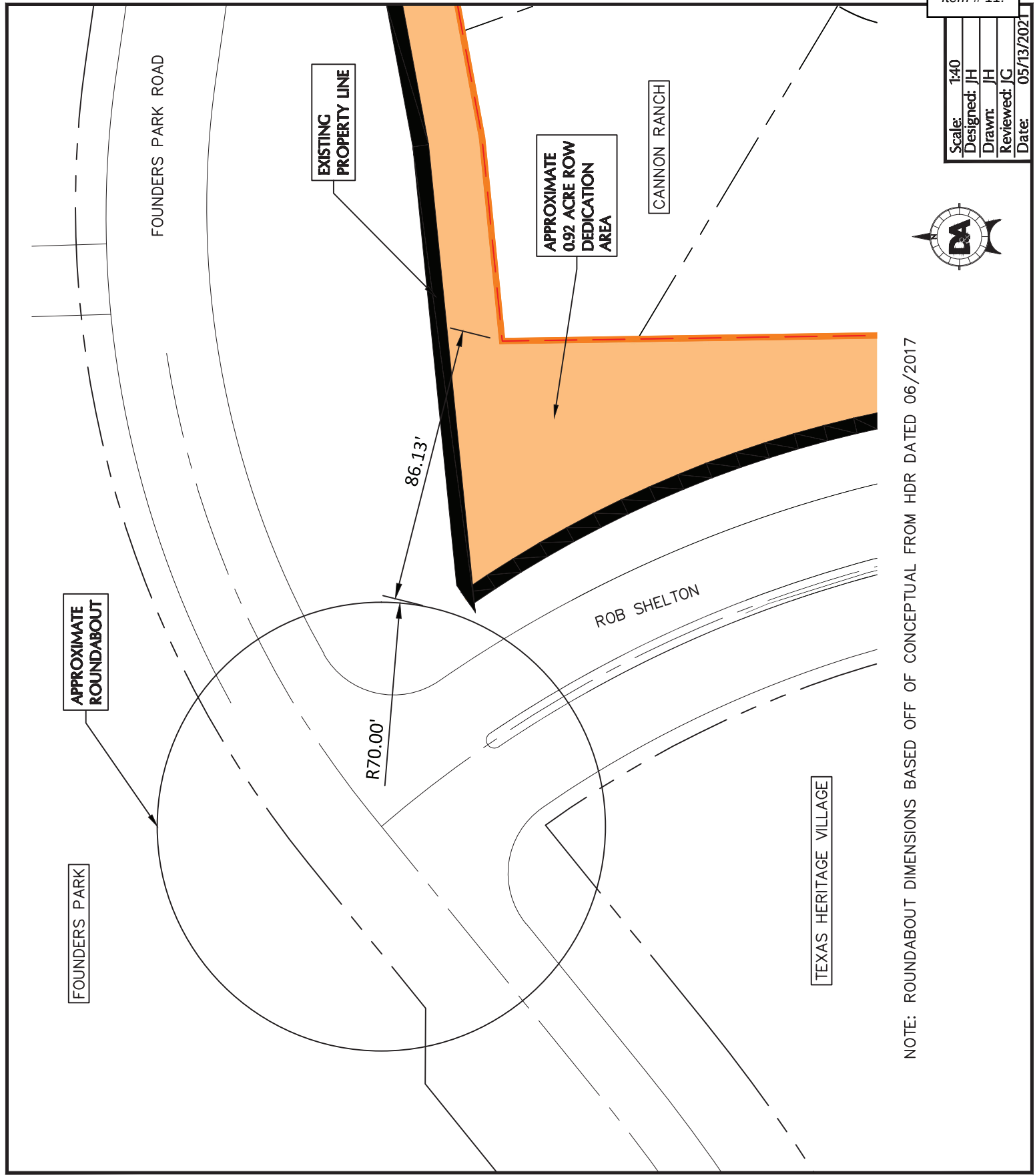
SHEET
EXHIBIT
IF 1
t No:
274
1298-003

Item # 11.

Scale: 1"=40'
Designed: JH
Drawn: JH
Reviewed: JG
Date: 05/13/2021



NOTE: ROUNDABOUT DIMENSIONS BASED OFF OF CONCEPTUAL FROM HDR DATED 06/2017



DA DOUCET & ASSOCIATES
Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937

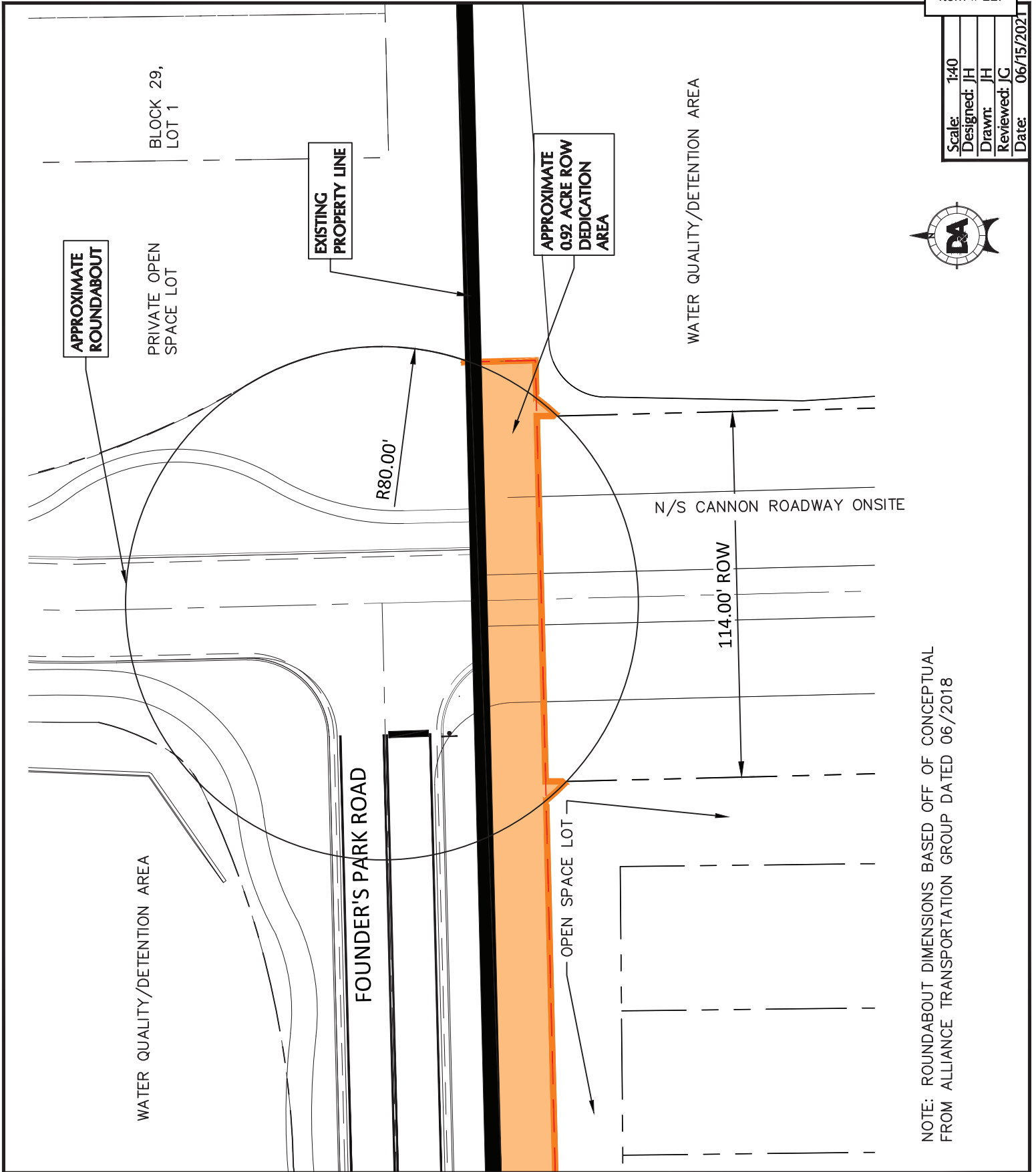
OFFSITE ROADWAY
AGREEMENT
FPR & ROB SHELTON
ROUNDABOUT

CANNON RANCH
DRIPPING SPRINGS, TX

SHEET
EXHIBIT
1
275
t No:
1296-003

Item # 11.

Scale: 1:40
 Designed: JH
 Drawn: JH
 Reviewed: JG
 Date: 06/15/2021



NOTE: ROUNDABOUT DIMENSIONS BASED OFF OF CONCEPTUAL FROM ALLIANCE TRANSPORTATION GROUP DATED 06/2018



SIGN VARIANCE REQUEST REVIEW

Date: July 2, 2021

Project: Dreamland
2770 W. Hwy. 290
Dripping Springs, TX 78620

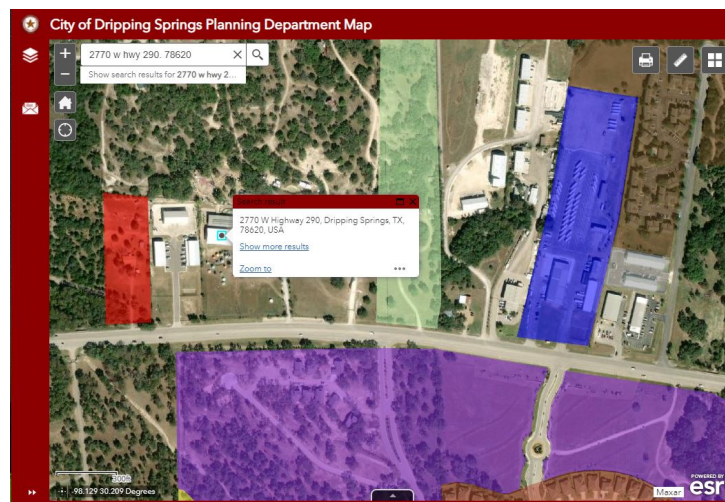
Applicant: Greg Bland, CEO, Dreamland

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

Variance Requests: Allow two flags with noncommercial messages to exceed the maximum height and area allowed

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 26 SIGNS, Article 26.03.003 VARIANCES

Dreamland is a commercial recreational facility located in the city's extraterritorial jurisdiction on the west side of Dripping Springs, adjacent to the City Limits (see map below).



Dreamland installed a Texas flag and a United States of America flag that do not comply with the City's Sign Ordinance. Dreamland requests variances to allow two flags with noncommercial messages to exceed the maximum height and area allowed. The Sign Ordinance regulations for flags on commercial property are:

Each lot may have up to a maximum of four flags with noncommercial messages on up to two flagpoles per premises. Each flag must be a maximum of 40 square feet in area. Flagpoles shall be a maximum of 25 feet in height but no higher than the highest point of the nearest principal building's roof on the premises. Flagpoles must meet the minimum yard setback requirements for a principal building or a minimum of ten feet, whichever is more restrictive. Each flagpole may only have two flags each. Flags may be illuminated in accordance with section 24.06.010 of this code.

Dreamland installed a U.S.A. flag on a 150' tall pole and the flag is 4,000 square feet in area (50' x 80'). They installed a Texas flag on an 80' tall pole and the flag is 1,500 feet in area (30' x 80').

City Staff members notified the applicant of the Sign Ordinance violations and have also received complaints about the flags from nearby property owners.

Dreamland's variance application states that they inquired with the city about flag regulations and were told that they city didn't regulate them. It also states they were told by a city employee that flags over 200 feet in height are regulated by the FAA. No employees at City Hall recall talking to anyone with Dreamland about flag regulations and I do not think an employee at City Hall would advise an applicant about FFA regulations.

The variance requests relate to the consideration for granting variances as follows:

Considerations in granting variances (Sec. 26.03.003 (e))

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

☐ Applicable ☒ Not Applicable

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

☐ Applicable ☒ Not Applicable

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.

☐ Applicable ☒ Not Applicable

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.

☐ Applicable ☒ Not Applicable

(5) The sign and its supporting structure should be in architectural harmony with the surrounding structures.

☐ Applicable ☒ Not Applicable

(6) Mitigation measures related to the sign in question or other sign on the same premises.

☐ Applicable ☒ Not Applicable

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.

☐ Applicable ☒ Not Applicable

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance, when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan.

☐ Applicable ☒ Not Applicable

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.

☐ Applicable ☒ Not Applicable

(10) The sign administrator may authorize the remodeling, renovation, or alternation of a sign when some nonconforming aspect of the sign is thereby reduced.

☐ Applicable ☒ Not Applicable

Recommendation and Conditions

In my opinion, the variance requests do not comply with any of the considerations in granting a variance. Therefore, I recommend denial of both variance requests.

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

Respectfully Submitted,

Michelle Fischer
Sign Administrator



APPLICATION FOR AN
ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER

Project Name: Dreamland Dripping Springs

Project Address/Legal Description: 2770 W Hwy 290, Dripping Springs, TX, 78620

Project Applicant Name: Greg Bland

Mailing Address: 2770 W Hwy 290, Dripping Springs, TX, 78620

Email Address: greg@dreamlanddstx.com

Phone Number: 512-563-0905

Owner's Name (if different from Applicant): SLK Real Estate LLC - Steven Kuhn

Mailing Address: 2400 Kathy Cove, Austin, TX, 78704

Email Address: greg@dreamlanddstx.com

Phone Number: 512-487-9004

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: Dreamland is requesting a sign variance as it pertains to the flag ordinance on commercial property as stated in the city sign ordinance amendment on page 16 in Sec.26.02.004 (4).

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested: During the early phase of construction in late 2019 Dreamland founder had an idea to have large American and Texas flags. We looked at the sign ordinance in place at the time and honestly did not see any section that pertained to flags on commercial property. Our CEO, hoping to be sure of the matter, called the sign ordinance office and spoke to a young woman who stated that there was no jurisdiction unless the pole height exceeded 200', at which point it had to be registered with the FAA. We proceeded with our large flags at great expense and they currently wave proudly just west of town.

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: Our American flag is on a 150' tall pole and measures 50'x80' and our Texas flag is on an 80' tall pole and measures 30'x50'. Both of our pole heights and flag sizes exceed the code maximums. However, we did not put these up knowingly breaking the code. It was an honest mistake and we did try to make sure we were within the boundaries by calling the office in February 2020. We put a lot of work and money into this project and people love seeing the flags. We are seeking a variance in order to keep our flags and be in compliance and good standing with the City of Dripping Springs.

Submittal Checklist:

- ☒ Signed and Completed Application
- ☒ Required Fee Paid \$ 500.00
reference online **Master Fee Schedule** for more details

☒ Billing Contact Form

Exhibits

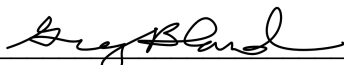
- ☒ Photographs
- ☒ Map/Site Plan
- ☐ Architectural Elevation
- ☐ Other: _____

*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:


Signature of Applicant

6/2/2021
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 §

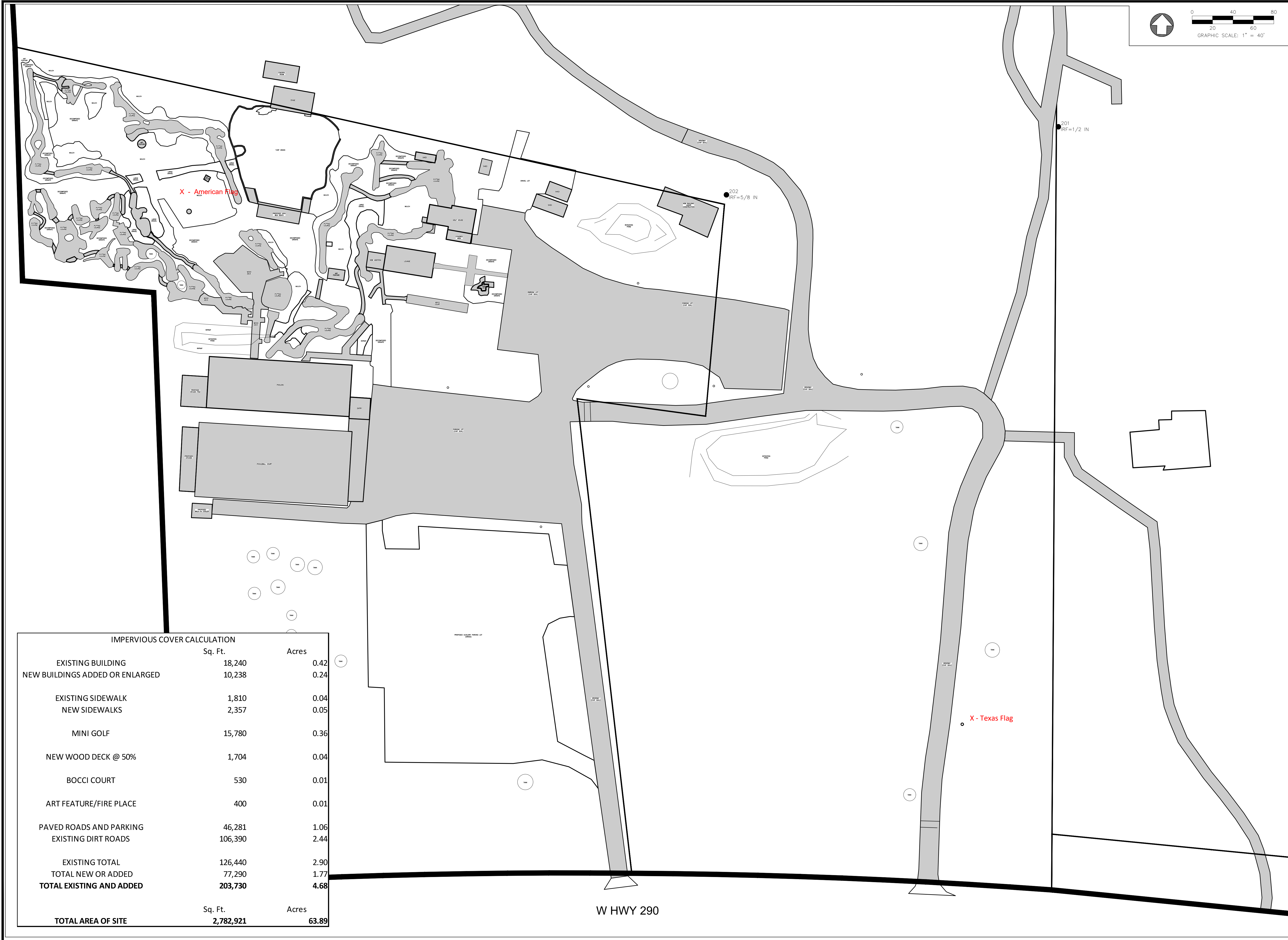
This instrument was acknowledged before me on the ____ day of _____,
201__ by _____.

Notary Public, State of Texas

My Commission Expires: _____

Name of Applicant

Drawing: C:\pwworking\garick.moran\dms460461746002_SFP.dwg
User: P400RAN
Last Modified: Feb 11, 21 - 14:27
Plot Date/Time: Feb 11, 21 - 15:46:50



IMPERVIOUS COVER CALCULATION

	Sq. Ft.	Acres
EXISTING BUILDING	18,240	0.42
NEW BUILDINGS ADDED OR ENLARGED	10,238	0.24
EXISTING SIDEWALK	1,810	0.04
NEW SIDEWALKS	2,357	0.05
MINI GOLF	15,780	0.36
NEW WOOD DECK @ 50%	1,704	0.04
BOCCI COURT	530	0.01
ART FEATURE/FIRE PLACE	400	0.01
PAVED ROADS AND PARKING	46,281	1.06
EXISTING DIRT ROADS	106,390	2.44
EXISTING TOTAL	126,440	2.90
TOTAL NEW OR ADDED	77,290	1.77
TOTAL EXISTING AND ADDED	203,730	4.68
TOTAL AREA OF SITE	2,782,921	63.89

SITE PLAN

TANK TOWN
2770 W HWY 290
DRIPPING SPRING, TX



Designed: JG/PM
Drawn: PM
Reviewed: JG
Date: 01/25/2021
SHEET
OF
Project No.: 1746-002







CITY OF DRIPPING SPRINGS

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

Sign Permit – Owner Permission Letter

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

TO: City of Dripping Springs SIGN Plan Reviewer,

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

Property Owner Signature:  Date: 6/2/2021

Property Owner Name Printed: Steven Kuhn - SLK Real Estate LLC

Property Owner Phone Number: 512-487-9004

Property Owner Email: greg@dreamlanddstx.com

Gateway to the Hill Country



BILLING CONTACT FORM

Project Name: Dreamland Dripping SpringsProject Address: 2770 W Hwy 290, Dripping Springs, TX, 78620Project Applicant Name: Greg Bland

Billing Contact Information

Name: Jen BlandMailing Address: 2770 W Hwy 290, Dripping Springs, TX, 78620Email: jen@dreamlanddstx.com Phone Number: 512-214-1685

Type of Project/Application (check all that apply):

- | | |
|---|--|
| ☐ Alternative Standard | ☐ Special Exception |
| ☐ Certificate of Appropriateness | ☐ Street Closure Permit |
| ☐ Conditional Use Permit | ☐ Subdivision |
| ☐ Development Agreement | ☐ Waiver |
| ☐ Exterior Design | ☐ Wastewater Service |
| ☐ Landscape Plan | ☒ Variance |
| ☐ Lighting Plan | ☐ Zoning |
| ☐ Site Development Permit | ☐ Other _____ |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Signature of Applicant

6/2/2021

Date



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: July 6, 2021

Agenda Item Wording: Discuss and consider approval of a Job Description for Dripping Springs Ranch Park Assistant Manager Position.

Agenda Item Requestor: Kelly Schmidt, Parks & Community Services Director

Summary/Background: Kelly Schmidt, Parks & Community Services Director, recommends a restructuring of some of the DSRP job positions. She recommends the full-time DSRP Assistant Manager position be created and the full-time DSRP Guest Services position be eliminated. Currently, the full-time DSRP Event Center Coordinator position is vacant and is proposed to remain a position.

The proposed DSRP Assistant Manager position provides customer service to guests by assisting the Dripping Springs Ranch Park Manager (DSRP Manger) with overseeing the operations of the Dripping Springs Ranch Park and Event Center. Coordinates the work of others in the daily arena and park upkeep, facilities maintenance, and custodial duties at Dripping Springs Ranch Park and Event Center. Works closely and as a team with the DSRP Manager, Parks & Community Services Director, and Maintenance Director.

The DSRP Assistant Manager and DSRP Event Center Coordinator positions are planned to be filled with internal candidates.

Commission Recommendations: N/A

Recommended Council Actions: Approve job description for the DSRP Assistant Manager position.

Attachments: Draft job description.

Next Steps/Schedule: If approved, hire for the position.



DRIPPING SPRINGS RANCH PARK ASSISTANT MANAGER FULL-TIME EXEMPT

A. GENERAL PURPOSE

Provides customer service to guests by assisting the Dripping Springs Ranch Park Manager (DSRP Manager) with overseeing the operations of the Dripping Springs Ranch Park and Event Center. Coordinates the work of others in the daily arena and park upkeep, facilities maintenance, and custodial duties at Dripping Springs Ranch Park and Event Center. Works closely and as a team with the DSRP Manager, Parks & Community Services Director, and Maintenance Director.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provides customer service to Event Center and park guests. Applying and employing knowledge of equine and other general recreation pursuits on a daily basis.
2. Serves as support role to and manages work of DSRP Ranch Hands.
3. Assists DSRP Manager with the coordination of Event Center and Park operations by directing daily, weekly, bi-weekly, monthly, and annual maintenance and operational tasks.
4. Opens and closes the Event Center and Arena, unlocking/locking appropriate doors.
5. Works administratively supporting the operations of the park by answering phone calls, processing payments, and registering participants in Parks and Community Services programs.
6. Oversees guest services ensuring adherence to park and event center use policies.
7. Assists with sales and collections of daily arena use fees.
8. Assists DSRP Manager by working closely with the DSRP Event Center Coordinator to schedule DSRP Ranch Hands, Facility Specialists, and Customer Service Specialist for optimal facility coverage, shift performance, and support during large events.
9. Performs daily walk-through duties viewing the facility with a scrutinizing detailed-oriented lens applying observable needs to DSRP Ranch Hand tasks, with essential and safety concerns taking top prioritization.
10. Conveys larger maintenance needs via the submission of timely work orders to City Maintenance department.
11. Is visible and available to assist during large-scale events.
12. Works with DSRP Lead Ranch Hand to ensure the Ranch Hands receive proper training on how to maintain the Event Center facility, indoor and outdoor arenas, RV and primitive camping sites, park trails and grounds, operate and care for heavy equipment and the employment of proper safety trainings and protocols.
13. Assists DSRP Manager with the creation and facilitation of community based

programming that utilizes the Event Center facility and park grounds in a way that fulfills the mission of the Parks and Community Services department.

14. Oversees the DSRP Riding Series shows. Manages contracts and registration for the shows. Works with the DSRP Customer Service Specialist to process registrations and payments.
15. Develops checklists that ensures the park and facilities are maintained to a high standard minimizing work redundancies and optimizing labor hours efficiently. Manages contracted janitorial services.
16. Works in concert with DSRP Event Center Coordinator to assist with proper event logistics facilitation (set-up, support during, and take down).
17. Reports all issues and concerns to DSRP Manager in a timely manner.
18. Assists DSRP Manager in development of annual operating budget.
19. Other duties as assigned by DSRP Manager.
20. Serves as go to person in the absence of DSRP Manager. Ensures appropriate park and event center leadership coverage during all hours of park and event center operations.

C. SUPERVISION

Works under the general supervision of the Dripping Springs Ranch Park Manager.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma or equivalent.
2. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.
3. Standard First Aid and C.P.R. certifications required. Will train.
4. Ability to establish and maintain effective working relationships with employees, City officials, media, and the public.
5. Ability to communicate effectively orally and in writing.
6. Ability to handle confidential and sensitive information while maintaining confidentiality.

E. TOOLS AND EQUIPMENT USED

General maintenance equipment, phone, calculator, computer, printer, and related software. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.

F. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Outdoor work is required in overseeing the maintenance and upkeep of Dripping Springs Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 50 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively, and; operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.

3. Must be able to distinguish colors when working with equipment, identifying and understanding electrical panels, etc.; must be able to operate assigned vehicle or equipment.

G. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud with frequent interruptions.

H. WORK HOURS

This is a full-time exempt position. Core work hours will be set by the DSRP Manager or the Parks and Community Services Director. This position includes weekend hours, evening and night hours, Holiday hours and during emergencies as assigned year-round and shares the responsibility for staffing the Event Center during these hours with Event Center staff. This position is exempt and not eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the DSRP Manager or the Parks and Community Services Director. Any overtime hours performed must be preapproved by the DSRP Manager or the Parks and Community Services Director and employee will receive compensatory time-off.

I. SALARY

Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

K. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment

against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Assistant City Administrator at (512) 858-4725.

Please note: This Job Description is not a contract, and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.



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

Submitted By: Charlie Reed, Farmers Market Manager

City Council Meeting Date: July 6, 2020

Agenda Item Wording: Discuss and consider adoption of a Resolution amending the Dripping Springs Farmers Market Rules.

Agenda Item Requestor: Taline Manassian

Summary/Background: At its June meeting, FM Board discussed and made changes to rules, including the following:

1. Per FM Board request, Roman Baligad, Emergency Management Coordinator explored outdoor market/festival norms for safe minimum weight to be applied to vendor tent legs to ensure stability in windy conditions.
2. Per FM Manager request, board to change rules to move completion of vendor set-up to fifteen minutes prior to market opening, allowing for final inspection and other market needs.

FM Board Recommendation: Adjust FM rules to state vendor booth legs must each have 25 pounds secured weight. Adjust FM rules to state market readiness by fifteen minutes prior to market open.

Staff Recommendation: Staff recommends approval.

Attachments:

1. 2021 DSFM Rules Amendment
2. Farmer Market Resolution

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

Dripping Springs Farmers Market Rules

Mission Statement: To provide a community gathering place where local food producers, artisans and community organizations educate and sell directly to consumers.

The purpose of these rules is to govern the operation and management of the Dripping Springs Farmers Market (the Market) as administered by the Dripping Springs Farmers Market Association Board (the Board).

1. Operational Rules

1.1 Application and Fees

All Market Participants must complete the appropriate application, pay the applicable fees and be approved by the Market Manager or the Board.

New Applicants may be accepted into the Market on a temporary status, pending an inspection. Upon review, the Board may revoke the temporary status, extend a probationary period, or grant full acceptance as a Market Participant.

1.2 Market Participants

Producers (farmers, ranchers, fishers), prepared-foods producers (bakers, ready-to-eat, value-added), artists and craftspeople, service providers, entertainers, and community organizations, that fulfill the Mission of the Market, may participate in the Market.

An approved Vendor may assign an Agent to sell their product at the Market.

Participants in the Market include Vendors, Agents, and any other individual who has applied and received approval to participate in the Market.

1.3 Site Inspection

All Vendors must agree to and assist in the inspection of their operations by representatives of the Market at any time. For inspections farther than 50 miles from Dripping Springs, the applicant will be charged a mileage fee at the current IRS rate per mile.

If a Vendor does not own the land used to grow their products, they must provide documentation from the landowner as part of the application.

Wild gathered products may be sold with written permission of the landowner and Market Board approval.

1.4 Booth Fees

Market booth fees will be determined annually and assessed weekly. Income generated from booth fees will be used for Market Manager salary, marketing and advertising, and other expenses associated with the operation of the Market.

Participants must comply with the fee schedule found at www.cityofdrippingsprings.com.

1.5 Booth Assignments, Appearance and Safety

Vendor booth spaces are 10' wide by 10' deep, including back-stock storage area. All selling and promotion must be contained within the booth space. All product, signs, and booth furniture (including tables and chairs) must be placed inside the assigned booth space.

The Market Manager assigns booth spaces to all Participants. Assigned spaces not occupied 30 minutes prior to opening may be reassigned to another Participant.

Each booth space must prominently display a sign clearly identifying the business name and location of the farm or business. Feather flags are prohibited.

All booths must be setup by 15 minutes before the Opening Bell. No booths may be taken down prior to close of Market without the Manager's permission.

Booths should be arranged so that customers are able to shop without invading another Participant's space.

Booth areas must be kept tidy throughout the market day and must be left clean at the end of the market day.

Participants are expected to provide trash receptacles when offering samples and remove the trash from the premises. Market trash containers are for customers' use only.

Participants must park in the assigned lots/spaces designated for Vendors. Driving through the Market selling area is prohibited.

There will be a designated truck vending area for Vendors who will sell from their trucks (i.e. food trailers).

Vendors cooking food on site must have their own 2A10BC fire extinguisher. If using a deep fryer, a Class K extinguisher is required.

Booth tents must be weighted down with a minimum of 1525 lbs per leg.

In case of windy conditions, the Market Manager has the discretion to require vendors to remove the canopy from the tent frame or remove tents entirely.

1.6 Registration and Attendance

To attend the Market, the Market Participants are required to register and pay applicable fees online by the time designated by the Market Manager. If a Participant cannot attend the market any given day they must contact the Market Manager in writing by 2:00 p.m. on the day prior to the Market. Failure to do so without good cause shall result in No Show Fee. In case of emergency, the Participants shall contact Market Manager as soon as possible. Failure to attend the market without Market Manager's consent will forfeit the registration fee.

1.7 Public Policies

No smoking will be allowed in the market area.

All Participants must conduct themselves in a courteous and professional manner at all times.

No loud, aggressive promotion is allowed.

No consumption of illegal drugs is allowed at the Market.

Leashed dogs are allowed at the Market. Dog-owners are required to collect and properly dispose of waste.

1.8 Grievances

Grievances about the Market should be directed to the Market Manager in writing using the *DS Farmers Market Complaint and Incident Report*. All such grievances will be considered by the Board.

1.9 Fines and Penalties

Infringement of the Rules may result in verbal warning, written warning, fine, suspension or expulsion from the Market.

Fines that are levied must be paid prior to re-entering the Market for selling.

1.10 Market Manager

The Market Manager's duties shall include [overseeing market registration](#), collecting booth fees, assigning market booths, supervising the Market, and other duties as assigned by the Board. The Manager will be the final authority on the day of the Market. All decisions may be appealed to the Board for later consideration.

The Manager will maintain order and cleanliness, start the market, and distribute information about the Market. The Manager has the discretion to ask anyone to leave the market area.

1.11 Community Organizations

Community organizations that fulfill the Mission of the Market and seek to fundraise or educate at the Market shall submit an application. The organization's product and/or activity must be approved by the Board.

1.12 Opening Bell

All Vendors must wait for the sound of the Opening Bell to commence sales to the public.

1.13 Public Dissemination of Information

Because of potential pedestrian and traffic safety hazards, and space limitation at Veterans Memorial Park, the dissemination of information is regulated on Market days from 2:00 PM to 7:00 PM.

Those seeking to disseminate information, not governed by other provisions of these rules, must:

1. Disseminate information in areas designated by the Market Manager;
2. Not impede pedestrian or vehicular traffic; and
3. Not interfere or disrupt normal Market operation.

Only Participants who have applied and been approved for booth space may bring tables and chairs or other furniture to be placed inside the Farmers Market. Such furniture may only be placed inside a booth.

2. Regulatory Rules

2.1 Sales Tax

Each Vendor is responsible for his or her own sales tax permit and sales tax payments.

2.2 Weights and Measures

A scale certified by Texas Department of Agriculture must be used at the Market for all products sold by weight.

2.3 Food Samples

Food samples must be distributed in accordance with the rules set forth by the *DSFM Food Sampling Rules* and Texas Department of State Health Services.

2.4 Potentially Hazardous Foods and Product Temperature

Potentially Hazardous Foods must be held at proper temperature, as currently defined by law.

Vendors are solely responsible for any damages resulting from the sale of unsafe, unapproved or unsound goods.

2.5 Home Process Foods Law

Home-canned processed foods and baked goods can be sold at farmers markets. They must comply with the Texas Cottage Food Laws as defined by the Texas Department of State Health Services and Texas Health and Safety Code.

2.6 Permits and Licenses

All Vendors must obtain any and all required permits and licenses required by the State of Texas and Hays County to sell each product, and submit copies with their application. Knowledge and receipt of the required permits and licenses are the responsibility of the Vendor.

Organic labeling and claims require proof of current certification by USDA accredited certifier.

Vendors are responsible for complying with federal, state and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of their products.

2.7 Indemnity Agreement

All Market Participants (including Agents) are required to sign the Indemnity Agreement as part of the Application.

3. Product Rules

3.1 Product Source

All items sold at the Market must be raised, prepared, processed or crafted by Vendor within a 150-mile radius of City of Dripping Springs and meet the Mission of the Market.

If a specialty product is produced or processed outside of the 150-mile radius, but within the State of Texas, the Board shall review and may approve exceptions on an annual basis.

Vendors may resell items that complement their own products, not to exceed 20% of their inventory.

Community Supported Agriculture (CSA) distributions are allowed at the Market. Items included in CSA share distributions, including eggs, agricultural products or value-added items, must be produced by Vendor or obtained from another Market Vendor.

3.2 Product Quality and Pricing

All Vendors will be subject to inspection by the Market Manager prior to selling at the Market.

Vendors will be asked to remove any products from their displays if deemed by the Market Manager to be of inferior quality. Products that are cosmetically imperfect or very ripe may be sold as “seconds” and must be labeled appropriately.

Product pricing should be conducted in a manner that protects overall stability and friendly competition at the market.

3.3 Live Animals

No live animals may be sold or given away at the Market.

4. Amendments

The Market Rules may be amended only with the approval of a majority of the Board and will be presented to the City Council for final approval.

CITY OF DRIPPING SPRINGS
RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF DRIPPING
SPRINGS, TEXAS, AMENDING THE FARMERS MARKET RULES**

WHEREAS, each city should have Farmers Market Rules directed to its vendors, staff, and participants to provide guidance on the duties and responsibilities of the city, the vendors, staff, and the participants; and

WHEREAS, the City Council of the City of Dripping Springs ("City Council") finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs ***Farmers Market Rules*** be updated from time to time to reflect current state and federal law and city practices related to vendors, staff, and Market participants; and

WHEREAS, the City Council finds that it is reasonable and prudent for this amendment to the ***Farmers Market Rules*** to be adopted.

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

1. The City Council hereby approves the amendment to City of Dripping Springs ***Farmers Market Rules*** pursuant to *Exhibit A*, attached.
2. The City Council directs City staff to work with the Mayor and City Administrator to acknowledge the amendment to the ***Farmers Market Rules*** and receive training and information on the amended ***Farmers Market Rules*** under the direction of the Mayor and City Administrator.

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”
Farmers Market Rules



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: July 6, 2020

Agenda Item Wording: Discuss and consider approval of the Appointment of four (4) individuals to the Planning & Zoning Commission for terms ending June 30, 2022; and the appointment of a Chair to serve a term of one year.

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: The Planning & Zoning Commission is a seven-member advisory commission with all the rights, powers, privileges and authority authorized and granted by the city council and through the Statutes of the State of Texas as found in Chapter 211 and 212 of the Texas Local Government Code. The Commission makes recommendations regarding the Comprehensive Plan, changes of zoning, zoning ordinance amendments, and zoning to be given to newly annexed areas, and shall make recommendations regarding the approval of plats of subdivisions as submitted for review, and other planning related matters delegated by the City Council.

Commission members are nominated by City Council Members and appointed by a simple majority vote. A minimum of two (2 seats) members shall be residents and registered voters of the City of Dripping Springs. As many as two (2 seats) may be ETJ residents who are registered voters of Hays County, and the remaining three (3 seats) shall reside either in the city limits or the ETJ and be registered voters of the City of Dripping Springs or Hays County.

Current Commission

<i>Member</i>	<i>Term</i>	<i>Residency</i>
Mim James, Chair	6/30/21	ETJ
James Martin, Vice Chair	06/30/22	ETJ
Christian Bourguignon	6/30/21	City Resident
John McIntosh	6/30/21	City Resident

Roger Newman	6/30/21	City Resident
Evelyn Strong	6/30/22	ETJ
Tammie Williamson	6/30/22	City Resident

A notification of seat expiration was sent to each member in April, which also included the chair and staff liaison. Mim James, Christian Bourguignon, and John McIntosh have requested reappointment and Roger Newman is stepping down. Roger will be presented with an award for public service on a city commission at the July 20th meeting.

Public notice was sent for applications for appointment in April with a deadline for submission on May 31st. The following applications were received, and applicants were interviewed by Chair Mim James, Vice Chair James Martin, Commission Tammie Williamson, Council Member April Harris-Allison and Deputy City Administrator Ginger Faught. Applications will be marked private due to personal and confidential information therein.

<i>Applicant</i>	<i>Residency</i>
Mike Wilson	ETJ
Douglas Crosson	ETJ
Matt Rygg	ETJ

An application was also received from Tyler Walbridge; however, he did not respond for request for interview appointment.

**Commission
Recommendations:**

The interview panel recommends the reappointment of Mim James, Christian Bourguignon and John McIntosh, and the appointment of Douglas Crosson.

**Recommended
Council Actions:**

Staff recommends the reappointment of Mim James, Christian Bourguignon and John McIntosh, and the appointment of Douglas Crosson for terms ending June 30, 2023.

The Council may appoint, at their pleasure, a member from the Commission to serve as Chair for a term of one year.

Attachments:

1. Applications for Appointment
2. Interview Panel Recommendation

Next Steps/Schedule:

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

From: [Mim James](#)
To: [Bill Foulds](#)
Cc: [April Harris Allison](#); [Ginger Faught](#); [James Martin](#); [Tammie Williamson](#); [Andrea Cunningham](#)
Subject: P&Z Interviews
Date: Saturday, June 26, 2021 4:12:32 PM

April, Ginger, Tammie, Jim and I interviewed 3 candidates for the P&Z position that will become available at the end of this month. The candidates included Doug Crosson, Matt Rygg, and Mike Wilson. As I mentioned previously, one other applicant was eliminated because he did not live in the city or the ETJ, and another candidate failed to respond to Andrea's repeated attempts to schedule an interview.

We will be recommending Doug Crosson for the vacant position. Our decision was unanimous for a number of reasons including his strong interest, availability, maturity, financial acumen, professionalism and potential to lead the commission at some point in the future.



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: July 6, 2020

Agenda Item Wording: Discuss and consider approval of the Appointment of three (3) individuals to the Historic Preservation Commission for terms ending June 30, 2022.

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: The Historic Preservation Commission is a seven-member advisory commission responsible for making recommendations to the city council regarding the preservation of landmarks and historic districts within the city.

Commission members are appointed by the City Council at-large, and preference is given to applicants that have an interest in the historic traditions of the City, and experience in the preservation of the historical character of the City; and specifically applicants from the following categories, professions, and interests: Architecture, History, Real Estate, Attorney at Law, Historic Landmark Property Owner, Archaeology, Geography, Anthropology, Planning & Zoning Commission member.

Current Commission

<i>Member</i>	<i>Term</i>	<i>Experience</i>
Bruce Lewis, Chair	6/30/22	Property Owner
Emilie Kopp, Vice Chair	6/30/21	Property Owner
Dean Erickson	6/30/22	Real Estate
Ashley Bobel	6/30/21	Real Estate
Jean Reimers	6/30/21	History
Minnie Glosson-Needham	6/30/22	History
Tim Brown	6/30/22	Architecture

A notification of seat expiration was sent to each member in April, which also included the chair and staff liaison. Emilie Kopp and Ashley Bobel have requested reappointment and Jean Reimers is stepping down. Jean will be presented with an award for public service on a city commission at the July 20th meeting.

Public notice was sent for applications for appointment in April with a deadline for submission on May 31st. The following applications were received, and applicants were interviewed by Chair Bruce Lewis and Commissioner Dean Erickson. Applications will be marked private due to personal and confidential information therein.

<i>Applicant</i>	<i>Experience</i>
Nichole Prescott	PhD in History, historic preservation
Haley Hunt	Property/Business Owner
Lee Sawyer	Project Management and Finance

**Commission
Recommendations:**

Chair Bruce Lewis and Dean Erickson recommend the appointment of Nichole Prescott, and the reappointment of Emilie Kopp and Ashley Bobel.

**Recommended
Council Actions:**

Staff recommends the reappointment of Emilie Kopp and Ashley Bobel, and the appointment of Nichole Prescott for terms ending June 30, 2023.

Attachments:

1. Applications for Appointment
2. Chair recommendation

Next Steps/Schedule:

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

From: [brucelewishpc](#)
To: [Andrea Cunningham](#)
Subject: HPC chair recommendations
Date: Wednesday, June 23, 2021 5:34:42 PM

The Historical Preservation Commission recommends reappointment of commissioners Ashley Bobel & Emilie Kopp. Jean Reimer will be stepping down.

Dean Erickson and I attempted to schedule in person or zoom meetings with the applicants interested in the HPC. The stars did not align, so we called each person individually and Dean and I discussed a ranking system.

The following order is how we positioned the applicants seeking a chair on the HPC.

#1. Nichole Prescott and Lee Sawyer. Possibly a slight lean to Nichole as Lee may be seeking positions on other boards or commissions.

#2. Haley Hunt

Thanks,

Bruce Lewis

Sent from my Galaxy



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: July 6, 2020

Agenda Item Wording: Discuss and consider approval of the Appointment of six (6) individuals to the Economic Development Committee for terms ending June 1, 2022; and the appointment of a Chair to serve a term of one year.

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: The Economic Development Committee is a twelve-member advisory committee tasked with representing various citizen groups and their interests as part of the City Council's greater discussion of economic development, its design, and its direction. The Committee is responsible for organizing an inclusive process for assessing community needs and priorities and providing the City Council with guidance via a proposed economic strategic plan.

Members of the Economic Development Committee are nominated by staff for appointment by the City Council for a term of one-year. Staff encourages members of the community to submit applications for nomination, and seek to find individuals from various citizen groups, including but not limited to historic preservationists, planners, park supporters, the business community, school districts, media, nonprofits, county representatives and property owners.

Current Committee

<i>Member</i>	<i>Term</i>	<i>Citizen Group</i>
Kim Fernea, Chair	06/01/21	Business Community
Rex Baker	06/01/22	Business Community
Dave Edwards	06/01/21	Nonprofits
Melanie Fenelon	06/01/21	Business Community
Whit Hanks	06/01/21	Business Community
Susan Kimball	06/01/22	Business Community

John Kroll	06/01/22	Property Owner
Andrea Nichols	06/01/22	Nonprofits/Business Owner
Patrick Rose	06/01/22	Business Owner
Keenan Smith	06/01/21	Planner/Historic Preservation
VACANCY	06/01/22	
Jeff Nydegger, Advisory Member	NA	Planner
Robert Avera, Advisory Member	NA	Business Community

A notification of seat expiration was sent to each member in April, which also included the chair and staff liaison. All members with expiring seats have requested reappointment.

Public notice was sent for applications for appointment in April with a deadline for submission on May 31st. The following applications were received, and applicants were interviewed by Chair Kim Fernea. Applications will be marked private due to personal and confidential information therein.

<i>Applicant</i>	<i>Citizen Group</i>
Thomas Greene	Business Community
Michael Finn	Nonprofits
Robert Musgrove	Planner
Lee Sawyer	Business Community
Rebecca Atkins	Business Community
Arthur Gollwitzer	Park Supporters
Tiffany Duncan	DSISD

**Committee
Recommendations:**

Chair Fernea recommends the appointment of Kim Fernea, Dave Edwards, Melanie Fenelon, Whit Hanks, and Keenan Smith; and the appointment of Tiffany Duncan.

**Recommended
Council Actions:**

Currently the Committee is very business community heavy, which is to be expected for an Economic Development Committee; however, there is no representation with respect to park supporters, school districts or county

representatives. Staff would recommend the appointment of an individual from at least one of the aforementioned groups.

Attachments:

1. Applications for Appointment
2. Committee Chair Recommendation

Next Steps/Schedule:

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

From: [Kim Fernea at Corridor Title](#)
To: [Andrea Cunningham](#)
Subject: FW: EDC Appointments
Date: Tuesday, June 29, 2021 3:22:14 PM
Importance: High

Please replace the slate of recommendation with this version.

I forgot to remove Jason Hellberg for now. I believe he might be moving and not sure if he will land in the City ETJ or not. Sorry for the confusion.

Reappointments	City Council Member	New Appointment Recommendation
David Edwards	Taline Manassian	Tiffany Duncan
Melanie Fenelon		
Kim Fernea		
Whit Hanks		
Keenan Smith		
