



CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING - AMENDED

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, December 07, 2021 at 6:00 PM

AGENDA

AMENDED AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 April Harris Allison

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Treasurer Shawn Cox

City Secretary Andrea Cunningham

Communications & Marketing Director Lisa Sullivan

Public Works Director Aaron Reed

Planning Director Howard Koontz

Senior Planner Tory Carpenter

Planning Assistant Warlan Rivera

Emergency Management Coordinator Roman Baligad

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

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

CONSENT AGENDA

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

- 1. Approval of the November 16, 2021 City Council regular meeting Minutes.**
- 2. Approval of the November 22, 2021 City Council special meeting Minutes.**
- 3. Approval of the Appointment of Erika Fritz to the Farmers Market Committee for a term ending June 30, 2023.**
- 4. Approval of the 2022 Uniform Submittal Ordinance for site plans and subdivision filings.**
- 5. Approval of a Resolution approving MUD Reimbursement Bonds for Hays County MUD Number 4 for reimbursement for construction of water, wastewater, and drainage facilities. Applicant: Felix J. Manka, Burgess Niple, P.E.**
- 6. Approval of a Letter of Support related to the City's Hays County Master Naturalist Firefly Project Grant Funding application for costs associated with upgrading Charro Ranch Park's native plant demonstration garden.**
- 7. Approval of a Resolution of the City Council of the City of Dripping Springs, Authorizing Participation with the State of Texas, through the Office of the Attorney General in the Global Opioid Settlement and Approving the Term Sheet. Sponsor: Mayor Foulds, Jr.**

BUSINESS AGENDA

- 8. Public hearing and consideration of approval of an Annexation Ordinance and Service Agreement (ANNEX2021-0004), and an Ordinance for zoning amendment (ZA2021-0007) from Agricultural (AG) to Single-Family Residential District - Moderate Density (SF-2) for approximately 39.341 acres out of the Benjamin F. Hannah Survey, located at 2901 W US 290. Applicant: Brian Estes, P.E., Civil and Environmental Consultants Inc.**
 - a. Presentation
 - b. Staff Report
 - c. Planning & Zoning Commission Report
 - d. Public Hearing
 - e. Annexation Ordinance & Service Agreement
 - f. Zoning Amendment Ordinance

- 9.** Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Silver Creek Subdivision. *Applicant: Tracy Bratton, P.E., Doucet and Associates.*
 - a. Presentation
 - b. Staff Report
 - c. Waiver Application

- 10.** Discuss and consider approval of a Waiver Application from the temporary development moratorium for 900 Hays Country Acres. *Applicant: Jennifer M. Garcia, P.E.*
 - a. Presentation
 - b. Staff Report
 - c. Waiver Application

- 11.** Discuss and consider approval of the proposed Dripping Springs Park System Wayfinding Signage Plan.

- 12.** Discuss and consider approval of the selection of contractor for the Cellular-Enabled Water Meters Request for Bids, and authorization for staff to negotiate and finalize the agreement.

- 13.** Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.
 - a. Staff Report
 - b. Public Hearing
 - c. Budget Amendment Ordinance

- 14.** Discuss and consider selection of Hays Central Appraisal District Board of Directors candidate(s), and approval of a Resolution to cast the ballot.
 - a. Candidate Selection
 - b. Resolution

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. Report on Moratorium Exceptions & Waivers**

- 16.** Maintenance & Facilities Monthly Report
Craig Rice, Maintenance Director

- 17.** Transportation Committee Monthly Report
Travis Crow, TC Chair

EXECUTIVE SESSION AGENDA

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

- 18. Deliberation of Personnel Matters regarding Fiscal Year 2022 Longevity Pay for the following: Penny Appleman, Roman Baligad, Jim Bass, Kevin Campbell, Sherry Canady, Tory Carpenter, Sarah Cole, Shawn Cox, Andrea Cunningham, Brandon Elliott, Ginger Faught, Michelle Fischer, Sesario Garza, Johnathon Hill, Caylie Houchin, Alison Jamieson, Rune Jamieson, Sheri Kapanka, Amy Kappler, Jesse Kennis, Howard Koontz, Johnna Krantz, Laura Mueller, Emily Emigh Nelson, Heather Newman, Shane Pevehouse, Steve Rasette, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Selina Romero, Mackenzie Rusick, Kelly Schmidt, Lily Sellers, Nick Spillar, Bill Stevens, Riley Sublett, Lisa Sullivan, and Marcus Vallejo. *Personnel Matters, 551.074.***
- 19. Consultation with City Attorney regarding legal issues related to opioid settlement. *Consultation with City Attorney, 551.071***
- 20. Consultation with City Attorney regarding legal issues related to ongoing developments including Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD No. 11; and, legal issues related to Bunker Ranch annexation and zoning. *Consultation with City Attorney, 551.071***
- 21. Consultation with City Attorney regarding legal issues related to the provision of retail utility services. *Consultation with City Attorney, 551.071***
- 22. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. *Consultation with City Attorney, 551.071***

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

December 14, 2021, at 5:00 p.m. (Waivers & Exceptions)
December 21, 2021, at 6:00 p.m. (Regular Meeting)
December 28, 2021, at 5:00 p.m. (Waivers & Exceptions)
January 4, 2022, at 6:00 p.m. (Regular & BOA)
January 11, 2022, at 5:00 p.m. (Waivers & Exceptions)
January 18, 2022, at 6:00 p.m. (Regular Meeting)
January 25, 2022, at 5:00 p.m. (Waivers & Exceptions)

Board, Commission & Committee Meetings

December 8, 2021, Utility Commission at 4:00 p.m.
December 13, 2021, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

December 13, 2021, Founders Day Commission at 4:00 p.m.
December 14, 2021, Planning & Zoning Commission at 6:30 p.m.
December 15, 2021, Economic Development Committee at 4:00 p.m.
December 16, 2021, Farmers Market Committee at 10:00 a.m.
December 16, 2021, Emergency Management Commission at 12:00 p.m.
December 20, 2021, Transportation Committee at 3:30 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

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

City Secretary

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



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, November 16, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 City Attorney Laura Mueller
 City Secretary Andrea Cunningham
 Planning Director Howard Koontz
 Communications & Marketing Director Lisa Sullivan
 City Treasurer Shawn Cox
 Planning Assistant Warlan Rivera
 Planning & Zoning Commission Chair Mim James
 Planning & Zoning Commissioner Christian Bourguignon
 Lighting Consultant Cindy Luongo Cassidy

PLEDGE OF ALLEGIANCE

Michelle Fischer led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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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.

Cathy Greer spoke in favor of the moratorium and also spoke about the issues and impact of growth on the community.

Marilyn Harrison spoke regarding issues and impact of growth on the community specifically addressing transportation and traffic.

Eugene Foster spoke regarding the Village Grove Development and the projects impact on traffic and transportation and sustainability.

PROCLAMATIONS & PRESENTATIONS

1. Presentation of Be A Star Awards

Mayor Foulds, Jr. and Cindy Luongo Cassidy presented the awards.

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 November 2, 2021, City Council Regular Meeting Minutes.**
- 3. Approval of a Resolution Related to the Enforcement of the Fire Code in Certain Subdivisions including Anarene Investments Tract/Double L Development by the City of Dripping Springs. Sponsor: Bill Foulds, Jr., Mayor.**

Filed as Resolution No. 2021-R37

- 4. Approval of the October 2021 City Treasurer's Report.**

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 2 – 4. Council Member Parks seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

- 5. Discuss and consider approval of a Resolution of the City of Dripping Springs authorizing the expenditure of American Rescue Plan Coronavirus Local Fiscal Recovery Funds for the Dr. Pound Farmstead. Applicant: Dr. Pound Farmstead**

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

Betty Meyers spoke on behalf of the applicant and discussed the financial impact COVID has had on the Dr. Pound Farmstead.

A motion was made by Council Member Harris-Allison to approve a Resolution of the City of Dripping Springs authorizing the expenditure of American Rescue Plan Coronavirus Local Fiscal Recovery Funds for the Dr. Pound Farmstead. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

Filed as Resolution No. 2021-R38

- 6. Discuss and consider approval of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 17.307 acres in the extraterritorial jurisdiction, situated in the Philip A. Smith Survey Abstract No. 415 located on Founders Road Dripping Springs, Texas 78620 (Tax ID: 85794). Applicant: Brian Estes, P.E.**

a. Presentation – No presentation was given.

b. Staff Report – Howard Koontz presented the staff report which is on file. Staff recommends approval of the petition.

c. Annexation Petition – A motion was made by Council Member Harris-Allison to approve an Annexation Petition with direction to staff to negotiate an Annexation Agreement with owners to annex approximately 17.307 acres in the extraterritorial jurisdiction, situated in the Philip A. Smith Survey Abstract No. 415 located on Founders Road Dripping Springs, Texas 78620 (Tax ID: 85794). Council Member Parks seconded the motion which carried unanimously 5 to 0.

- 7. Public Hearing and First Reading of an Ordinance of the City of Dripping Springs, Texas ("City") enacting a Temporary Moratorium on the Acceptance, Authorization, and Approvals necessary for the Subdivision, Site Planning, Development, or Construction in the City Limits and Extraterritorial Jurisdiction, providing for Findings of Fact, Definitions, Applicability, Purpose, Enactment, Duration, Extension, Exceptions, and Exemptions, Determination and Appeals, Repealer, Severability, Enforcement, Effective Date, and Proper Notice and Meeting. Sponsor: Mayor Foulds, Jr.**

a. Staff Report – Laura Mueller presented the staff report which is on file.

b. Planning and Zoning Report – Chair James presented the report. The Commission recommended City Council approval 6 to 0.

c. Public Hearing – David Glen spoke in opposition to the moratorium expressing concerns with existing projects and overall communication.

d. Moratorium Ordinance – Mayor Foulds, Jr. announced that this is the first reading of the ordinance and a second reading and possible action on the moratorium would occur at the City Council Special Meeting scheduled for November 22, 2021, at 6:00 p.m. The City Council discussed waivers and exceptions and the Hays County 1445 Agreement. No action was taken on this item.

REPORTS

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

Reports are on file and available for review upon request.

- 8. Maintenance Director's Monthly Report**
Craig Rice, Maintenance Director
- 9. Economic Development Committee Report**
Kim Fernea, EDC Chair

A motion was made by Mayor Pro Tem Manassian to pull Executive Session Agenda Item 10 into Open Session for possible action. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

- 10. Consultation with City Attorney on opioid settlement.** *Consultation with City Attorney, 551.071*

Laura Mueller presented the staff report which is on file.

No action was taken on this item.

EXECUTIVE SESSION AGENDA

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

- 10. Consultation with City Attorney on opioid settlement.** *Consultation with City Attorney, 551.071*
- 11. Consultation with City Attorney regarding legal issues related to ongoing developments including Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD No. 11; and, legal issues related to Bunker Ranch annexation and zoning.** *Consultation with City Attorney, 551.071*
- 12. Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

13. **Consultation with City Attorney regarding legal issues related to the provision of retail utility services.** *Consultation with City Attorney, 551.071*
14. **Consultation with City Attorney related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.** *Consultation with City Attorney, 551.071*

The City Council did not meet in Executive Session.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

November 22, 2021, at 6:00 p.m. (CC Special Meeting)

December 7, 2021, at 6:00 p.m. (CC & BOA)

December 21, 2021, at 6:00 p.m. (CC)

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

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

Board, Commission & Committee Meetings

November 18, 2021, Farmers Market Committee at 10:00 a.m.

November 18, 2021, Emergency Management Commission at 12:00 p.m.

November 23, 2021, Planning & Zoning Commission at 6:30 p.m.

December 1, 2021, Dripping Springs Ranch Park Board at 12:00 p.m.

December 2, 2021, Historic Preservation Commission at 4:00 p.m.

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

December 8, 2021, Utility Commission at 4:00 p.m.

ADJOURN

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

This regular meeting adjourned at 7:11 p.m.

APPROVED ON: December 7, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



CITY COUNCIL SPECIAL MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, November 22, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 City Attorney Laura Mueller
 Communications & Marketing Director Lisa Sullivan
 Planning Director Howard Koontz
 Planning Assistant Warlan Rivera

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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Tom Rogers, Eugene Foster, and Ronnie Harrington spoke in favor of the moratorium.

Myron Thornton spoke regarding the highway proposed near Caliterra.

BUSINESS AGENDA

1. **Public Hearing, Second Reading, and Possible Action on an Ordinance of the City of Dripping Springs, Texas ("City") enacting a Temporary Moratorium on the Acceptance, Authorization, and Approvals necessary for the Subdivision, Site Planning, Development, or Construction in the City Limits and Extraterritorial Jurisdiction, providing for Findings of Fact, Definitions, Applicability, Purpose, Enactment, Duration, Extension, Exceptions, and Exemptions, Determination and Appeals, Repealer, Severability, Enforcement, Effective Date, and Proper Notice and Meeting.** *Sponsor: Mayor Foulds, Jr.*

a. **Staff Report** – Laura Mueller presented the staff report which is on file.

b. **Public Hearing** – Taylor Johnson with the Home Builders Association spoke in opposition to the moratorium.

c. **Moratorium Ordinance** – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance of the City of Dripping Springs, Texas ("City") enacting a Temporary Moratorium on the Acceptance, Authorization, and Approvals necessary for the Subdivision, Site Planning, Development, or Construction in the City Limits and Extraterritorial Jurisdiction, providing for Findings of Fact, Definitions, Applicability, Purpose, Enactment, Duration, Extension, Exceptions, and Exemptions, Determination and Appeals, Repealer, Severability, Enforcement, Effective Date, and Proper Notice and Meeting. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-44

2. **Discuss and consider adoption of an Ordinance Amending Section 1.02.041: Regular Meetings: Establishing Additional Meetings and Meetings Times for City Council; Providing for Cancellation of Meetings.** *Sponsor: Mayor Foulds, Jr.*

Laura Mueller presented the staff report which is on file.

A motion was made by Council Member King to approve an Ordinance Amending Section 1.02.041: Regular Meetings: Establishing Additional Meetings and Meetings Times for City Council; Providing for Cancellation of Meetings. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-45

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.

3. **Consultation with City Attorney related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.** 551.071, *Consultation with City Attorney.*

The City Council did not meet in Executive Session.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

December 7, 2021, at 6:00 p.m. (CC & BOA)

December 21, 2021, at 6:00 p.m. (CC)

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

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

Board, Commission & Committee Meetings

November 23, 2021, Planning & Zoning Commission at 6:30 p.m.

December 1, 2021, Dripping Springs Ranch Park Board at 12:00 p.m.

December 2, 2021, Historic Preservation Commission at 4:00 p.m.

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

December 8, 2021, Utility Commission at 4:00 p.m.

ADJOURN

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

This special meeting adjourned at 6:40 p.m.

APPROVED ON: December 7, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: December 7, 2021

Agenda Item Wording: **Approval of the Appointment of Erika Fritz to the Farmers Market Committee for a term ending June 30, 2023.**

Agenda Item Requestor: Gouri Johannsen, Farmers Market Committee Chair

Summary/Background: The Farmers Market Committee is an eight-member advisory committee that provides oversight of the Dripping Springs Farmers Market. The Committee is responsible for implementing rules and procedures as established by the City Council and the Committee and assists staff with the operations of the Farmers Market. The Committee is also responsible for evaluating the success of the Farmers Market and providing the City Council with recommendations on improvement.

Members are appointed by City Council by recommendation of City staff. Members may be residents or business owners with agricultural facilities in the city limits or ETJ or within 150 miles of the city limits. At least two (2) members must be farmers who sell their own produce. Preference for membership is given to persons who raise, grow or make food products, or artists who make crafts from agricultural products.

Current Committee

<i>Member</i>	<i>Term</i>	<i>Seat Description</i>
Gouri Johannsen, Chair	6/30/23	ETJ
Marianne Simmons, Vice Chair	6/30/22	ETJ, Farmer
Teresa Strube, Secretary	6/30/23	City
Nikki Dahlin	6/30/22	ETJ
Claudia Oney	6/30/23	ETJ
Janet Musgrove	6/30/22	City

Vacancy 1	06/30/22	
Vacancy 2	06/30/23	

Chair Gouri Johannsen interviewed applicant Erika Fritz and has recommended appointment to the Committee.

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

**Recommended
Council Actions:**

Staff recommends the appointment of Eriak Fritz to the Farmers Market Committee for a term ending June 30, 2023.

Attachments:

1. Application for Appointment

Next Steps/Schedule:

1. Notify applicant of Council decision and send welcome letter if appointed.
2. Update website and master roster
3. Notify committee of appointments and send updated roster
4. Send calendar invite to appointee

CITY OF DRIPPING SPRINGS

ORDINANCE NO. _____

SUBDIVISION ORDINANCE

ORDINANCE 2021-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS APPROVING THE 2022 UNIFORM SUBMITTAL SCHEDULE FOR PLAT SUBMISSIONS AS EXHIBIT “B” OF CHAPTER 28 OF THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES AS SHOWN AS EXHIBIT A, IN ORDER TO COMPLY WITH TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, WHICH REQUIRES PLATS TO BE REVIEWED WITHIN THIRTY (30) DAYS OF FILING OR DEEMED APPROVED; ESTABLISHING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a preliminary plat, final plat, and replat be approved, approved with conditions, or disapproved by staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules grants authority to a governing body of a municipality to adopt rules governing plats and subdivisions of land within the municipality’s jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, City Council will annually adopt a Schedule of Uniform Submittal Dates in order to comply with Texas Local Government Code Chapter 212 for plat applications. The Schedule of Uniform Submittal Dates will include dates when applications will be accepted, when review for completeness checks will occur, and dates when the Planning & Zoning Commission will meet, and/or administrative decisions will be made; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing subdivision plats are necessary to maintain water quality, ensure traffic safety, protect the region’s livability, preserve property values, and reinforce Dripping Springs’ status as the Gateway to the Hill Country; and

WHEREAS, 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 has determined that amending its ordinance related to subdivisions is required by state law; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance regulating the subdivision and platting of land.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

A Uniform Submittal Schedule is adopted in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

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

7. PROPER NOTICE AND MEETING

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

also provided as required by Chapter 52 of the Texas Local Government Code.

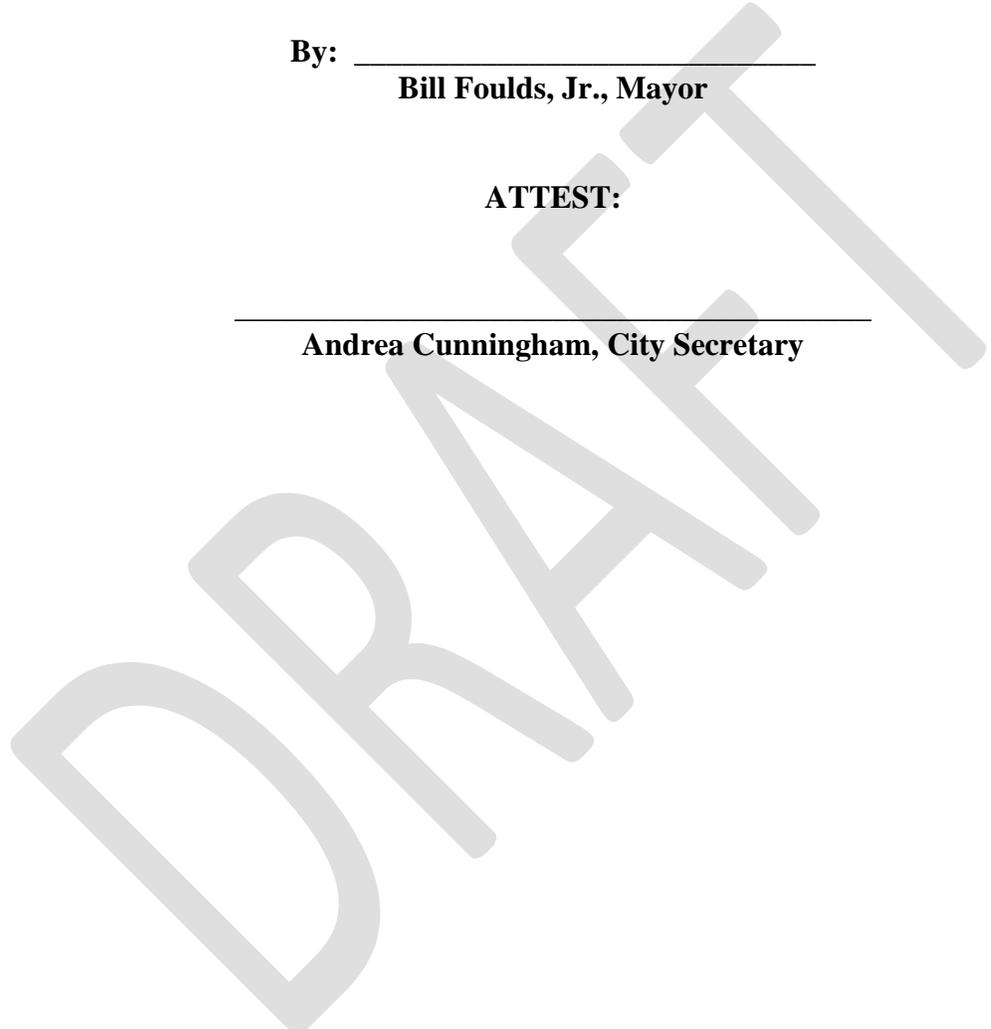
PASSED & APPROVED this, the _____ day of _____, 2021, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



UNIFORM SUBMITTAL SCHEDULE-2022

PLAT FILINGS

Administrative Completeness - Submit by:	Filing Date	Review Date
12/17/21	12/27/21	1/25/22
1/14/22	1/24/22	2/22/22
2/18/22	2/28/22	3/29/22
3/18/22	3/28/22	4/26/22
4/15/22	4/25/22	5/24/22
5/20/22	5/30/22	6/28/22
6/17/22	6/27/22	7/26/22
7/15/22	7/25/22	8/23/22
8/19/22	8/29/22	9/27/22
9/16/22	9/26/22	10/25/22
10/21/22	10/31/22	11/29/22
11/18/22	11/28/22	12/27/22

RESPONSE TO DENIAL COMMENTS

A plat application is considered filed on the date at which it has been deemed administratively complete.

An applicant may file comments in response to denial at any time, but the response will not be considered filed until the next Resubmission date.

Submission for Administrative Completeness - Submit by:	Filing Date	Review Date
12/27/21	01/10/22	01/25/22
01/24/22	02/07/22	02/22/22
02/28/22	03/14/22	03/29/22
03/28/22	04/11/22	04/26/22
04/25/22	05/09/22	05/24/22
05/30/22	06/13/22	06/28/22
06/27/22	07/11/22	07/26/22
07/25/22	08/08/22	08/23/22
08/29/22	09/12/22	09/27/22
09/26/22	10/10/22	10/25/22
10/31/22	11/14/22	11/29/22
11/28/22	12/12/22	12/27/22



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: December 7, 2021

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

Agenda Item Requestor: Felix Manka, CMA Engineering, P.E.

Summary/Background: This is an increase in reimbursement bonds for the LedgeStone/Bush Ranch subdivision. It increases the amount previously approved by city council from 5.5 million to 8 million.

Commission Recommendations: N/A

Recommended Council Actions: Approval of Reimbursement Bonds.

Attachments: MUD Agreement; Bond Submittal

Next Steps/Schedule: If approved, City Staff will issue a letter of consent to the developer.

CITY OF DRIPPING SPRINGS

RESOLUTION 2021-R_____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO
THE ISSUANCE OF BONDS BY HAYS COUNTY MUNICIPAL UTILITY
DISTRICT NUMBER 4

WHEREAS, Hays County Municipal Utility District Number 4 (the "District") is a municipal utility district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Commission on Environmental Quality, and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended;

WHEREAS, the District and the City of Dripping Springs entered into that certain "Agreement Concerning Creation and Operation of Hays County Municipal Utility District No. 4" dated to be effective July 25, 2002, as subsequently amended by that certain "Amendment Number One to the Agreement Concerning Creation and Operation of the Hays County Municipal Utility District No. 4 and Lands within the District" dated September 21, 2010; (collectively, the "Consent Agreement");

WHEREAS, among other matters, the Consent Agreement provides that all bonds of the District shall be submitted to the City of Dripping Springs for review and approval upon submission to the Texas Commission on Environmental Quality (formerly TNRCC);

WHEREAS, the District now desires to proceed with the issuance of its fourth series to reimburse water, wastewater, and drainage facilities system bonds in a principal amount not to exceed \$8,000,000 in order to reimburse costs of construction and engineering of the facilities (the "Bonds"); and

WHEREAS, the Bonds will be obligations solely of the District, and the City of Dripping Springs will not be responsible for payment of the Road Bonds.

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

1. This meeting of the City Council of the City of Dripping Springs has been properly posted in accordance with the Texas Open Meetings Act.
2. The City Council of the City of Dripping Springs has no comments or objections to the issuance by the District of the Bonds in a par amount not to exceed \$8,000,000.
3. This Resolution shall be effective upon the date of its approval.
4. Michelle Fischer, City Administrator, or her designee, is authorized to provide the appropriate documentation to the Hays County MUD Number 4 related to this bond issuance.

PASSED & APPROVED this, the 7th day of December 2021, by the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

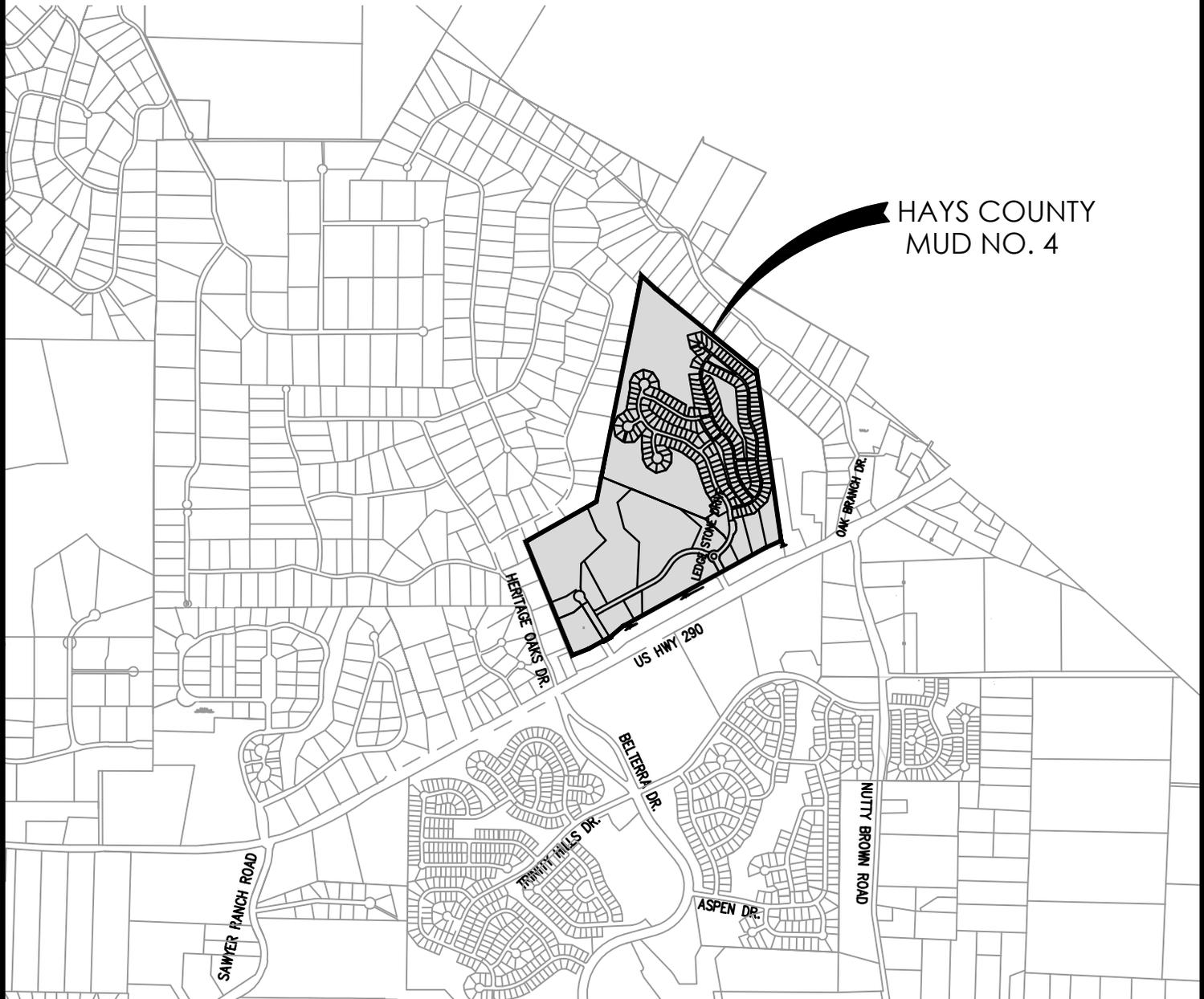
ATTEST:

Andrea Cunningham, City Secretary

BOND APPLICATION REPORT

\$8,000,000 BOND ISSUE NO. 4

SERIES 2021



HAYS COUNTY
MUD NO. 4

HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4

October 2021

CMA ENGINEERING, INC.

235 LEDGE STONE DR.
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015

HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4
BOND APPLICATION REPORT NO. 4

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TCEQ Expedited Review - Developer Projects

“Certificate Justifying 60-Day Bond Application Review”

We have reviewed the attached Bond Application and conclude that it is complete and request an expedited review in accordance with § 293.42. We understand that under an expedited review the TCEQ staff will assume that we have submitted all available documentation required pursuant to the Bond Application Report Format and will not request additional information. If documentation is found to be insufficient, the application will not be expedited and a review letter will be sent. Also, we understand that we may not be notified prior to completion of the TCEQ memorandum of items excluded from funding or recommended for escrow.

A. The following executed documents are included in the attached Bond Application Report:

1. Resolution and Certificate requesting approval of bonds and any special exemptions or waivers (such as 30% developer contribution, market study, or developer interest limitations);
2. Waiver of special tax exemptions as required by § 293.59(k)(8);
3. A current market study, unless exempt or inapplicable;
4. Any other items required by § 293.43;
5. Engineer's certificates of completion for streets in completed sections where either utilities are being funded in the bond issue or the section is included in the feasibility of the bond issue.
6. Provide a certificate stating whether the District intends for the financial feasibility of the proposed bond issue to be based on “no-growth” or “growth” projections. If based on growth, the certificate should indicate total number of ESFCs used for feasibility.

B. I have reviewed the District's current status and to the best of my knowledge the following statements are true:

1. All underground water, wastewater and drainage facilities and associated streets to be financed or necessary to serve the projected build-out to support the feasibility are 95% complete, or the District is exempt pursuant to § 293.59(k)(11) and applicable financial guarantees in compliance with Commission rules are provided. Financial guarantees are provided for the following:
2. Assessed Value necessary to meet tax rates shown in the no-growth cash flow table and all proposed exemptions is existing as documented by a certificate from the central appraisal district.
3. The District meets the applicable requirements of § 293.59(k)(6) A-E for all bond issues and § 293.59(l)(2)-(3) for second and subsequent bond issues related to completion of facilities and permits.
4. Any financial guarantees necessary for water, wastewater, and drainage facility capacities (based on the District engineer's design criteria) have been obtained, are included in the attached Bond Application Report Format and are in compliance with Commission rules.

- 5. The District meets the requirements of § 293.59(k)(7) and § 293.59(l)(4) as applicable related to vertical build-out.
- 6. The District meets the requirements of § 293.59(k)(3)-(4) related to acceptable tax rates.
- 7. The District is legally authorized to issue the bonds.
- 8. Sections and attachments in the attached Bond Application Report Format are separated by dividers or colored paper, tabbed, and labeled.
- 9. If the feasibility is based on growth, the build-out schedule:
 - a. Is consistent with the growth cash flow schedule.
 - b. Specifically identifies sections where growth is projected.
 - c. Includes the number of ESFCs for non single-family projections.
 - d. Includes only projections on available lots, reserves, etc. as identified in the Land Use Table in the attached Bond Application Report Format.
- 10. The application meets the requirements of § 293.44 related to special considerations.
- 11. To the best of our knowledge and belief the bond application is complete and in substantial compliance with Commission rules except for plans and specifications for the following facilities:

The District requests that the funds for these facilities be placed in escrow until such plans and specifications are complete.

Bond Counsel as to paragraph B, lines 4, 7, and 11: Julia R Houston Date 06/18/21

Financial Advisor as to paragraph B, lines 2, 5, 6, 9a, and 11: [Signature] Date 5/14/2021

Engineer as to paragraph A and B, lines 1, 3, 8, 9b-d, 10 and 11: [Signature] Date 06-07-21

CERTIFICATE FOR ORDER OR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HAYS §

The undersigned officers of the Board of Directors of Hays County Municipal Utility District No 4 of Hays County, Texas (the "District") hereby certify as follows:

The Board of Directors of Hays County Municipal Utility District No. 4 convened in special session on the 7th day of September 2021, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of the Board, to wit:

- Brent Hammond President
Craig McColloch Vice-President
Dilipkumar B. Patel Secretary
Brian Hardin Treasurer
Michelle Diegle Assistant Secretary/Treasurer

and all of said persons were present, except for the following absentees: Director Diegle, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

A RESOLUTION OF THE BOARD OF DIRECTORS OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4; AUTHORIZING AMENDMENT TO AN APPLICATION SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR APPROVAL OF PROJECT AND BONDS FOR WATER, WASTEWATER, DRAINAGE FACILITIES; PROVIDING FINDINGS OF FACT; PROVIDING FOR OPEN MEETING; PROVIDING AN EFFECTIVE DATE

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order or Resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the Order or Resolution prevailed and carried by the following vote:

AYES: All present
NOES:

That a true, full and correct copy of the aforesaid Order or Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; and that said Order or Resolution has been duly recorded in said Board's minutes of said meeting; that the persons named in the above and foregoing paragraph were duly chosen, qualified and acting officers and members of the Board as indicated therein, that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; that public notice of the time, place and subject of said meeting was given as required by the Texas Government Code, §551.043, as amended, and §49.063 of the Texas Water Code, as amended, and that the undersigned are the duly chosen, qualified and acting officers of the current Board of Directors.

SIGNED AND SEALED this 7th day of September 2021.



Secretary, Board of Directors

Signature of Brent Hammond
President, Board of Directors

A RESOLUTION OF THE BOARD OF DIRECTORS OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4; AUTHORIZING AMENDMENT TO AN APPLICATION SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR APPROVAL OF PROJECT AND BONDS FOR WATER, WASTEWATER, DRAINAGE FACILITIES; PROVIDING FINDINGS OF FACT; PROVIDING FOR OPEN MEETING; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Directors (the “**Board**”) of Hays County Municipal Utility District No. 4 (the “**District**”), a political subdivision of the State of Texas, operating under Chapters 49 and 54, Texas Water Code, has met and organized, the District’s creation having been duly confirmed, and the District having been authorized to issue bonds at elections held for those purposes; and

WHEREAS, on May 18, 2021, the Board adopted a resolution (the “**Bond Application Resolution**”), authorizing the District’s application to the Texas Commission on Environmental Quality (“**TCEQ**”) “for an investigation and report upon the feasibility of the District’s purchase and construction of the water, wastewater, and drainage facilities described in the engineering report prepared by CMA Engineering, Inc. [the District’s Engineer], of Austin, Texas” and seeking TCEQ’s approval for the issuance of \$5,500,000.00 in unlimited tax bonds for the District; and

WHEREAS, the Bond Application Resolution is attached hereto as **Exhibit “A”** and fully incorporated for all purposes, and the Board directs that its findings and directives are valid and reasserted herein, except as otherwise specified below; and

WHEREAS, on June 30, 2021, the District filed its application (the “**Application**”) with the TCEQ for approval of the proposed engineering projects and the issuance of bonds; and

WHEREAS, on August 27, 2021, the TCEQ issued a draft order approving the Application; and

WHEREAS, subsequent to the District filing the Application, the Board and its consultants identified additional components of the subject project that the Board desires to add to the Application; and

WHEREAS, on August 31, 2021, the District’s Attorney notified the TCEQ that, on September 7, 2021, the Board would consider this resolution (the “**Amending Resolution**”), authorizing an amendment to the Application for an additional \$2,500,000.00 in the bond issuance, for a total of \$8,000,000.00 in unlimited tax bonds; and

WHEREAS, the Board understands and acknowledges that, by seeking amendment to the Application, the TCEQ will remove the Application from expedited review status; and

WHEREAS, the Board of Directors desires to secure the approval and consent of the TCEQ for the purchase and construction of the aforementioned water, wastewater, and drainage facilities, which are more completely described in the engineering report that will be submitted to the TCEQ in connection with this Amending Resolution and the Application, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4, THAT:

SECTION 1. Findings of Fact. The preceding recitals are the true and correct legislative findings of the Board and are fully incorporated herein for all purposes.

SECTION 2. The President and Secretary of the Board, as well as the District's consultants, are hereby authorized and directed as follows:

(a) To submit an amended application to the TCEQ for an investigation and report upon the feasibility of the District's purchase and construction of the water, wastewater, and drainage facilities described in the engineering report prepared by CMA Engineering, Inc., of Austin, Texas. In connection with this application, such project will consist generally of water, wastewater, and drainage facilities to provide service to lands within the District, and include authorization to reimburse the developer for interest accrued for a period of up to five years from completion date of construction contracts, including related professional fees and non-construction costs as deemed feasible by TCEQ; and the authorization to waive the 30% developer's contribution.

(b) To request that the TCEQ approve the bonds of the District in the principal amount of up to \$8,000,000.00, bearing interest at a net effective interest rate not to exceed five percent (5.0%) per annum, and maturing serially in accordance with the schedule provided in the aforesaid engineering report.

SECTION 3. District's Assurances. By the Application, amendment thereto, and this Amending Resolution, the District assures the TCEQ that it will abide by the terms and conditions prescribed upon the bond issuance, as ordered by the TCEQ.

SECTION 4. Engineer's Report. CMA Engineering, Inc., is authorized and directed to prepare an engineer's report in the form required by the TCEQ and to submit same to the TCEQ in support of amending the Application, together with a copy of the data, profiles, maps, plans and specifications prepared in connection with such report.

SECTION 5. The President and Secretary of the Board and the District's consultants are respectively authorized and directed to do any and all things necessary and proper in connection with amending the Application.

SECTION 6. Resolution Certification. A certified copy of this Amending Resolution constitutes an application and request on behalf of the District to the TCEQ pursuant to Section 49.181, Texas Water Code, for approval of the project described in the Application and amendments thereto.

SECTION 7. Open Meeting. The Board considered this Resolution during a duly noticed meeting that was open to the public, in compliance with Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SECTION 8. Effective Date. This Resolution is effective as of the date indicated immediately below.

[Endorsements follow.]

PASSED AND APPROVED this 7th day of September, 2021.

/s/ Brent Hammond
President, Board of Directors

ATTEST:

/s/ Dilipkumar B. Patel
Secretary, Board of Directors

(SEAL)

CERTIFICATE FOR ORDER OR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HAYS §

The undersigned officers of the Board of Directors of Hays County Municipal Utility District No 4 of Hays County, Texas (the "District") hereby certify as follows:

The Board of Directors of Hays County Municipal Utility District No. 4 convened in regular session on the 18th day of May 2021, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of the Board, to wit:

- Brent Hammond President
Craig McColloch Vice-President
Dilipkumar B. Patel Secretary
Brian Hardin Treasurer
Michelle Batte Assistant Secretary/Treasurer

and all of said persons were present, except for the following absentees: none, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

A RESOLUTION OF THE BOARD OF DIRECTORS OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4: AUTHORIZING APPLICATION TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR APPROVAL OF PROJECT AND BONDS FOR WATER, WASTEWATER, DRAINAGE FACILITIES; PROVIDING FINDINGS OF FACT; PROVIDING FOR OPEN MEETING; PROVIDING AN EFFECTIVE DATE

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order or Resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the Order or Resolution prevailed and carried by the following vote:

AYES: all present
NOES: none

That a true, full and correct copy of the aforesaid Order or Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; and that said Order or Resolution has been duly recorded in said Board's minutes of said meeting; that the persons named in the above and foregoing paragraph were duly chosen, qualified and acting officers and members of the Board as indicated therein, that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; that public notice of the time, place and subject of said meeting was given as required by the Texas Government Code, §551.043, as amended, and §49.063 of the Texas Water Code, as amended, and that the undersigned are the duly chosen, qualified and acting officers of the current Board of Directors.

SIGNED AND SEALED this 18th day of May 2021.

[Signature of Dilipkumar B. Patel]
Secretary, Board of Directors



[Signature of Brent Hammond]
President, Board of Directors

[SEAL]

**A RESOLUTION OF THE BOARD OF DIRECTORS OF HAYS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 4: AUTHORIZING APPLICATION TO THE TEXAS
COMMISSION ON ENVIRONMENTAL QUALITY FOR APPROVAL OF PROJECT
AND BONDS FOR WATER, WASTEWATER, DRAINAGE FACILITIES; PROVIDING
FINDINGS OF FACT; PROVIDING FOR OPEN MEETING; PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the Board of Directors (the "Board") of the Hays County Municipal Utility District No. 4, a body politic and corporate and governmental agency of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (the "District"), has met and organized, the creation of the District has been duly confirmed, and the District has been duly authorized to issue bonds at elections held for those purposes; and

WHEREAS, the Board desires to issue up to \$5,500,000.00 in bonds to finance the purchase and construction of water, wastewater, and drainage facilities and to reimburse the developer for advances to the District's operating account; and

WHEREAS, Section 49.181, Texas Water Code, requires the District, when it desires to issue bonds, to submit in writing to the Texas Commission on Environmental Quality ("TCEQ") an application for investigation of the proposed project and of the issuance of the bonds to finance such project, together with a copy of the engineer's report and data, profiles, maps, plans and specifications prepared in connection therewith; and

WHEREAS, the Board requests that the developer's 30% contribution be waived pursuant to Title 30, Texas Administrative Code, §293.47(a)(1) as the District anticipates a ratio of debt (including proposed debt) to certified assessed valuation of 10% or less.

WHEREAS, the District requests pursuant to Title 30, Texas Administrative Code, §293.50(b) for the developer to be reimbursed by the District for interest accrued for a period of more than two years after the completion date, as no interest reimbursement has occurred, and additional accrued interest up to five years from the completion date of construction contracts including related professional fees and non-construction costs as deemed feasible by the TCEQ.

WHEREAS, the Board of Directors desires to secure the approval and consent of the TCEQ for the purchase and construction of the aforementioned water, wastewater, and drainage facilities, which are more completely described in the engineering report submitted in connection with the application, and to the issuance of the bonds described in Section 1(2) of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4, THAT:

SECTION 1. Findings of Fact. The preceding recitals are the true and correct legislative findings of the Board and are fully incorporated herein for all purposes.

SECTION 2. The President and Secretary of the Board are hereby authorized and directed as follows:

- (1) To make application to the TCEQ for an investigation and report upon the feasibility of the District's purchase and construction of the water, wastewater, and drainage facilities described in the engineering report prepared by CMA Engineering, Inc., of Austin, Texas. In connection with this application, such project will consist generally of water, wastewater, and drainage facilities to provide service to lands within the District, and include authorization to reimburse the developer for interest accrued for a period of up to five years from completion date of construction contracts, including related professional fees and non-construction costs as deemed feasible by TCEQ; and the authorization to waive the 30% developer's contribution.
- (2) To request TCEQ to approve the bonds of the District in the principal amount of up to \$5,500,000.00 bearing interest at a net effective interest rate not to exceed five percent (5.0%) per annum, and maturing serially in accordance with the schedule provided in the aforesaid engineering report.

SECTION 3. District's Assurances. By this application, the District assures the TCEQ that it will abide by the terms and conditions prescribed by the TCEQ.

SECTION 4. Engineer's Report. CMA Engineering, Inc., is authorized and directed to prepare an engineer's report in the form required by the TCEQ and to submit same to the TCEQ in support of this application, together with a copy of the data, profiles, maps, plans and specifications prepared in connection with such report.

SECTION 5. The President and Secretary of the Board, the District's engineer, financial advisor, and the attorneys for the District are authorized and directed to do any and all things necessary and proper in connection with this application.

SECTION 6. Resolution Certification. A certified copy of this resolution shall constitute an application and request on behalf of the District to the TCEQ pursuant to Section 49.181, Texas Water Code, for approval of the project described in Section 1(1) and the bonds described in Section 1(2).

SECTION 7. Open Meeting. The Board considered this Resolution during a duly noticed meeting that was open to the public, in compliance with Chapter 551, Texas Government Code.

SECTION 8. Effective Date. This Resolution is effective as of the date indicated immediately below.

PASSED AND APPROVED this 18th day of May 2021.


/s/ Brent Hammond
President, Board of Directors

ATTEST:

/s/ Dilipkumar B. Patel
Secretary, Board of Directors



**HAYS COUNTY
MUNICIPAL UTILITY DISTRICT NO. 4
HAYS COUNTY, TEXAS
\$8,000,000 BOND APPLICATION
BOND ISSUE NO. 4**

SECTION 1 – GENERAL INFORMATION

(A) Laws, Elections, and Acreage:

- (i) Authority Creating District:** Hays County Municipal Utility District No. 4 was created by the Texas Commission on Environmental Quality by Order dated July 3, 2003.
- (ii) Governing Law:** The District has all the rights, powers, privileges, authority, functions, and duties provided by the general law of this state related to municipal utility districts.
- (iii) Confirmation Election:** The creation of the District was confirmed in an election held within the District on February 5, 2005, by a vote of 2 for and 0 against. A certified copy of the order calling the election with the proposition attached and the order canvassing the results of the election is enclosed as **Attachment “A”**.
- (iv) Acreage:** The District contained 193.926 acres at the time of creation. There have been no annexations or exclusions of land since creation of the District. The current District acreage remains at 193.926 acres.
- (v) Boundary Map:** A current reproducible boundary map is on file at the Texas Commission on Environmental Quality. A reduced copy is enclosed as **Attachment “B”**.

(B) Location:

Hays County Municipal Utility District No. 4 is located along the north side of U.S. Highway 290 and generally bound by Heritage Oaks Drive to the west and Oak Branch Drive to the east. The District lies within the extraterritorial jurisdiction of the City of Dripping Springs. A location map is enclosed as **Attachment “C”**.

SECTION 2 – PROPOSED BOND ISSUE

(A) Purpose:

This application for \$8,000,000 in bonds represents the District’s fourth bond issue. The proceeds from this bond issue will be used to reimburse the developer for the district’s share of water, wastewater, and drainage facilities construction and engineering for Phase 2 Section 1, Phase 2 Section 2, Phase 2 Section 2 Wastewater Alternate, Phase 3 Section 1, Phase II Wastewater Treatment Plant Expansion to 150,000 GPD, Phase II 25,000 GPD Subsurface Drip Irrigation System, Subsurface Drip Irrigation Controller Replacement, and Phase III Subsurface Drip Irrigation System. The bond issue also includes land acquisition and other fees associated with the bond issuance.

Land acquisition is included in this bond issue for the purchase of land necessary for the Phase II 25,000 GPD Subsurface Drip Irrigation System and Phase III Subsurface Drip Irrigation System.

- (B) Bond and Maintenance Tax Authorization:** A certified copy of the order calling bond election with the proposition attached and the order canvassing the results of the election is enclosed as **Attachment “D”**. Certified copies of the orders calling maintenance tax elections with the proposition attached and the orders canvassing the results of the elections are enclosed as **Attachment “E”**.

(i) Bond Authorization:

Date of Election	Purpose	Amount Approved	Amount Cancelled
February 5, 2005	Water, Wastewater, and Drainage	\$26,280,000	N/A

(ii) Maintenance Tax:

Date of Election	Purpose	Maximum Tax Approved (per each \$100 of AV)	Cancelled Prior Authorization
February 5, 2005	General Operating	\$0.50	N/A
May 12, 2007	General Operating	\$1.50	Yes

(C) Prior Bond Issues:

Type of Bonds - Water, Wastewater, and Drainage			
Total Amount Authorized: \$26,280,000			
Bond Issue No.	TCEQ Amount Approved	TCEQ Order Date Approved	Amount Sold
1	\$2,590,000	November 20, 2009	\$2,590,000
2	\$3,000,000	July 25, 2013	\$3,000,000
3	\$5,250,000	December 5, 2017	\$5,250,000
4 (proposed) ¹	N/A	N/A	N/A
Total Bonds Sold:			\$10,840,000
Remaining Authorized Bonds:			\$15,440,000

Notes:

- 1) Assuming sale of this \$8,000,000 bond issue, \$7,440,000 in authorized but un-issued bonds will be available to the District. The District's Engineer estimates that the remaining bonds will be sufficient to complete development within the District.

(D) Type:

Voters approved unlimited tax bonds. The District seeks approval of unlimited tax bonds.

(E) Interest Rate:

The District requests that an interest rate of 3.5% be approved in the issuance of these bonds. The interest rate will be used in the calculation of this report.

(F) Land Use Plan:

A Land Use plan is included as **Attachment "F"**.

(G) Recreational Facilities:

There are no recreational facilities included in this bond.

(H) Roads:

The District does not have the authority to fund roads.

SECTION 3 – FACILITIES PROPOSED FOR FUNDING**(A) Purchasing of Existing Facilities and/or Assumption of Existing Contracts:**

<u>Contract Description</u>	<u>Contractor</u>	<u>% Complete Contract (Date)</u>	<u>Final Contract Amount</u>	<u>Amt. Subject District Contribution⁽⁵⁾</u>
Bush Ranch Phase 2, Section 1	FTWOODS Construction	100% (6/30/2011)	\$658,636.18 ⁽¹⁾	\$612,265
Bush Ranch Phase 2, Section 2	Nelson Lewis, Inc.	100% (3/31/2015)	\$432,746.00 ⁽²⁾	\$364,557
Bush Ranch Phase 2, Section 2 Wastewater Alternate	DNT Construction, LLC	90% (5/1/2021)	\$184,022 ⁽³⁾	\$184,022
Bush Ranch Phase 3, Section 1	Smith Contracting	100% (2/2/2016)	\$102,105 ⁽⁴⁾	\$66,591
Phase II Wastewater Treatment Plant Expansion to 150,000 GPD	TTE, LLC	100% (12/15/2020)	\$919,100	\$919,100

Notes:

- 2) Original Contract amount was \$641,300.00. Change Order #1 increased the project amount by \$17,336.18. The purpose of this change order was to adjust for a change in quantities for line items, per engineer's and owner's request.
- 3) Original Contract amount was \$428,873.00. Change Order #1 decreased the project amount by \$5,000.00 to adjust for removing a 36" outfall structure from the line items. Change Order #2 increased the project amount by \$8,873.00 to adjust for a change in quantities for line items due to a change in the waterline alignment and routing the treated effluent line to prevent tree from being removed.
- 4) Original Contract amount was \$186,265.75. Change Order #1 decreased the project amount by \$2,243.68 to adjust for a change in quantities for erosion and sedimentation controls.
- 5) Original Contract amount was \$97,105.00. Change Order #1 increased the project amount by \$5,000 to adjust for additional costs associated with site preparation and additional construction entrance.
- 6) See Section 4 – Summary of Costs for an explanation of the amount subject to district contribution.

(B) Facilities to be Constructed:

<u>Contract Description</u>	<u>Engineer's Estimate of Probable Cost</u>	<u>Amt. Subject District Contribution</u>
Phase II 25,000 GPD Subsurface Drip Irrigation System	\$2,315,000.00	\$2,315,000.00
Subsurface Drip Irrigation Controller Replacement	\$85,000.00	\$85,000.00
Phase III Subsurface Drip Irrigation System	\$2,000,000.00	\$2,000,000.00

SECTION 4 – SUMMARY OF COSTS

Construction Costs	Total Amount	District's Share	
A. Developer Contribution Items			
1. Phase 2, Section 1			
a. General	\$ 66,565	\$ 35,206	
b. Water	\$ 49,441	\$ 41,185	
c. Wastewater	\$ 263,569	\$ 263,569	
d. Drainage	\$ 259,585	\$ 259,585	
e. Clearing and Grubbing	\$ 19,476	\$ 12,720	
Subtotal	\$ 658,636	\$ 19,192	(1)
2. Phase 2, Section 2			
a. General	\$ 95,730	\$ 42,610	
b. Water	\$ 97,473	\$ 97,473	
c. Wastewater	\$ 47,505	\$ 47,505	
d. Drainage	\$ 151,803	\$ 151,803	
e. Treated Effluent	\$ 21,035	\$ 21,035	
f. Clearing and Grubbing	\$ 19,200	\$ 4,131	
Subtotal	\$ 432,746	\$ 364,557	(2)
3. Phase 2, Section 2 Wastewater Alternate			
a. General	\$ 33,138	\$ 33,138	
b. Water	\$ -	\$ -	
c. Wastewater	\$ 125,221	\$ 125,221	
d. Drainage	\$ -	\$ -	
e. Clearing and Grubbing	\$ 25,663	\$ 25,663	
Subtotal	\$ 184,022	\$ 184,022	(3)
4. Phase 3, Section 1			
a. General	\$ 35,733	\$ 11,716	
b. Water	\$ 22,640	\$ 22,640	
c. Wastewater	\$ 18,177	\$ 18,177	
d. Drainage	\$ -	\$ -	
e. Treated Effluent	\$ 11,845	\$ 11,845	
f. Clearing and Grubbing	\$ 13,710	\$ 2,213	
Subtotal	\$ 102,105	\$ 66,591	(4)
5. Phase II Wastewater Treatment Plant Expansion to 150,000 GPD			
a. General	\$ 115,100	\$ 115,100	
b. Water	\$ -	\$ -	
c. Wastewater	\$ 804,000	\$ 804,000	
d. Drainage	\$ -	\$ -	
e. Clearing and Grubbing	\$ -	\$ -	
Subtotal	\$ 919,100	\$ 711,212	(5)
8. Subsurface Drip Irrigation Controller Replacement (FUTURE)			
a. General	\$ -	\$ -	
b. Water	\$ -	\$ -	
c. Wastewater	\$ -	\$ -	
d. Drainage	\$ -	\$ -	
e. Treated Effluent	\$ 85,000	\$ 85,000	
f. Clearing and Grubbing	\$ -	\$ -	
Subtotal	\$ 85,000	\$ 85,000	(6)
9. Engineering			
Phase 2, Section 2 Wastewater			
b. Alternate	\$ 43,951.68	\$ 43,952	(7)
c. Phase 3 Section 1	\$ 79,311	\$ 29,542	(7)

Phase II Wastewater Treatment Plant and Subsurface Drip Irrigation System			
d. Expansion	\$	267,991	\$ 267,991 (7)
Subtotal	\$	391,254	\$ 341,485
Total Developer Contribution Items	\$	2,772,864	\$ 1,772,059

B. District Items

1. Phase II 25,000 GPD Subsurface Drip Irrigation System (FUTURE)			
a. General	\$	-	\$ -
b. Water	\$	-	\$ -
c. Wastewater	\$	-	\$ -
d. Drainage	\$	-	\$ -
e. Treated Effluent	\$	2,315,000	\$ 2,315,000
f. Clearing and Grubbing	\$	-	\$ -
Subtotal	\$	2,315,000	\$ 2,315,000 (8)
Land Acquisition for Phase II Subsurface			
2. Drip Irrigation System	\$	253,087	\$ 253,087 (9)
3. Phase III Subsurface Drip Irrigation System (FUTURE)			
a. General	\$	-	\$ -
b. Water	\$	-	\$ -
c. Wastewater	\$	-	\$ -
d. Drainage	\$	-	\$ -
e. Treated Effluent	\$	2,000,000	\$ 2,000,000
f. Clearing and Grubbing	\$	-	\$ -
Subtotal	\$	2,000,000	\$ 2,000,000 (8)
Land Acquisition for Phase III Subsurface			
4. Drip Irrigation System	\$	129,571	\$ 129,571 (9)
Total District Contribution Items	\$	4,697,658	\$ 4,697,658

TOTAL CONSTRUCTION COSTS (81% of BIR) \$ 7,470,522 \$ 6,469,717

Nonconstruction Costs

A. Legal Fees (2.0%)			\$ 160,000 (10)
B. Fiscal Agent Fees (2.0%)			\$ 160,000 (11)
C. Interest Costs			
1. Capitalized Interest (2 years @ 3.5%)		\$	560,000
2. Developer Interest		\$	272,156 (12)
D. Bond Discount (3.0%)		\$	240,000
E. Bond Issuance Expenses		\$	50,127 (13)
F. TCEQ Bond Issuance Fee (0.25%)		\$	20,000
G. Attorney General's Fee (0.10%)		\$	8,000
H. Bond Application Report		\$	60,000
TOTAL NON CONSTRUCTION COSTS (19% of BIR)	\$	1,530,283	
TOTAL BOND ISSUE REQUIREMENT (BIR)	\$	8,000,000	

Notes:

(1) Hays County MUD No. 4 share is \$612,265. Of this \$593,073 was included in BAR 3, and \$19,192 is included in this Bond Issue.

- (2) Hays County MUD No. 4 share is \$364,557 as shown in the Itemized Cost Breakdown for Phase 2 Section 2 included in **Attachment "G"**.
- (3) Hays County MUD No. 4 share is \$184,022 as shown in the Itemized Cost Breakdown for Phase 2, Section 2 Wastewater Alternate included in **Attachment "G"**.
- (4) Hays County MUD No. 4 share is \$66,591 as shown in the Itemized Cost Breakdown for Phase 3, Section 1 included in **Attachment "G"**.
- (5) Hays County MUD No. 4 share is \$919,100 as shown in the Itemized Cost Breakdown for Phase II Wastewater Treatment Plant Expansion to 150,000 GPD included in **Attachment "G"**. \$207,888.00 was paid with Surplus Funds; the remaining \$711,212.00 will be reimbursed with this BAR.
- (6) Hays County MUD No. 4 HAS authorized construction for Subsurface Drip Irrigation Controller Replacement not to exceed \$85,000.
- (7) Included as **Attachment "H"** is a Breakdown of Engineering Fees.
- (8) Hays County MUD No. 4 share for Phase II 25,000 GPD Subsurface Drip Irrigation System and Phase III Subsurface Drip Irrigation System is based on Engineer's Best Estimate of Probable Cost.
- (9) Included as Attachment "DD" are the closing statement (Attachment DD-1), earnest money contract (Attachment DD-2), and survey of the original purchase of Bush Ranch by the developer (Attachment DD-3). The original agreement stated that the land would be purchased for \$15,000 per acre from The C.F. Bush, Jr. Family Limited Partnership (original owner) by DH Investment Company (Developer). As seen in the Attachment DD-3 the entire tract of land has an area of 193.926 acres, therefore the contract sales price for 193.926 acres at \$15,000 per acre is \$2,908,890.00 as shown in Attachment DD-1. Using the original purchase price of \$15,000 per acre and adding interest from February 21, 2001 to the estimated bond sale of December 1, 2021, the land acquisition costs are \$253,087.17 for the 9.773 acres required for Phase II Subsurface Drip Irrigation System and \$129,571.23 for the 5.0 acres required for Phase III Subsurface Drip Irrigation System. The land acquisition for Phase II Subsurface Drip Irrigation System is for the area shown in the plat of the tract, Attachment DD-4. The land acquisition for Phase III Subsurface Drip Irrigation System is for the area shown in Attachment DD-5.
- (10) Included as **Attachment "I"** is a Breakdown of Legal Fees.
- (11) Included as **Attachment "J"** is a Breakdown of Fiscal Agent Fees.
- (12) Included as **Attachment "K"** is a Tabular Breakdown of Developer Interest.
- (13) Included as **Attachment "L"** is a Breakdown of Bond Issuance Expenses.

SECTION 5 – DEVELOPMENT STATUS AND LAND USE**(A) Land Use Table:**

The following information represents development as of April 30, 2021.

LAND USES	ACREAGE	EQUIV. CONN.	
		ACTIVE	PROJECTED
Developable Acreage:			
Developed from prior bond issues: (See Table B below)	71.39	244	293
To be developed from the current bonds (See Table C below)	37.24	90	107
Currently developed with facilities to be funded in future bonds (See Table D below)	0	0	0
Remaining developable acreage ⁽²⁾ :	26.86	15	77
Subtotal Developable Acreage:	135.49	349	516
Undevelopable Acreage:			
Streets:	10.92	0	0
Drainage Easements: ⁽¹⁾	NA	0	0
Permanent Flood Plain: ⁽¹⁾	NA	0	0
Parks, Recreational, and Open Spaces (Includes Flood Plain and Drainage Easements):	10.53	0	0
Other:			
Wastewater Treatment Plant and Effluent Irrigation Areas (Existing and Future)	36.99	0	0
Subtotal Undevelopable Acreage:	58.44	0	0
TOTALS	193.93	349	516

(1) Floodplains and drainage easements are included in the Open Space category.

(2) The developments included are part of sections that will not be included in any Bond Application Report and are included to depict the full buildout of the District.

(B) Development From Prior Bonds -

SECTION	TYPE OF DEVELOPMENT	NO.OF LOTS	ACREAGE	EQUIVALENT CONNECTIONS	
				ACTIVE	AT FULL DEVELOPMENT
Phase 1, Section 1	Residential	97	20.84	97	97
	Commercial	5	10.1	1	50
	Amenity Center	1	0.75	1	1
Phase 1, Section 2	Residential	66	15.31	66	66
Phase 1, Section 3	Residential	71	19.5	71	71
Phase 2, Section 1	Restaurant	1	4.89	0	8
	TOTALS	241	71.39	236	293

(C) Development From the Proposed Bonds:

SECTION	TYPE OF DEVELOPMENT	NO.OF LOTS	ACREAGE	EQUIVALENT CONNECTIONS	
				ACTIVE	AT FULL DEVELOPMENT
Phase 2, Section 2	Apartments	1	16.72	35	48
	Commercial	1	3.06	0	3
Phase 3, Section 1	Assisted Living Facility	1	15.68	55	55
	Commercial	1	1.78	0	1
	TOTALS	4	37.24	90	107

(D) Development from Future Bonds

At this time there is no planned future development to be included in future bonds.

(E) Historical Build-Out:

YEAR	TYPE OF DEVELOPMENT	NUMBER OF UNITS	ACREAGE/RESERVES	SQUARE FOOTAGE	ACTIVE EQUIV. CONN.	ULTIMATE EQUIV. CONN.
2021	Single Family	234	0	0	234	234
	Commercial	7	0	0	16	69
	Restaurant	1	0	0	0	8
	Other(Amenity Center)	1	0	0	1	1
	Assisted Living Facility	184	0	0	55	55
	Apartments	292	0	0	35	48
	Totals	719	0	0	342	415
2020	Single Family	234	0	0	234	234
	Commercial	6	0	0	1	54
	Restaurant	1	0	0	0	8
	Other(Amenity Center)	1	0	0	1	1
	Assisted Living Facility	184	0	0	55	55
	Apartments	292	0	0	30	48
	Totals	718				400
2019	Single Family	234	0	0	234	234
	Commercial	6	0	0	1	51
	Restaurant	1	0	0	0	8
	Other(Amenity Center)	1	0	0	1	1
	Assisted Living Facility	184	0	0	55	55
	Totals	426	0	0	291	349

(F) Floodplain and Stormwater Drainage Information:

Provided as **Attachment "N"** is the District's Floodplain Map.

- (i) **What is being done (if anything) to remove the areas of the District currently in the official floodplain?**

There are currently no residential lots or other developed area located in the FEMA Floodplain.

- (ii) **Are any of the improvements proposed for purchase or construction funding through the proceeds of this bond issue currently in the official floodplain? ___ Yes X No**

(iii) Are areas currently in the official floodplain used in the build-out projections used to support this bond issue? ___ Yes X No

(iv) Who is charged with maintaining minimum floor slab elevations in the District area?

Hays County Environmental Health Department.

(v) Are any sites or easements to be funded in the bond issue currently in the floodplain? ___ Yes X No

SECTION 6 – SOURCE OF WATER SUPPLY AND SEWAGE TREATMENT FACILITIES

(A) Water Supply:

- (i) **Water Supply Source:** The District receives retail water service from the West Travis County Public Utility Agency (WTCPUA). The District originally executed an agreement with Lower Colorado River Authority (LCRA) and 290 East Bush, Inc. on October 19th, 2006. The agreement was assigned to WTCPUA from LCRA on March 19th, 2012. According to the agreement and assignment, WTCPUA is obligated to provide retail water service to the entire District. A copy of the agreement and assignment are enclosed as **Attachment “O”**.
- (ii) **Water Supply Facilities Inventory:** WTCPUA is the retail water supplier and is obligated to provide retail water services in an amount necessary to serve the District.
- (iii) **Interconnects:** The District currently does not have any interconnects.
- (iv) There are currently no other contracts for lease capacity to our knowledge.
- (v) No special considerations or circumstances exist.
- (vi) **WTCPUA is committed to serve all of the projected ESFC’s within the District.**

(B) Wastewater Treatment:

- (i) **Wastewater Treatment Facilities:** The District’s Texas Land Application Permit (TLAP) for treatment and disposal currently has three permit phases as follows:
 - Interim I Permit Phase - 75,000 GPD
 - Interim II Permit Phase - 100,000 GPD
 - Final Permit Phase - 150,000 GPD

The Permit is included as **Attachment “P”**.

The following facilities are constructed or approved for construction:

- 150,000 GPD wastewater treatment plant (two 75,000 GPD trains with sludge dewatering box) is constructed.
- 75,000 GPD subsurface drip irrigation system is constructed.
- Chapter 210 reuse pump station and irrigation system within the ROW of the commercial/public roadways and three other reuse customers (CMA Engineering, Trepex, and Anthem Apartments) are constructed.

- The District has construction plans and specifications approved for construction by the TCEQ for the proposed 25,000 GPD subsurface drip irrigation system expansion that is part of this BAR. After construction of the expansion, the District will be in its Interim II Permit Phase. It is expected that the expansion will take place within the next two to three years and will be funded through a bond issuance included in this BAR.
- (ii) The District proposes to use 200 GPD per ESFC to calculate wastewater treatment plant capacity. The TCEQ approval letter for this re-rating can be found as **Attachment “AA”**.
- (iii) The District does not currently, or plan, to have any agreements for shared wastewater facilities.
- (iv) No special conditions or circumstances exist, except that the District will be able to serve estimated buildout utilizing 30 TAC, Chapter 309, Subchapter D: Beneficial Reuse Credit.
- (v) With the construction of the 25,000 GPD subsurface drip irrigation system, the District’s wastewater capacity will be capable of serving 500 ESFCs, which is sufficient to serve the 400 ESFCs necessary to support the feasibility of this proposed bond issue.

(C) Storm-Water Drainage Facilities:

- (i) **Natural Drainage Patterns:** The majority of all runoff exits the District into two natural unnamed drainage ways. These drainage ways flow into Long Branch which in turn flows into Barton Creek.
- (ii) **Drainage Systems:** All sections consist of curb and gutter drainage leading to a storm sewer system that discharges into natural drainage ways, water quality ponds, or storm water detention ponds.
- (iii) **Specific Drainage Facilities Funded in this Bond:** The facilities to be funded include the storm sewer collection facilities for Phase 2 Section 1 and 2, Phase 2 Section 2, and Phase 3 Section 1.
- (iv) **Local, State or Federal requirements for stormwater quality facilities:** Three storm water quality ponds as part of Phase 1 Sections 1 & 2 and Phase 2 Section 1 were funded with previous BARs. TCEQ’s requirements were followed when designing the storm water quality pond systems.

SECTION 7 – BASIS OF DESIGN**(A) Conformity with Regulatory Requirements:**

- (i) Texas Commission on Environmental Quality: Yes No N/A
- (ii) City of Dripping Springs: Yes No N/A
- (iii) County of Hays: Yes No N/A
- (iv) Flood Control District: Yes No N/A
- (v) Commission Permit Required by V.T.C.A.,
Water Code Section 16.236: Yes No N/A
- (vi) Others: None

(B) Oversizing:

Is the District constructing any facility with capacity in excess of that reasonably anticipated for future in-district uses? Yes No

SECTION 8 – FINANCIAL INFORMATION**(A) Growth/No Growth:**

The economic feasibility of this bond issue is based on no growth. The highest projected taxable value shown in the cash flow schedule is \$172,886,398.

(B) Latest Estimated Assessed Valuation: \$172,886,398 as of September 28, 2021.
A copy of the certificate showing such valuation from the Chief Appraiser of the Hays County Appraisal District is provided as **Attachment “R”**.

(C) Historical Tax Data:

The following information is as of May 11, 2020.

YEAR	ASSESSED VALUATION	DEBT SERVICE TAX RATE	MAIN-TENANCE TAX RATE	AMOUNT COLLECTED	TOTAL % COLLECTED
2013	\$49,650,000	\$0.5700	\$0.2800	\$422,025	100%
2014	\$69,906,063	\$0.5000	\$0.3500	\$594,224	100%
2015	\$79,282,888	\$0.4226	\$0.4274	\$675,462	100%
2016	\$87,522,441	\$0.4708	\$0.3792	\$743,855	100%
2017	\$105,420,636	\$0.3826	\$0.4644	\$877,826	100%
2018	\$110,058,201	\$0.5500	\$0.3000	\$934,136	99.85%
2019	\$112,651,287	\$0.5500	\$0.3000	\$949,978	99.21%
2020	\$154,802,275	\$0.4930	\$0.3570	\$1,315,819	98.35%

(D) Cash and Investment Balances:**CASH AND INVESTMENT BALANCES**

As of August 31, 2021

General Operating	<u>\$406,257</u>
Debt Service Fund	<u>\$266,998</u>
Capital Projects Fund	<u>\$35,858</u>
Total	<u>\$709,113</u>

(E) Outstanding Indebtness:**(i) Bond Issues:**

Category	Outstanding Debt	Proposed Debt	Combined Debt	Debt Ratio based on Current Certified or Estimated Value
Water, Wastewater and Drainage	\$ 8,000,000	\$ 8,000,000	\$ 16,000,000	9.25%
Roads	\$ 0	\$ 0	\$ 0	0.00%
Firefighting	\$ 0	\$ 0	\$ 0	0.00%
Recreational	\$ 0	\$ 0	\$ 0	0.00%
Total	\$ 8,000,000	\$ 8,000,000	\$ 16,000,000	9.25%

Notes:

(1) Ratio based on Estimated Assessed Value of \$172,886,398

(ii) **Bond-Anticipation Notes:** None.

(iii) **Were the provisions of Commission Rule 293.54 followed in the issuance of all Bond-Anticipated Notes?** ___ Yes ___ No X NA.

(iv) **Tax-Anticipation Notes:** None.

(v) **Other Obligations:** None.

(F) Financial Feasibility:

(i) **Build-Out Projections: Is the feasibility of this bond issue based on growth?** ___ Yes X No.

(ii) **Debt Service Schedule:** A projected debt service schedule is provided as Attachment "S".

(iii) (a) **Revenue Projections: Does the District intend to use net revenues for debt service payments?** _____ Yes X No.

(b) **Does the District intend to use revenues received from a municipality through either a consent agreement or strategic partnership agreement for debt service payments?** ___ Yes X No.

- (iv) **Operating Budget:** The proposed projects will increase operating costs. However, additional maintenance tax revenue and District sewer rates from growth in the District are expected to offset the increased costs. A copy of the approved 2020/2021 operating budget is provided as **Attachment “M”**.
- (v) **Projected Cash Flow Analysis for Proposed and Existing Debt of District** Not provided. This Bond Application Report is based on No-Growth
- (vi) **No-Growth Cash Flow Analysis For Proposed and Existing Debt of District:** A projection of cash flow over the life of the proposed bond issue assuming the latest certified estimated assessed valuation remain fixed is provided as **Attachment “T”**.
- (vii) **Cash-Flow Analysis for All Overlapping Taxing Entities Specifically Attributable to Water, Wastewater, Drainage, Firefighting, Recreation or Roads:** There are no overlapping entities.
- (viii) **Combined Tax Rate:** The maximum debt service tax rate shown on the cash- flow analysis is \$0.625. The maintenance tax rate is \$0.357 for a total of \$0.982. There are no overlapping tax rates for water, wastewater, and drainage facilities. The proposed 2020/2021 budget does not include a developer advance.
- (ix) **Total Taxable Value of Area to be Taxed:** \$172,886,398 as of January 1, 2021
- (x) **Waiver of Special Appraisal:** Attachment “U” is the Agreement Executed between District and developer and any other Landowner receiving bond proceeds which permanently waives the right to claim agricultural, open-space, timberland or inventory valuation for any land, homes, or buildings with respect to taxation by the District as required by Commission Rule 293.59 (k) (8).
- (x) **Overlapping Tax Rates:**

<u>TAXING JURISDICTIONS</u>	<u>TAX YEAR</u>	<u>CURRENT TAX RATE PER \$100 VALUATION</u>	<u>PROJECTED TAX RATE PER \$100 VALUATION</u>
Hays County MUD 4	2020	\$0.9820	\$0.9820
Hays County	2020	\$0.3924	\$0.3924
Dripping Springs ISD	2020	\$1.3332	\$1.3332
North Hays County ESD #1	2020	\$0.0300	\$0.0300
Hays County ESD #6	2020	\$0.0865	\$ 0.0865
Special Road District	2020	<u>\$0.0288</u>	<u>\$0.0288</u>
		\$2.8529	\$ 2.8529

(G) Development Status:

Does the district have a developer as defined by V.T.C.A. Water Code Section 49.052(d)? X Yes ___ No.

(i) Status of Construction:

(a) Does the District meet the conditions of Commission Rule 293.59(k)(6) regarding completion of facilities prior to Commission approval necessary to serve the projected development?

X Yes ___ No.

1. Compliance with 293.59(k)(6)(A): X Yes ___ No ___ Exempt

2. Compliance with 293.59(k)(6)(B): X Yes ___ No ___ Exempt

3. Compliance with 293.59(k)(6)(C): X Yes ___ No ___ Exempt

4. Compliance with 293.59(k)(6)(D): X Yes ___ No ___ Exempt

5. Compliance with 293.59(k)(6)(E): X Yes ___ No ___ Exempt

(ii) Status of Growth Projected in Previous Bond Issue, if Applicable:

Not Applicable, the district is exempt under Commission Rule 293.59(k)(11)(c) in that the combined no-growth tax rate does not exceed \$1.20 for water, wastewater, and drainage facilities.

(H) Market Information:

A market study is not provided for the reason listed below:

No growth is projected in determining the feasibility of this bond issue.

SECTION 9 – SHARED FACILITIES

(A) Inventory:

There are no shared facilities to be included in this bond application.

(B) Calculated Pro rata Shares:

None.

(C) Cost Sharing Arrangements Requested for Commission Approval:

None.

(D) Oversizing Required by a Local Government or Other Regulatory Agency:

None.

SECTION 10 – PLANS, SPECIFICATIONS, OTHER CONSTRUCTION DOCUMENTS**(A) Plans:****(i) Construction Plans:**

Copies of the plans are provided separately.

(ii) Plat:

Copies of the plats are provided separately.

(B) Contract Documents:

Contract documents are provided separately.

(C) Construction Documents:

Construction documents are provided separately.

(D) Check List:

A Construction Contract Check List has been filled out and included with the Construction Documents.

SECTION 11 – SPECIAL CONSIDERATIONS**(A) Developer Projects:**

Are any of the projects in the proposed bond issue developer projects as defined in Commission Rule 30 TAC Section 293.44(a)(1) X Yes ___ No

(i) Clearing and Grubbing: Clearing and Grubbing was a separate bid item and can be seen in **Attachment “G”** Itemized Cost Breakdown.

(ii) Spreading and Compaction of Fill:

Phase 2 Section 1 - Spreading and Compaction of Fill were included as a separate bid items and can be seen in **Attachment “G”** Itemized Cost Breakdown.

Phase 2 Section 2 - Spreading and Compaction of Fill were included as a separate bid items and can be seen in **Attachment “G”** Itemized Cost Breakdown.

Phase 2 Section 2 Wastewater Alternate- Spreading and Compaction of Fill were included as a separate bid items and can be seen in **Attachment “G”** Itemized Cost Breakdown.

Phase 3 Section 1 - Spreading and Compaction of Fill were included as a separate bid items and can be seen in **Attachment “G”** Itemized Cost Breakdown.

(iii) Change in Development Plan: Do any of the projects in the proposed bond issue include the replacement or relocation of existing or designed facilities? ___ Yes X No. There were no replacements or relocations due to a change in the development plan.

(iv) Railroad, Pipeline or Underground Utility Relocations: None.

(v) Joint Use Engineering Studies: No funding is requested for joint use engineering studies.

(vi) Bridges and Culverts: There are no culvert crossings included for reimbursement in this bond issue

(vii) Proration of Dual Lake-Detention Pond: Does the project include funds for the purchase or construction of detention pond facilities which will hold water continuously for aesthetic or recreational purposes? ___Yes X No

(viii) Floodplain Mitigation: Does the project include funds for costs associated with the mitigation of floodplain areas? ___Yes X No

(B) All Projects:

- (i) **Appraisals:** No facilities are being purchased on the basis of an appraisal.
- (ii) **Contract Review Bonds:** Are the proposed bonds contract revenue bonds? Yes No.
- (iii) **Impact Fees and/or Capital Recovery Fees:** Does the proposed bond issue include funding for fees calculated and collected under the provisions of V.T.C.A., Local Government Code Chapter 395 (Senate Bill 336, 1987 Regular Session)? Yes No.

SECTION 12 – MISCELLANEOUS CONSIDERATIONS**(A) Preconstruction Documents:**

Copies of the agreements are contained in **Attachment “W”**.

(B) Bid Advertisement:

Were the competitive bidding statutes complied with in each of the construction contracts executed? X Yes ___ No

Evidence that required solicitation of written bids are included in the attached Contract Documents.

(C) Developer’s 30% Contribution Exemption Request:

The District has a ratio of debt (including proposed debt) to certified assessed valuation of less than 10%.

(D) Letters of Credit, Deferment of Bond Proceeds, Other Acceptable Financial Guarantees:

No letters of credit are required. The bond issue is no growth.

(E) Developer Interest Reimbursement:

A tabular breakdown of the developer interest is provided as **Attachment “K”**. The District is requesting approval to reimburse the developer for more than two years of interest. Enclosed as **Attachment “X”** is the Board order.

(F) Land and Easement Acquisition:

(i) Storm Water Detention Facilities: Does the District intend to purchase easements or sites for storm water detention facilities?
___ Yes X No

(ii) Easements Outside the district’s Boundaries: Does the District intend to purchase easements outside the District’s boundaries?
___ Yes X No

(iii) Downstream Drainage Channels: Does the district intend to purchase easements to improve drainage channels downstream of the District that pass through other districts? ___ Yes X No

(iv) Recreational Facility Sites: Does the District intend to purchase sites for recreational facilities? ___ Yes X No

(G) District Participation in regional Drainage Systems:

Does the proposed bond issue include funds to be paid to a regional drainage authority for capacity in a regional storm water detention system?

 Yes X No

SECTION 13 – MISCELLANEOUS INFORMATION**(A) Contracts with Professional Consultants:**

Executed copies of all contracts with professional consultants, whose fees are included in this bond issue, are included as **Attachment “Y”**.

(B) Compliance with Commission Rule Section 293.111(a)(6):

A certificate of compliance regarding wastewater connections is provided as **Attachment “Z”**.

(C) Key Personnel:

- | | |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i) President,
Board of Directors | Brent Hammond
14050 Summit Drive, suite 113
Austin, Texas 78728
Phone: 512.246.0498
Fax: 512.716.0024 |
| (ii) Attorneys | Zachariah Evans
McGinnis, Lochridge
600 Congress Avenue
Suite 2100
Austin, Texas 78701
Phone: 512.495.6008
Fax: 512.495.6093 |
| (iii) Fiscal Agent | Christina M. Lane
SAMCO Capital Markets
6907 Capital of Texas Highway
Suite 230
Austin, Texas 78731
Phone: 512.343.0268
Fax: 512.343.0514 |
| (iv) Operator | Jesse L. Kennis II
Inframark
151 Trinity Hills Drive
Austin, Texas 78737
Phone: 512.246.0498
Fax: 512.716.0024 |
| (v) General Manager | Kristi Hester
Inframark
Listed above |

- (vi) **Tax Assessor-Collector** Jenifer O’Kane, PCC
Hays County Tax Collector
102 North LBJ Drive
San Marcos, Texas 78666
Phone: 512.393.5545
Fax: 512.393.5517
- (vii) **Chief Appraiser,
Hays County** Laura Raven
Hays County Appraisal District
21001 North IH-35
Kyle, Texas 78640
Phone: 512.268.2522
Fax: 512.268.2715
- (viii) **Principal Developer** Mike Schoenfeld Sr.
283 Clear Pond Cove
Austin, Texas 78737
Phone: 512.422.9243
- (ix) **Engineer** Felix J. Manka, P.E.
CMA Engineering, Inc.
235 Ledge Stone Dr.
Austin, Texas 78737
Phone: 512.432.1000
Fax: 512.432.1015
- (x) **Bookkeeper** Megan Jones
Inframark
Listed Above

(D) Reporting Requirements:

Has the District submitted a current Director’s Registration Form?

X Yes No

Has the District submitted a current District Information Form as required by V.T.C.A. Water Code Section 49.455? X Yes No

Has the District submitted a current Audit Report or Financial Dormancy Affidavit? X Yes No

(F) Name Signs:

Has the District posted two name signs, at two or more principal entrances to the District? X Yes No The District has posted a name sign at the entrance at Ledgestone Drive along with another sign at the ranch road entrance near the western boundary.

(G) **Other Information:**

Provide any other information necessary to adequately describe or support the project: The foregoing information should adequately support the project. Additional information will be submitted on request.

**AGREEMENT CONCERNING CREATION AND OPERATION OF
HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4
AND LANDS WITHIN THE DISTRICT**

THIS AGREEMENT ("Agreement") made and entered into by and between the City of Dripping Springs, Texas, (the "City"), a general law city situated in Hays County, Texas, acting herein by and through its undersigned duly authorized Mayor, as authorized by specific action of its City Council; Hays County Municipal Utility District No. 4, a municipal utility district created on the 3rd day of July, 2003 by order of the Texas Natural Resource Conservation Commission or successor agency and operating pursuant to Chapter 54 of the Texas Water Code; and 194 Bush, Ltd., a Texas limited partnership, its successors and assigns the ("Partnership").

RECITALS

WHEREAS, the Partnership is the holder of legal title to all of the land comprising the District, which consists of approximately 194 acres situated wholly in Hays County, Texas, and within the extraterritorial jurisdiction of the City, which land is more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the Property is included within the boundaries of the Hays County Municipal Utility District No. 4 (the "District") created on the 3rd day of July, 2003 by order of the Texas Natural Resource Conservation Commission or successor agency ("TNRCC"); and

WHEREAS, pursuant to Section 42.042 of the Texas Local Government Code, as amended, and Section 54.016, Texas Water Code, as amended, the City has consented, subject to certain terms and conditions of this Agreement, to the creation of the District by Resolution adopted on July 23rd, 2002, in an open and duly posted public meeting of the City (the "Resolution"); and

WHEREAS the City and the Partnership wish to enter into certain agreements regarding the proposed development within the District (the "Project"), in order to provide for orderly development of the Project, which may include mixed-use development, including but not limited to, single-family residential homes, commercial and light industrial development and schools; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES CONTRACT, COVENANT AND AGREE AS FOLLOWS:

ARTICLE I

AGREEMENTS REGARDING DISTRICT CREATION

Section 1. The Partnership and the District will construct all facilities and infrastructure to serve the land within the District in accordance with plans and specifications that have been approved by the City, pursuant to City ordinance, as amended from time to time including those pertaining to utility design, construction and installation requirements. The City shall have the right to inspect, at reasonable times, all facilities being constructed by the Partnership or the District. The City agrees to review all plans and specifications provided by the Partnership or the District in a timely manner and pursuant to the procedures set forth in City ordinances and guidelines; not to unreasonably withhold its approval of such plans and specifications; and to conduct its inspections of ongoing construction in a manner that minimizes interference with such construction.

Section 2. Pursuant to Section 54.016, the parties agree that the purposes for which the District's bonds, or other lawful obligations to be issued by the District, may be issued are limited to the purposes of purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances, and associated professional and licensing or permitting fees, necessary:

(a) To provide a water supply for municipal uses, domestic uses and commercial purposes; and

(b) To collect, transport, process, dispose of and control all domestic, commercial, industrial or communal wastes, whether fluid, solid or composite state; and

(c) To gather, conduct, divert and control local storm water or other local harmful excesses of water in the District, related water quality facilities, and/or the payment of organization expenses, operation expenses during construction and interest during construction; and

(d) To provide parks and other recreational facilities as may be consistent with City ordinances and authorized pursuant to Chapters 49 and 54 of the Texas Water Code; and

(e) To provide any other facilities, amenities and/or improvements that benefit the Property within the District, that are consistent with City ordinances, and that qualify for developer reimbursement pursuant to rules promulgated by TNRCC.

Section 3. The District shall, within five (5) days of submittal, provide any bond package that it submits to the TNRCC (or successor agency) to the City for review, comments, and recommendations. The District further agrees to incorporate the City's recommendations into the District's final bond sales packages, so long as the recommendations, in the sole reasonable judgment of the District, do not render the bonds and notes unmarketable or considers such recommendations to not be materially detrimental to the District. The City's recommendations may be based upon, but will not be limited to, the following considerations: (1) overlapping tax rates, (2) the number of homes occupied, (3) taxpayer concentrations and

debt to assessed value ratios within the District, (4) TNRCC rules regarding obtaining a market study, and (5) overall compliance with TNRCC rules. Further, to the extent the following conditions are in compliance with TNRCC's (or successor agency) rules, and so long as the Board of Directors of the District approves conditions (a)-(e) below, for any individual bond issuance the parties agree that the District Bonds:

- (a) Will have a maximum maturity of 25 years;
- (b) Will not have interest rates that exceed 2% above the weekly tax exempt Bond Buyer Index for 25 year revenue bonds;
- (c) Will not be issued if the District's debt to certified taxable assessed valuation as determined by the records of the Hays County Appraisal District will exceed 25 percent upon issuance;
- (d) Will have amortization that results in level debt service payments over the life of the issue, except for an initial period, of up to 5 years of interest only payments; and
- (e) So long as it does not increase the District's interest rate on the proposed bonds, will contain the City's recommended call redemption features.

Section 4. The parties acknowledge that the Partnership may obtain Certificates of Convenience and Necessity ("CCN") from the TNRCC to provide water and/or sewer services throughout the boundaries of the District and will abandon or transfer those CCN(s) to the District upon its creation and subsequent TNRCC approval of any transfer. Should persons or entities other than the Partnership or the District apply for a water or a sewer CCN for areas within the District then, except for CCNs sought to provide the utility service contemplated in Section 10 below, the Partnership and the District shall oppose those CCN applications.

Section 5. One of the purposes of this Agreement is to authorize the District and the City, pursuant to the provisions of Section 54.016 of the Texas Water Code that allow a district and a city to contract regarding annexation, to enter into a binding contract regarding the terms and conditions of annexation of areas within the District by the City. The parties acknowledge that the City may annex area within the District in the future. Accordingly, the Parties agree as follows:

- (a) If the City annexes the entire area in the District, then the City will succeed to all the powers, duties, assets and obligations of the District, including but not limited to any rights and obligations under valid and duly-authorized contracts entered into by the District prior to the first notice of annexation (e.g., developer reimbursement agreement) and any bond obligations. The District will not enter into any developer reimbursement agreements or agreements for new projects or extraordinary expenses, except as necessary for continued operation and maintenance of existing District facilities, after publication of the first notice of proposed annexation. The District further agrees that any agreements with the District in violation of this requirement shall be void.

(b) Alternatively, the City may exercise any options available under Chapter 43 of the Texas Local Government Code, or similar annexation laws of the State of Texas, that are in effect with regard to the provision of water and/or sewer service to areas within Municipal Utility Districts that are annexed by cities.

Section 6. Unless it obtains prior approval of the City Council of the City, the District shall not: (1) construct or install water or wastewater lines or facilities to serve areas outside the District; (2) sell or deliver water or wastewater service to areas outside the District; or (3) annex any additional land to the District. Any land for which annexation to the District or out-of-district service is hereafter requested and approved shall be subject to the terms of this Agreement.

Section 7. After annexation, the City may set rates for water and/or sewer services for property that was within the District at the time of annexation which may include a surcharge in addition to the rates charged to other ratepayers of the City for the purpose of wholly or partially compensating the City for the assumption of the District's obligations; provided that the City does not annex the area within the District until at least 90% of the Project facilities have been installed for which District bonds are authorized pursuant to this Agreement. Additionally, any such additional surcharges above the rates for other properties within the City shall be calculated as an additional amount up to but not exceeding 100% of the water and/or sewer rates of the City. Such additional surcharges shall be calculated solely to recover those District debts and other obligations assumed by the City upon annexation which are not covered by any increase in the City's ad valorem tax revenue arising out of the annexation. The surcharge may continue for thirty (30) years after the initial District debt is issued or until the bonded indebtedness of the District has been retired, whichever occurs last, but in no case for a longer period of time than is necessary to wholly compensate the City for its assumption of the obligations of the District. The District shall comply with all of the requirements of Section 54.016(h), or such similar laws as may be in effect, regarding filing with the county clerk a duly affirmed and acknowledged statement which includes certain notice information to purchasers of property regarding the City's right to collect this surcharge.

Section 8. The Partnership and the District agree not to contest the City's annexation of the area within the District; provided, however, that the City shall not undertake to annex, or otherwise impose any ad valorem or other taxes or assessments upon the Property until at least 90% of the Project facilities have been installed for which District bonds are authorized pursuant to this Agreement.

Section 9. The City will express support for, but need not become a party to proceedings related to, the creation and funding of the District and the governmental approvals necessary for construction and operation of facilities to serve the area within the District, including, but not limited to, a CCN.

Section 10. The Partnership or the District recognize that the City may seek a CCN to become the retail water and/or wastewater provider for the area included in the District, and the Partnership and the District agree to support such CCN applications, assuming the Partnership or District has not previously filed a CCN application(s). Alternatively, the Partnership may undertake to construct the utilities or other facilities to serve the area in the District and may negotiate and enter into developer reimbursement agreements with the District, provided that the

District will give the City the opportunity to review and provide comments to the District on such developer reimbursement agreements. Unless the City has (i) executed a final agreement between the City and a qualified third-party provider of water and/or wastewater utility services and said final agreement stipulates that the City is to be the provider of such service(s) within the area included, or to be included, within the boundaries of the District, and (ii) the City has filed an application for a water and/or sewer CCN for the areas within the District, the Partnership and the District also may negotiate and enter into an agreement or agreements with one or more qualified third party providers of water and/or wastewater utility services, including the Lower Colorado River Authority ("LCRA"), for the purpose(s) of obtaining wholesale or retail water and/or wastewater services for the area to be included in the District (the "Utility Agreements"). The Partnership and the District shall require such provider (i) to construct all facilities and infrastructure to serve the land within the District in accordance with plans and specifications that have been approved by the City; and (ii) to grant the City the right to inspect, at reasonable times, all facilities being constructed by such provider. The City agrees to review all plans and specifications submitted by the provider in a timely manner and pursuant to the procedures set forth in City ordinances and guidelines, applicable to the Partnership and District, not to unreasonably withhold its approval of such plans and specifications, and to conduct its inspections of ongoing construction in a manner that minimizes interference with such construction. The Partnership and the District further agree to give the City notice of any Utility Agreement(s) it negotiates with third party retail providers and, in good faith, to seek agreement with the provider that the provider's CCNs for such service within the District will be transferred to the City upon annexation pursuant to terms and conditions negotiated between the City and the provider.

ARTICLE II

PROJECT LAND USE AND DEVELOPMENT

Section 1. The City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Project if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing the Partnership's obligations or decreasing the Partnership's rights and benefits under this Agreement. This agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

Section 2. The Partnership further agrees:

(a) to provide a minimum of thirty-five (35) acres of the Property as "Open Space," to be used for green belts, parks, water quality buffer zones, drainage and water quality facilities, multiple use trails, all uses as approved pursuant to any agreement the

Partnership may enter into with the U.S. Fish and Wildlife Service, it being understood that such areas may be crossed with or contain utility easements and lines, roadway crossings, and other infrastructure required to provide service to the areas within the District; and

(b) to adopt, and cause to be recorded with the Clerk of Hays County, a set of covenants and restrictions for the Property, which provide for, inter alia, the establishment of a Homeowners' Association, to include an "Architectural Design Criteria and Control Committee" (the "HOA").

(c) Entrances and egress to and from the property will, as reasonably possible, be aligned with or off set a minimum of 300 feet from opposite roadways and will comply with Hays County and Dripping Springs off-set and alignment regulations. Furthermore, the Partnership agrees to limit public roadway access to the property to two locations however, the ultimate locations of public roadway access points may vary depending on adjacent and / or across the highway development plans and improvements that may be made by TxDOT, the Partnership, or others to U.S. Hwy 290 West.

Section 3. Due to the size of the Property and the likely duration of its development being several years, the City and the Partnership mutually agree that there is a need to plan ahead for adequate public facilities including, but not limited to, water and wastewater and other public utility facilities, water quality and storm water detention facilities, open space and roadways (the Project Infrastructure"). The City and the Partnership mutually agree that it is a benefit to the Parties for the Project infrastructure to be properly and adequately planned and designed in a manner and capacity to properly serve the Project and to ensure the City that, if and when it may annex the Property, those facilities are adequate and of the best quality possible. It is also beneficial to the Parties that the Project be planned and developed in a manner that is sensitive to the environment, protects water quality, and successfully meets the needs and demands of the growing community. In order to accomplish the above, it is necessary for there to be stable and predictable rules and regulations applicable to the Project. Except as otherwise provided in this Agreement (for example, Article I, Sections 1 and 10), the City rules, regulations and official policies applicable to the development of the Project during the term of this Agreement will be those City ordinances, regulations, and official policies (collectively, "Current Rules") in force and as interpreted by the City by policy or practice on July 23rd, 2002 (the "Vesting Date"). The Partnership also agrees to abide by the current City Outdoor Lighting Ordinance #1260.00, which ordinance does not currently apply to the Property. The Parties agree that Current Rules along with certain variances thereto, will help ensure the successful long term planning and development of the Property. As agreed between the Partnership and the City, the variances from the Current Rules granted to the Partnership on the Property for the Project (the "Variances") are attached hereto, and incorporated herein in their entirety by reference, as Exhibit "B". It is understood that the Current Rules along with the Variances (collectively the "Applicable Rules") will apply to the Property until the earlier to occur of (i) the effective date of the City's annexation of the Property or (ii) the termination of this Agreement.

Section 4. To assure the City of the timely and proper installation of utility and roadway infrastructure within the Project, the Partnership may provide a subdivision construction agreement that contractually obligates the Partnership to complete the construction of such infrastructure prior to selling final platted property (or portions thereof) in lieu of any other fiscal

security requirements, required pursuant to the Applicable Rules. So long as the Partnership provides fiscal security for the utility and roadway infrastructure serving all or portions of the final platted areas of the Property and otherwise as provided in the Applicable Rules, the Partnership may sell all or portions of the lots located within a final platted area prior to completion of the utility and roadway infrastructure for that final platted area.

Section 5. The City grants the Partnership (i) an exemption from Ordinance No. 52B, the City's Site Development Ordinance, for all single-family lots within the Project, and (ii) without limiting the generality of the foregoing, a waiver of the requirement of Section 8.D. of Ordinance No. 52B that a buffer area equal to 20% of the lot be provided downhill of impervious coverage where water quality and detention is provided either through on-site or regional water quality and detention facilities.

Section 6. The City agrees that the dedication of Open Space areas to the HOA or the District, or placing upon such areas a recorded deed restriction or Open Space easement in accordance with the provisions of Section 2. (a) herein, will satisfy the requirement of Section 15.J. of Ordinance No. 1230.1 and Sections 2-4 of Ordinance 1230.3.

Section 7. In the event of any third party lawsuit or other claim relating to the validity of this Agreement and/or any actions taken by the City and the Partnership hereunder, the City and the Partnership agree as follows:

(a) the Partnership and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement; and

(b) the filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of either the Project or the Property, or the City's processing or issuance of any approvals for the Project and the Property, unless otherwise required by a lawful order of a court of competent jurisdiction.

Section 8. In recognition that the agreements in this Article II regarding land use and development may result in increased costs or other administrative burdens on the City, and as additional consideration therefore, without which the City would not have entered into Article II of this Agreement, the Partnership agrees to pay the City up to \$55,000.00, payable as follows:

(a) \$5,000.00 to be delivered within 5 business days of the date the Agreement is executed by the City, said \$5,000.00 is to be treated by the City as a prepaid credit in favor of the Partnership to cover any application, filing, inspection and other miscellaneous fees charged by the City in connection with the Partnership's development of the Property ; and

(b) up to \$50,000, lawfully reimbursed to the Partnership out of proceeds from the issuance of bonds by the District described in this Agreement. This amount will be calculated at the rate of 5% of each bond reimbursement received by the Partnership for costs advanced by the Partnership for the construction of water, wastewater and drainage utility facilities within the Project. Each installment of the sum (i) will be

payable solely out of the proceeds of the District's bonds, (ii) will be contingent upon the creation of the District and the sale and funding of the District's bonds, (iii) will be paid by the Partnership to the City within 5 days after the Partnership's receipt of the bond reimbursement upon which the sum is calculated and (iv) will equal five percent (5%) of the amount of bond reimbursement actually received by the Partnership.

Section 9. The Partnership shall establish an initial deposit of \$2,500 with the City, which is intended to cover all City legal and engineering fees and administrative expenses associated with this Agreement. If the fees and expenses incurred by the City exceed the amount of the initial deposit, the Partnership will pay the additional fees and expenses upon the City's request. If the fees and expenses incurred by the City are less than the amount of the initial deposit, the City will refund the balance to the Partnership upon the Partnership's request.

ARTICLE III

OTHER PROVISIONS

Section 1. In the event of any third party lawsuit or other claim relating to the validity of this Agreement and/or any actions taken by the Parties hereunder, the parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement.

Section 2. All of the terms of this Agreement shall be binding upon, shall inure to the benefit of, and shall be severally enforceable by and against each party to this Agreement, individually, and such party's respective personal representatives, successors, trustees, receivers, and assigns. Notice of assignment by a Party of any rights or obligations under this Agreement shall be furnished to the other Party no less than 20 business days prior to the Assignment.

Section 3. If either Party believes that the other Party has failed to comply with the requirements of this Agreement, the non-failing Party shall provide the other Party with written notice of such alleged failure to comply, and failing Party shall have sixty (60) days thereafter to correct such non-compliance. If the Party fails to correct such non-compliance within such time, the non-failing Party shall have available all remedies allowed by law and/or this Agreement.

Section 4. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS IT APPLIES TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF THAT COUNTY, AND HEREBY AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

Section 5. This Agreement may not be amended or modified other than by a written agreement executed by the parties, nor may any provision be waived except by a writing signed by the party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given.

Section 6. Each Party represents and warrants to the other that it has full authority to execute this Agreement and implement its terms and conditions.

Section 7. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application thereof to any person or entity or under any circumstances, is invalid or unenforceable to any extent under applicable law, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the parties as evidenced by the provision so severed.

Section 8. In addition to all the rights and remedies provided by the laws of the state, in the event the District violates the terms and provisions of this Agreement, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions prescribed in this Agreement.

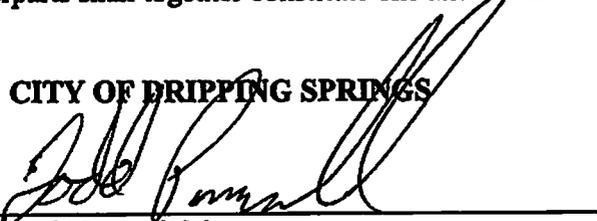
Section 9. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or Exhibit(s) hereto.

Section 10. This Agreement shall be effective from the date of execution hereof by the City and the Partnership, and shall continue in effect for a period of 15 years from the date of the execution hereof by the District or until such time as all District Bonds shall have been repaid, whichever is later; provided, however, if the creation of the District has not been confirmed at an election conducted on or before the first Saturday of May in the year 2005, then this Agreement may, at the option of the Partnership or the City, be terminated by written notice.

IN WITNESS HEREOF, each of the parties has caused this Agreement to be executed by its undersigned duly authorized representative, in multiple counterparts, each of which shall be deemed an original, as of the date indicated below, it being understood that all parties need not sign the same counterparts and all of such counterparts shall together constitute one and the same instrument.

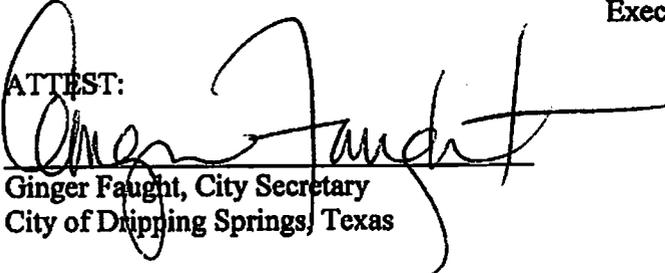
CITY OF DRIPPING SPRINGS

By:


Todd Purcell, Mayor
City of Dripping Springs, Texas

Executed on July 25th, 2002

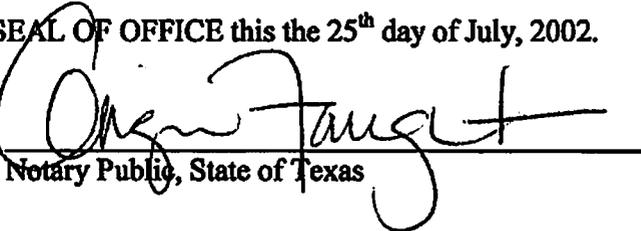
ATTEST:

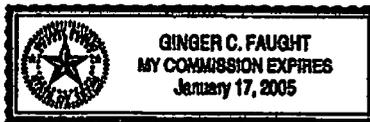

Ginger Faught, City Secretary
City of Dripping Springs, Texas

STATE OF TEXAS §
 §
COUNTY OF HAYS §

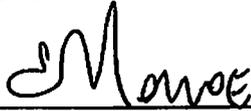
BEFORE ME, the undersigned authority, on this day personally appeared Todd Purcell, Mayor of the City of Dripping Springs, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said City of Dripping Springs.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of July, 2002.


Notary Public, State of Texas



**HAYS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 4**

By: 
(Print Name): Emily Jane Monroe

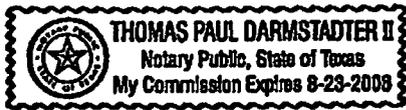
Title: President

Executed on March 4, 2004

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared Emily Jane Monroe, President of the Hays County Municipal Utility District No. 4, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the said Hays County Municipal Utility District No. 4.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of March, 2004.




Notary Public, State of Texas

By: **194 BUSH, LTD.**
DH Real Estate Investment Company dba DH
Investment Company, a Texas Corporation,
General Partner

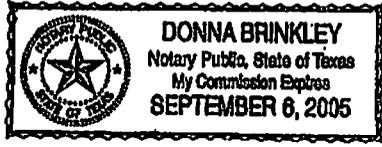
By: *Michael L. Schoenfeld*
Michael L. Schoenfeld, Vice President

Executed on July 25th, 2002

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Schoenfeld, Vice President of DH Real Estate Investment Company dba DH Investment Company, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of July, 2002.



Donna Brinkley
Notary Public, State of Texas

EXHIBIT "A"

**"HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4"
Metes & Bounds Description
for
780 acres of land, more or less, in Hays County, Texas**

FIELD NOTE DESCRIPTION OF 193.926 ACRES OF LAND OUT OF THE WILLIAM S. HOLTON SURVEY NO. 57 ABSTRACT 245 IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (186.61 ACRE) TRACT CONVEYED TO THE C.F. BUSH FAMILY LIMITED PARTNERSHIP BY DEEDS RECORDED IN VOLUME 1266 PAGE 867 AND VOLUME 1354 PAGE 255 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS BUT EXCLUDING THOSE TRACTS PREVIOUSLY CONVEYED TO THE STATE OF TEXAS FOR RIGHT-OF-WAY AS RECORDED IN VOLUME 170 PAGE 318 AND VOLUME 170 PAGE 322 OF THE HAYS COUNTY DEED RECORDS, AND BEING ALL OF THAT (10.00 ACRE) TRACT CONVEYED TO THE C. F. BUSH FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN VOLUME 1354 PAGE 255 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron pipe found in the southwest line of Lot 13, Oak Run West, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 3 Page 77 of the Plat Records of Hays County, Texas, at the most easterly corner of that certain (200 Acre) tract conveyed from Carl A. Bible et ux. to Claude F. Bush, Jr. and Mary Pauline Bush by deed recorded in Volume 180 Page 422 of the Hays County Deed Records, and being at the Northeast corner of that certain (186.61 Acre) tract conveyed to the C.F. Bush, Jr. Family Limited Partnership by deeds recorded in Volume 1266 Page 867 and Volume 1354 Page 255 of the Hays County Official Public Records, and being the Northwest corner of that certain (20.54 Acres) tract conveyed to William R. Schneider by deed recorded in Volume 443 Page 840 of the Hays County Real Property Records, and being the Northeast corner and PLACE OF BEGINNING of the herein described tract:

THEENCE with the east line of said Bush (200 Acre) tract, S 08 deg. 07' 52" E 2225.11 ft. to a 1/2 inch iron pipe found at the intersection of the east line of said Bush (200 Acre) tract and the north right-of-way line of U.S. Highway 290, and being in the north line of that certain (4.09 Acre) tract conveyed to the State of Texas by deed recorded in Volume 170 Page 318 of the Hays County Deed Records, and being the Southwest corner of that certain tract conveyed to David T. Rush by deed recorded in Volume 354 Page 796 of the Hays County Deed Records, and being the Southeast corner of this tract;

THENCE with the north right-of-way line of U.S. Highway 290, the following six courses:

- 1) S 70 deg. 52' 57" W 58.87 ft. to a concrete monument found at a point of curvature;
- 2) a curve to the left, having a radius of 5829.65 ft., an arc length of 408.49 ft., and a chord bearing of S 62 deg. 59' 57" W 408.41 ft. to a concrete monument found at a point of tangency;
- 3) S 60 deg. 58' 12" W at 1388.86 ft. passing a 14" wood fence corner post in the common line of said Bush (200 Acre) tract and that certain (300 Acre) tract conveyed from Ernest T. Leonard to Claude F. Bush, Jr. and Mary Pauline Bush by deed recorded in Volume 175 Page 619 of the Hays County Deed Records, and continuing on the same course 489.74 ft. more, for a total distance of 1878.59 ft., to a concrete monument found;
- 4) S 49 deg. 31' 22" W 203.73 ft. to a concrete monument found;
- 5) S 60 deg. 57' 04" W 339.85 ft. to a 1/2 inch iron rod set with plastic cap marked "Carson and Bush Professional Surveyors" in the south line of said Bush (300 Acre) tract, and being a point in the north line of that "old road" conveyed to the State Highway Department of Texas by right-of-way deed recorded in Volume 107 Page 576 of the Deed Records of Hays County, Texas;
- 6) S 68 deg. 37' 00" W 224.56 ft. to a 1/2 inch iron rod set with plastic cap marked "Carson and Bush Professional Surveyors" in the east line of that certain (249.949 Acre) tract conveyed to 4-J Land Company, Inc. by deed recorded in Volume 324 Page 387 of the Hays County Deed Records, and being the Southwest corner of this tract;

THENCE crossing the interior of said Bush (300 Acre) tract with the common line of said 4-J Land Company (249.949 Acre) and said C.F. Bush, Jr. Family Limited Partnership (186.61 Acre) tract, the following four courses:

- 1) N 22 deg. 07' 34" W at 269.78 ft. passing a 5/8" iron rod found at the Southeast corner of Lot 99, Heritage Oaks Section 2-A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2 Page 115 of the Hays County Plat Records, and continuing on the same course at 150.4 ft. passing the record most southerly corner of that certain (10.00 Acre) tract conveyed to the C.F. Bush, Jr. Family Limited Partnership by deed recorded in Volume 1354 Page 255 of the Hays County Official Public Records, and continuing on the same course at 189.70 ft. passing a 5/8" iron rod found at the Northeast corner of said Lot 99, and continuing on the same course 293.70 ft. more, for a total distance on this bearing of 903.58 ft., to a 5/8" iron rod found;
- 2) N 22 deg. 03' 40" W at 293.70 ft. passing the record most westerly corner of said C.F. Bush, Jr. Family Limited Partnership (10.00 Acre) tract, and continuing on the same course 452.11 ft., more for a total distance of 700.03 ft., to a 60 D nail found in the top of a fence corner post in the south line of Lot 104 of said Heritage Oaks Section 2-A;
- 3) N 60 deg. 38' 24" E 1054.57 ft. to a 60 D nail found in top of a fence corner post at the most easterly southeast corner of Lot 109 of said Heritage Oaks Section 2-A;
- 4) N 11 deg. 16' 37" E 3008.40 ft. to a 1/2 inch iron rod found in the northeast line of said Bush (200 Acre) tract, being a point in the southwest line of Lot 24 of said Oak Run West, and being at the most northerly corner of said C.F. Bush Family Limited Partnership (186.61 Acre) tract, and being the most easterly corner of said 4-J Land Company tract, and being the most easterly corner of Lot 124 of said Heritage Oaks Section 2-A, and being the most northerly corner of this tract;

THENCE with the northeast line of said Bush (200 Acre) tract, the following three courses:

- 1) S 46 deg. 58' 20" E at 229.64 ft. passing a 1/2 inch iron rod found at the most southerly corner of Lot 23 of said Oak Run West, and continuing on the same course 30.05 ft. more, for a total distance on this bearing of 259.69 ft., to a 60 D nail found at the base of a fence corner post;
- 2) S 50 deg. 34' 08" E at 147.83 ft. passing a 1/2 inch iron rod found at the most southerly corner of Lot 22 of said Oak Run West and continuing on the same course 108.10 ft. more, for a total distance of 255.93 ft., to a 1/2 inch iron rod found;

3) S 50 deg. 40' 00" E at 461.95 ft. passing a ½ inch iron rod found at the most southerly corner of Lot 19 of said Oak Run West, and continuing on the same course at 540.89 ft. passing a ½ inch iron rod found at the most southerly corner of Lot 16 of said Oak Run West, and continuing on the same course 441.13 ft more, for a total distance on this bearing of 1443.97 ft., to the Place of Beginning, containing 193.926 Acres of land.

SURVEYED: January 19, 2001

BY: 

Holt Carson
Registered Professional Land Surveyor No. 5166



see accompanying map no. B596002a

EXHIBIT "B"

**BUSH RANCH
Variances**

Criteria (with reference to current Dripping Springs Subdivision Ordinance, if applicable)

Existing City Standards

Standards Approved for the Project

9.F.2.3 & 11.D.2 Approval-Preliminary Plat

6 Months

Life of Agreement

15.J.4. Street Frontage, minimum (at building line) of platted lot

General:100 feet
Cul-de-sac lot: 60 feet

General: 50 feet
Cul-de-sac lot: 30 feet
Flag lot: 20 feet

15.J.6,7,8 Setbacks, Minimums
Single Family Residential

30' front; 10' side, 30' rear

20' front; 20' rear; , 10' side with minimum 5' of separation on each side yard for conventional lots and a minimum of 10' separation between zero lot line structures.

Criteria (with reference to current Dripping Springs Subdivision Ordinance, if applicable)	Existing City Standards	Standards Approved for the Project
Lot Density and Sizes:		
Central Water/Central Sewer		
Average Platted Lot Density	.75 acre per lot	No Change
Minimum Platted Lot Size	.5 acre	5,000 square feet
Central Water/Septic Tank		
Average Platted Lot Density	1 acre per lot	No Change
Minimum Lot Size	.75 acre	½ acre
Minimum Lot Sizes in Buffer Zones	3 acres	Minimum of 1 acre and any such lot must contain at least ½ acre of land outside of the buffer zone. No Impervious Cover allowed in Buffer.

Approved by *AK*
6/25/02

**BUSH RANCH
Variances**

Criteria (with reference to current Dripping Springs Subdivision Ordinance, if applicable)	Existing City Standards	Standards Approved for the Project
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<u>9.F.2.3 & 11.D.2 Approval Preliminary Plat</u>	6 Months	Life of Agreement
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<u>15.J.4. Street Frontage, minimum (at building line) of platted lot</u>	General: 100 feet Cul-de-sac lot: 60 feet	General: 50 feet Cul-de-sac lot: 30 feet Flag lot: 20 feet
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<u>15.J.6,7,8 Setbacks, Minimums</u> Single Family Residential	30' front; 10' side, 30' rear	20' front; 10' cumulative side, 20' rear
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Lot Density and Sizes:

Central Water/Central Sewer

Average Platted Lot Density	.75 acre per lot (Current Ordinance – However, Bush was final plated when ordinance requirement was .5 acre average)	.5 acre per lot
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Minimum Platted Lot Size	.5 acre	5,000 square feet
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Central Water/Septic Tank

Average Platted Lot Density	1 acre per lot	No Change
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Minimum Lot Size	.75 acre	½ acre
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Minimum Lot Sizes in Buffer Zones	3 acres	Minimum of 1 acre and any such lot must contain at least ½ acre of land outside of the buffer zone. No Impervious Cover allowed in Buffer.
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STATE OF TEXAS

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COUNTY OF HAYS

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AMENDMENT #1*to the***AGREEMENT CONCERNING CREATION AND OPERATION
OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4
AND LANDS WITHIN THE DISTRICT**

This Amendment is hereby approved and agreed upon thus modifying the AGREEMENT CONCERNING CREATION AND OPERATION OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4 AND LANDS WITHIN THE DISTRICT ("Agreement"), made and entered into by and between the City of Dripping Springs, Texas ("City"), Hays County Municipal Utility District Number 4 ("MUD No. 4"), and 194 Bush, Ltd., which was executed on July 25, 2002.

WHEREAS, pursuant to Texas Local Government Code Section 42.042 and Texas Water Code section 54.016, the City of Dripping Springs consented to the creation of MUD No. 4 through the enactment of Resolution 2002-9 on July 23, 2002; and

WHEREAS, pursuant to Texas Constitution Article XVI, Section 59, and Texas Water Code Chapters 49 and 54, the Texas Natural Resource Conservation Commission (now the "Texas Commission on Environmental Quality" or "TCEQ") granted the application for creation of MUD No. 4 through enactment of an Order enacted July 3, 2003; and

WHEREAS, market conditions and regulatory circumstances have evolved to the point that modifications to the Agreement are warranted.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below and in this Amendment to the Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Article II (PROJECT LAND USE AND DEVELOPMENT) of the Agreement is hereby amended as follows:

A. By inserting Section 10, which shall read as follows and be incorporated into the Agreement hereafter for all intents and purposes:

Section 10.

- (a) The Cumulative Total Impervious Cover on the entirety of the Property shall not exceed 50%.
- (b) The impervious cover on any single commercial, industrial, single-family, or multifamily residential lot or undivided tract located within the Property shall not exceed 80%.
- (c) The allotment of impervious cover among lots or undivided tracts is matter left solely to the discretion of 194 Bush, Ltd., and is not addressed herein. Any negotiations or contracts regarding the allotment of impervious cover among owners or tenants of lots or undivided tracts are deemed private property matters outside the scope of this Agreement.
- (d) The Cumulative Total Impervious Cover will be calculated as each parcel within the Property is platted. An Impervious Cover Chart will accompany each plat application verifying:
 - (1) the current Cumulative Total Impervious Cover as of the date of submission;
 - (2) the proposed allotment of impervious cover for the parcel(s) being platted or developed; and
- (e) An Environmental Assessment will be included with every site plan for the commercial phase submitted to the City documenting any and all critical environmental features (CEFs), environmental concerns, slopes or drainage concerns.
- (f) The pervious areas of the Project (i.e., the portions without impervious cover) must be vegetated (either natural or re-vegetated) immediately after development. The vegetation must be maintained in perpetuity.
- (g) The City Council is authorized under this Agreement to deny plat approval and/or deny site plan approval for a proposal's failure to comply with the terms stated above.
- (h) The City's Site Development Ordinance (52B) shall remain in full force and effect, and applicable to the Project, excepted as expressly provided for in this Agreement. The requirements of 52B notwithstanding, the Project is allowed six-foot (6') cuts (i.e., cut and fills) for work performed in accordance with a City-approved site plan. This section creates a limited modification that does not otherwise affect the remaining requirements of 52B.

- B. By inserting Section 11, which shall read as follows and be incorporated into the Agreement hereafter for all intents and purposes:

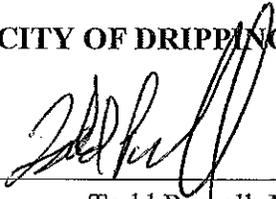
Section 11. The undersigned landowner has reviewed the Strategic Partnership Agreement (“SPA”) entered into between the City and the District, and does not object to the terms of that SPA, and agrees that the Sales and Use Tax to be levied under the SPA is an exception to the Agreement’s Paragraph 8 restriction on the City’s ability to levy taxes within the District.

- C. By inserting Section 12, which shall read as follows and be incorporated into the Agreement hereafter for all intents and purposes:

Section 12. The Project is subject to the updated national and international building codes (including but not limited to electrical, plumbing, mechanical or energy standards), referenced in the City’s Code of Ordinances, Volume 2, Article 15, Chapter 2, (as recodified) that are generally applicable in the City Limits. The Project shall not be subject to local municipal amendments to the standard national and international codes if such amendments have the effect substituting local specifications for construction that deviate from the uniform specifications generally published by the national and international code councils.

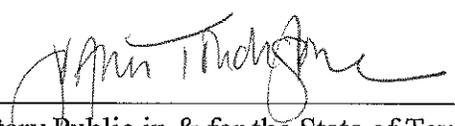
IN WITNESS HEREOF, each of the parties has caused this Amendment to the Agreement to be executed by its undersigned duly authorized representative, in multiple counterparts, each of which shall be deemed an original, as of the date(s) indicated below, it being understood that all parties need not sign the counterparts and all such counterparts shall together constitute one and the same instrument.

CITY OF DRIPPING SPRINGS:

by: 
Todd Purcell, Mayor

BEFORE ME, the undersigned authority, this day personally appeared **Todd Purcell**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged before me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the City of Dripping Springs.

GIVEN UNDER MY HAND & SEAL of office this, the 14th day of September 2010.


Notary Public in & for the State of Texas

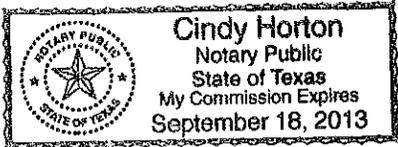


194 BUSH, LTD:

by: Michael L. Schoenfeld
Michael L. Schoenfeld, Vice President
DH Real Estate Investment Company
d/b/a DH Investment Company,
a Texas corporation, General Partner

BEFORE ME, the undersigned authority, this day personally appeared **Michael L. Schoenfeld**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged before me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of 194 Bush, Ltd., by and through its General Partner, DH Real Estate Investment Company (d/b/a DH Investment Company).

GIVEN UNDER MY HAND & SEAL of office this, the 13th day of October 2010.



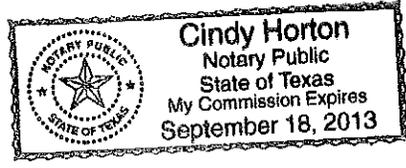
Cindy Horton
Notary Public in & for the State of Texas

HAYS COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 4:

by: [Signature]
VICE PRESIDENT

BEFORE ME, the undersigned authority, this day personally appeared Ryan Ziehe, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged before me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the Hays County Municipal Utility District Number 4.

GIVEN UNDER MY HAND & SEAL of office this, the 13th day of October 2010.



[Signature]
Notary Public in & for the State of Texas

**AGREEMENT CONCERNING CREATION AND OPERATION OF
HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4
AND LANDS WITHIN THE DISTRICT**

THIS AGREEMENT ("Agreement") made and entered into by and between the City of Dripping Springs, Texas, (the "City"), a general law city situated in Hays County, Texas, acting herein by and through its undersigned duly authorized Mayor, as authorized by specific action of its City Council; Hays County Municipal Utility District No. 4, a municipal utility district created on the 3rd day of July, 2003 by order of the Texas Natural Resource Conservation Commission or successor agency and operating pursuant to Chapter 54 of the Texas Water Code; and 194 Bush, Ltd., a Texas limited partnership, its successors and assigns the ("Partnership").

RECITALS

WHEREAS, the Partnership is the holder of legal title to all of the land comprising the District, which consists of approximately 194 acres situated wholly in Hays County, Texas, and within the extraterritorial jurisdiction of the City, which land is more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the Property is included within the boundaries of the Hays County Municipal Utility District No. 4 (the "District") created on the 3rd day of July, 2003 by order of the Texas Natural Resource Conservation Commission or successor agency ("TNRCC"); and

WHEREAS, pursuant to Section 42.042 of the Texas Local Government Code, as amended, and Section 54.016, Texas Water Code, as amended, the City has consented, subject to certain terms and conditions of this Agreement, to the creation of the District by Resolution adopted on July 23rd, 2002, in an open and duly posted public meeting of the City (the "Resolution"); and

WHEREAS the City and the Partnership wish to enter into certain agreements regarding the proposed development within the District (the "Project"), in order to provide for orderly development of the Project, which may include mixed-use development, including but not limited to, single-family residential homes, commercial and light industrial development and schools; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES CONTRACT, COVENANT AND AGREE AS FOLLOWS:

ARTICLE I

AGREEMENTS REGARDING DISTRICT CREATION

Section 1. The Partnership and the District will construct all facilities and infrastructure to serve the land within the District in accordance with plans and specifications that have been approved by the City, pursuant to City ordinance, as amended from time to time including those pertaining to utility design, construction and installation requirements. The City shall have the right to inspect, at reasonable times, all facilities being constructed by the Partnership or the District. The City agrees to review all plans and specifications provided by the Partnership or the District in a timely manner and pursuant to the procedures set forth in City ordinances and guidelines; not to unreasonably withhold its approval of such plans and specifications; and to conduct its inspections of ongoing construction in a manner that minimizes interference with such construction.

Section 2. Pursuant to Section 54.016, the parties agree that the purposes for which the District's bonds, or other lawful obligations to be issued by the District, may be issued are limited to the purposes of purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances, and associated professional and licensing or permitting fees, necessary:

- (a) To provide a water supply for municipal uses, domestic uses and commercial purposes; and
- (b) To collect, transport, process, dispose of and control all domestic, commercial, industrial or communal wastes, whether fluid, solid or composite state; and
- (c) To gather, conduct, divert and control local storm water or other local harmful excesses of water in the District, related water quality facilities, and/or the payment of organization expenses, operation expenses during construction and interest during construction; and
- (d) To provide parks and other recreational facilities as may be consistent with City ordinances and authorized pursuant to Chapters 49 and 54 of the Texas Water Code; and
- (e) To provide any other facilities, amenities and/or improvements that benefit the Property within the District, that are consistent with City ordinances, and that qualify for developer reimbursement pursuant to rules promulgated by TNRCC.

Section 3. The District shall, within five (5) days of submittal, provide any bond package that it submits to the TNRCC (or successor agency) to the City for review, comments, and recommendations. The District further agrees to incorporate the City's recommendations into the District's final bond sales packages, so long as the recommendations, in the sole reasonable judgment of the District, do not render the bonds and notes unmarketable or considers such recommendations to not be materially detrimental to the District. The City's recommendations may be based upon, but will not be limited to, the following considerations: (1) overlapping tax rates, (2) the number of homes occupied, (3) taxpayer concentrations and

debt to assessed value ratios within the District, (4) TNRCC rules regarding obtaining a market study, and (5) overall compliance with TNRCC rules. Further, to the extent the following conditions are in compliance with TNRCC's (or successor agency) rules, and so long as the Board of Directors of the District approves conditions (a)-(e) below, for any individual bond issuance the parties agree that the District Bonds:

- (a) Will have a maximum maturity of 25 years;
- (b) Will not have interest rates that exceed 2% above the weekly tax exempt Bond Buyer Index for 25 year revenue bonds;
- (c) Will not be issued if the District's debt to certified taxable assessed valuation as determined by the records of the Hays County Appraisal District will exceed 25 percent upon issuance;
- (d) Will have amortization that results in level debt service payments over the life of the issue, except for an initial period, of up to 5 years of interest only payments; and
- (e) So long as it does not increase the District's interest rate on the proposed bonds, will contain the City's recommended call redemption features.

Section 4. The parties acknowledge that the Partnership may obtain Certificates of Convenience and Necessity ("CCN") from the TNRCC to provide water and/or sewer services throughout the boundaries of the District and will abandon or transfer those CCN(s) to the District upon its creation and subsequent TNRCC approval of any transfer. Should persons or entities other than the Partnership or the District apply for a water or a sewer CCN for areas within the District then, except for CCNs sought to provide the utility service contemplated in Section 10 below, the Partnership and the District shall oppose those CCN applications.

Section 5. One of the purposes of this Agreement is to authorize the District and the City, pursuant to the provisions of Section 54.016 of the Texas Water Code that allow a district and a city to contract regarding annexation, to enter into a binding contract regarding the terms and conditions of annexation of areas within the District by the City. The parties acknowledge that the City may annex area within the District in the future. Accordingly, the Parties agree as follows:

- (a) If the City annexes the entire area in the District, then the City will succeed to all the powers, duties, assets and obligations of the District, including but not limited to any rights and obligations under valid and duly-authorized contracts entered into by the District prior to the first notice of annexation (e.g., developer reimbursement agreement) and any bond obligations. The District will not enter into any developer reimbursement agreements or agreements for new projects or extraordinary expenses, except as necessary for continued operation and maintenance of existing District facilities, after publication of the first notice of proposed annexation. The District further agrees that any agreements with the District in violation of this requirement shall be void.

(b) Alternatively, the City may exercise any options available under Chapter 43 of the Texas Local Government Code, or similar annexation laws of the State of Texas, that are in effect with regard to the provision of water and/or sewer service to areas within Municipal Utility Districts that are annexed by cities.

Section 6. Unless it obtains prior approval of the City Council of the City, the District shall not: (1) construct or install water or wastewater lines or facilities to serve areas outside the District; (2) sell or deliver water or wastewater service to areas outside the District; or (3) annex any additional land to the District. Any land for which annexation to the District or out-of-district service is hereafter requested and approved shall be subject to the terms of this Agreement.

Section 7. After annexation, the City may set rates for water and/or sewer services for property that was within the District at the time of annexation which may include a surcharge in addition to the rates charged to other ratepayers of the City for the purpose of wholly or partially compensating the City for the assumption of the District's obligations; provided that the City does not annex the area within the District until at least 90% of the Project facilities have been installed for which District bonds are authorized pursuant to this Agreement. Additionally, any such additional surcharges above the rates for other properties within the City shall be calculated as an additional amount up to but not exceeding 100% of the water and/or sewer rates of the City. Such additional surcharges shall be calculated solely to recover those District debts and other obligations assumed by the City upon annexation which are not covered by any increase in the City's ad valorem tax revenue arising out of the annexation. The surcharge may continue for thirty (30) years after the initial District debt is issued or until the bonded indebtedness of the District has been retired, whichever occurs last, but in no case for a longer period of time than is necessary to wholly compensate the City for its assumption of the obligations of the District. The District shall comply with all of the requirements of Section 54.016(h), or such similar laws as may be in effect, regarding filing with the county clerk a duly affirmed and acknowledged statement which includes certain notice information to purchasers of property regarding the City's right to collect this surcharge.

Section 8. The Partnership and the District agree not to contest the City's annexation of the area within the District; provided, however, that the City shall not undertake to annex, or otherwise impose any ad valorem or other taxes or assessments upon the Property until at least 90% of the Project facilities have been installed for which District bonds are authorized pursuant to this Agreement.

Section 9. The City will express support for, but need not become a party to proceedings related to, the creation and funding of the District and the governmental approvals necessary for construction and operation of facilities to serve the area within the District, including, but not limited to, a CCN.

Section 10. The Partnership or the District recognize that the City may seek a CCN to become the retail water and/or wastewater provider for the area included in the District, and the Partnership and the District agree to support such CCN applications, assuming the Partnership or District has not previously filed a CCN application(s). Alternatively, the Partnership may undertake to construct the utilities or other facilities to serve the area in the District and may negotiate and enter into developer reimbursement agreements with the District, provided that the

District will give the City the opportunity to review and provide comments to the District on such developer reimbursement agreements. Unless the City has (i) executed a final agreement between the City and a qualified third-party provider of water and/or wastewater utility services and said final agreement stipulates that the City is to be the provider of such service(s) within the area included, or to be included, within the boundaries of the District, and (ii) the City has filed an application for a water and/or sewer CCN for the areas within the District, the Partnership and the District also may negotiate and enter into an agreement or agreements with one or more qualified third party providers of water and/or wastewater utility services, including the Lower Colorado River Authority (“LCRA”), for the purpose(s) of obtaining wholesale or retail water and/or wastewater services for the area to be included in the District (the “Utility Agreements”). The Partnership and the District shall require such provider (i) to construct all facilities and infrastructure to serve the land within the District in accordance with plans and specifications that have been approved by the City; and (ii) to grant the City the right to inspect, at reasonable times, all facilities being constructed by such provider. The City agrees to review all plans and specifications submitted by the provider in a timely manner and pursuant to the procedures set forth in City ordinances and guidelines, applicable to the Partnership and District, not to unreasonably withhold its approval of such plans and specifications, and to conduct its inspections of ongoing construction in a manner that minimizes interference with such construction. The Partnership and the District further agree to give the City notice of any Utility Agreement(s) it negotiates with third party retail providers and, in good faith, to seek agreement with the provider that the provider’s CCNs for such service within the District will be transferred to the City upon annexation pursuant to terms and conditions negotiated between the City and the provider.

ARTICLE II

PROJECT LAND USE AND DEVELOPMENT

Section 1. The City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Project if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing the Partnership’s obligations or decreasing the Partnership’s rights and benefits under this Agreement. This agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

Section 2. The Partnership further agrees:

(a) to provide a minimum of thirty-five (35) acres of the Property as “Open Space,” to be used for green belts, parks, water quality buffer zones, drainage and water quality facilities, multiple use trails, all uses as approved pursuant to any agreement the

Partnership may enter into with the U.S. Fish and Wildlife Service, it being understood that such areas may be crossed with or contain utility easements and lines, roadway crossings, and other infrastructure required to provide service to the areas within the District; and

(b) to adopt, and cause to be recorded with the Clerk of Hays County, a set of covenants and restrictions for the Property, which provide for, inter alia, the establishment of a Homeowners' Association, to include an "Architectural Design Criteria and Control Committee" (the "HOA").

(c) Entrances and egress to and from the property will, as reasonably possible, be aligned with or off set a minimum of 300 feet from opposite roadways and will comply with Hays County and Dripping Springs off-set and alignment regulations. Furthermore, the Partnership agrees to limit public roadway access to the property to two locations however, the ultimate locations of public roadway access points may vary depending on adjacent and / or across the highway development plans and improvements that may be made by TxDOT, the Partnership, or others to U.S. Hwy 290 West.

Section 3. Due to the size of the Property and the likely duration of its development being several years, the City and the Partnership mutually agree that there is a need to plan ahead for adequate public facilities including, but not limited to, water and wastewater and other public utility facilities, water quality and storm water detention facilities, open space and roadways (the Project Infrastructure"). The City and the Partnership mutually agree that it is a benefit to the Parties for the Project infrastructure to be properly and adequately planned and designed in a manner and capacity to properly serve the Project and to ensure the City that, if and when it may annex the Property, those facilities are adequate and of the best quality possible. It is also beneficial to the Parties that the Project be planned and developed in a manner that is sensitive to the environment, protects water quality, and successfully meets the needs and demands of the growing community. In order to accomplish the above, it is necessary for there to be stable and predictable rules and regulations applicable to the Project. Except as otherwise provided in this Agreement (for example, Article I, Sections 1 and 10), the City rules, regulations and official policies applicable to the development of the Project during the term of this Agreement will be those City ordinances, regulations, and official policies (collectively, "Current Rules") in force and as interpreted by the City by policy or practice on July 23rd, 2002 (the "Vesting Date"). The Partnership also agrees to abide by the current City Outdoor Lighting Ordinance #1260.00, which ordinance does not currently apply to the Property. The Parties agree that Current Rules along with certain variances thereto, will help ensure the successful long term planning and development of the Property. As agreed between the Partnership and the City, the variances from the Current Rules granted to the Partnership on the Property for the Project (the "Variances") are attached hereto, and incorporated herein in their entirety by reference, as Exhibit "B". It is understood that the Current Rules along with the Variances (collectively the "Applicable Rules") will apply to the Property until the earlier to occur of (i) the effective date of the City's annexation of the Property or (ii) the termination of this Agreement.

Section 4. To assure the City of the timely and proper installation of utility and roadway infrastructure within the Project, the Partnership may provide a subdivision construction agreement that contractually obligates the Partnership to complete the construction of such infrastructure prior to selling final platted property (or portions thereof) in lieu of any other fiscal

security requirements, required pursuant to the Applicable Rules. So long as the Partnership provides fiscal security for the utility and roadway infrastructure serving all or portions of the final platted areas of the Property and otherwise as provided in the Applicable Rules, the Partnership may sell all or portions of the lots located within a final platted area prior to completion of the utility and roadway infrastructure for that final platted area.

Section 5. The City grants the Partnership (i) an exemption from Ordinance No. 52B, the City's Site Development Ordinance, for all single-family lots within the Project, and (ii) without limiting the generality of the foregoing, a waiver of the requirement of Section 8.D. of Ordinance No. 52B that a buffer area equal to 20% of the lot be provided downhill of impervious coverage where water quality and detention is provided either through on-site or regional water quality and detention facilities.

Section 6. The City agrees that the dedication of Open Space areas to the HOA or the District, or placing upon such areas a recorded deed restriction or Open Space easement in accordance with the provisions of Section 2. (a) herein, will satisfy the requirement of Section 15.J. of Ordinance No. 1230.1 and Sections 2-4 of Ordinance 1230.3.

Section 7. In the event of any third party lawsuit or other claim relating to the validity of this Agreement and/or any actions taken by the City and the Partnership hereunder, the City and the Partnership agree as follows:

(a) the Partnership and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement; and

(b) the filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of either the Project or the Property, or the City's processing or issuance of any approvals for the Project and the Property, unless otherwise required by a lawful order of a court of competent jurisdiction.

Section 8. In recognition that the agreements in this Article II regarding land use and development may result in increased costs or other administrative burdens on the City, and as additional consideration therefore, without which the City would not have entered into Article II of this Agreement, the Partnership agrees to pay the City up to \$55,000.00, payable as follows:

(a) \$5,000.00 to be delivered within 5 business days of the date the Agreement is executed by the City, said \$5,000.00 is to be treated by the City as a prepaid credit in favor of the Partnership to cover any application, filing, inspection and other miscellaneous fees charged by the City in connection with the Partnership's development of the Property ; and

(b) up to \$50,000, lawfully reimbursed to the Partnership out of proceeds from the issuance of bonds by the District described in this Agreement. This amount will be calculated at the rate of 5% of each bond reimbursement received by the Partnership for costs advanced by the Partnership for the construction of water, wastewater and drainage utility facilities within the Project. Each installment of the sum (i) will be

payable solely out of the proceeds of the District's bonds, (ii) will be contingent upon the creation of the District and the sale and funding of the District's bonds, (iii) will be paid by the Partnership to the City within 5 days after the Partnership's receipt of the bond reimbursement upon which the sum is calculated and (iv) will equal five percent (5%) of the amount of bond reimbursement actually received by the Partnership.

Section 9. The Partnership shall establish an initial deposit of \$2,500 with the City, which is intended to cover all City legal and engineering fees and administrative expenses associated with this Agreement. If the fees and expenses incurred by the City exceed the amount of the initial deposit, the Partnership will pay the additional fees and expenses upon the City's request. If the fees and expenses incurred by the City are less than the amount of the initial deposit, the City will refund the balance to the Partnership upon the Partnership's request.

ARTICLE III

OTHER PROVISIONS

Section 1. In the event of any third party lawsuit or other claim relating to the validity of this Agreement and/or any actions taken by the Parties hereunder, the parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement.

Section 2. All of the terms of this Agreement shall be binding upon, shall inure to the benefit of, and shall be severally enforceable by and against each party to this Agreement, individually, and such party's respective personal representatives, successors, trustees, receivers, and assigns. Notice of assignment by a Party of any rights or obligations under this Agreement shall be furnished to the other Party no less than 20 business days prior to the Assignment.

Section 3. If either Party believes that the other Party has failed to comply with the requirements of this Agreement, the non-failing Party shall provide the other Party with written notice of such alleged failure to comply, and failing Party shall have sixty (60) days thereafter to correct such non-compliance. If the Party fails to correct such non-compliance within such time, the non-failing Party shall have available all remedies allowed by law and/or this Agreement.

Section 4. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS IT APPLIES TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF THAT COUNTY, AND HEREBY AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

Section 5. This Agreement may not be amended or modified other than by a written agreement executed by the parties, nor may any provision be waived except by a writing signed by the party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given.

Section 6. Each Party represents and warrants to the other that it has full authority to execute this Agreement and implement its terms and conditions.

Section 7. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application thereof to any person or entity or under any circumstances, is invalid or unenforceable to any extent under applicable law, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the parties as evidenced by the provision so severed.

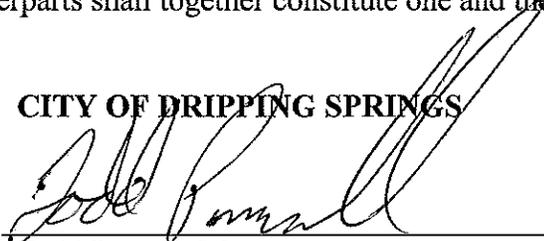
Section 8. In addition to all the rights and remedies provided by the laws of the state, in the event the District violates the terms and provisions of this Agreement, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions prescribed in this Agreement.

Section 9. 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 Exhibit(s) hereto.

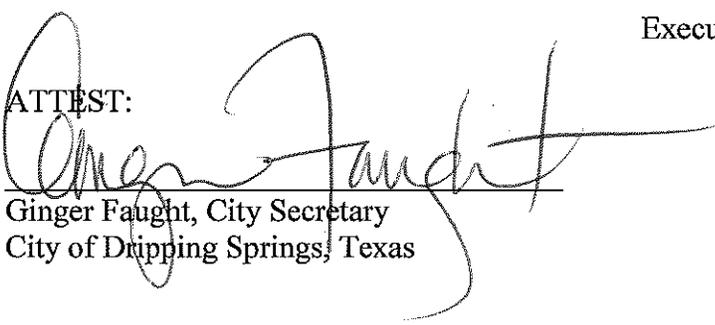
Section 10. This Agreement shall be effective from the date of execution hereof by the City and the Partnership, and shall continue in effect for a period of 15 years from the date of the execution hereof by the District or until such time as all District Bonds shall have been repaid, whichever is later; provided, however, if the creation of the District has not been confirmed at an election conducted on or before the first Saturday of May in the year 2005, then this Agreement may, at the option of the Partnership or the City, be terminated by written notice.

IN WITNESS HEREOF, each of the parties has caused this Agreement to be executed by its undersigned duly authorized representative, in multiple counterparts, each of which shall be deemed an original, as of the date indicated below, it being understood that all parties need not sign the same counterparts and all of such counterparts shall together constitute one and the same instrument.

CITY OF DRIPPING SPRINGS

By: 
Todd Purcell, Mayor
City of Dripping Springs, Texas

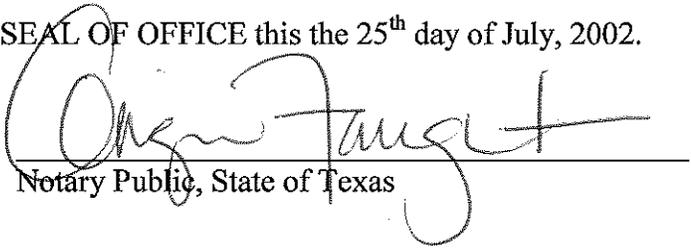
Executed on July 25th, 2002

ATTEST:

Ginger Faught, City Secretary
City of Dripping Springs, Texas

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Purcell, Mayor of the City of Dripping Springs, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said City of Dripping Springs.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of July, 2002.


Notary Public, State of Texas



**HAYS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 4**

By: 
(Print Name): Emily Jane Monroe

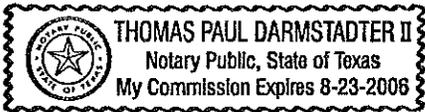
Title: President

Executed on March 4, 2004

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared Emily Jane Monroe, President of the Hays County Municipal Utility District No. 4, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the said Hays County Municipal Utility District No. 4.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of March, 2004.




Notary Public, State of Texas

By: **194 BUSH, LTD.**
DH Real Estate Investment Company dba DH
Investment Company, a Texas Corporation,
General Partner

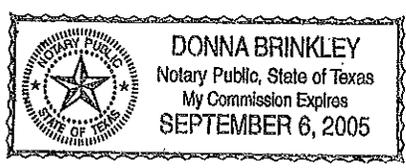
By: *Michael L. Schoenfeld*
Michael L. Schoenfeld, Vice President

Executed on July 25th, 2002

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Schoenfeld, Vice President of DH Real Estate Investment Company dba DH Investment Company, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of July, 2002.



Donna Brinkley
Notary Public, State of Texas

EXHIBIT "A"

"HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4"**Metes & Bounds Description**

for

780 acres of land, more or less, in Hays County, Texas

FIELD NOTE DESCRIPTION OF 193.926 ACRES OF LAND OUT OF THE WILLIAM S. HOLTON SURVEY NO. 57 ABSTRACT 245 IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (186.61 ACRE) TRACT CONVEYED TO THE C.F. BUSH FAMILY LIMITED PARTNERSHIP BY DEEDS RECORDED IN VOLUME 1266 PAGE 867 AND VOLUME 1354 PAGE 255 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS BUT EXCLUDING THOSE TRACTS PREVIOUSLY CONVEYED TO THE STATE OF TEXAS FOR RIGHT-OF-WAY AS RECORDED IN VOLUME 170 PAGE 318 AND VOLUME 170 PAGE 322 OF THE HAYS COUNTY DEED RECORDS, AND BEING ALL OF THAT (10.00 ACRE) TRACT CONVEYED TO THE C. F. BUSH FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN VOLUME 1354 PAGE 255 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron pipe found in the southwest line of Lot 13, Oak Run West, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 3 Page 77 of the Plat Records of Hays County, Texas, at the most easterly corner of that certain (200 Acre) tract conveyed from Carl A. Bible et ux. to Claude F. Bush, Jr. and Mary Pauline Bush by deed recorded in Volume 180 Page 422 of the Hays County Deed Records, and being at the Northeast corner of that certain (186.61 Acre) tract conveyed to the C.F. Bush, Jr. Family Limited Partnership by deeds recorded in Volume 1266 Page 867 and Volume 1354 Page 255 of the Hays County Official Public Records, and being the Northwest corner of that certain (20.54 Acres) tract conveyed to William R. Schneider by deed recorded in Volume 443 Page 840 of the Hays County Real Property Records, and being the Northeast corner and **PLACE OF BEGINNING** of the herein described tract:

THENCE with the east line of said Bush (200 Acre) tract, **S 08 deg. 07' 52" E 2225.11 ft.** to a ½ inch iron pipe found at the intersection of the east line of said Bush (200 Acre) tract and the north right-of-way line of U.S. Highway 290, and being in the north line of that certain (4.09 Acre) tract conveyed to the State of Texas by deed recorded in Volume 170 Page 318 of the Hays County Deed Records, and being the Southwest corner of that certain tract conveyed to David T. Rush by deed recorded in Volume 354 Page 796 of the Hays County Deed Records, and being the Southeast corner of this tract;

THENCE with the north right-of-way line of U.S. Highway 290, the following six courses:

- 1) **S 70 deg. 52' 57" W 58.87 ft.** to a concrete monument found at a point of curvature;
- 2) a curve to the left, having a radius of 5829.65 ft., an arc length of 408.49 ft., and a chord bearing of **S 62 deg. 59' 57" W 408.41 ft.** to a concrete monument found at a point of tangency;
- 3) **S 60 deg. 58' 12" W** at 1388.86 ft. passing a 14" wood fence corner post in the common line of said Bush (200 Acre) tract and that certain (300 Acre) tract conveyed from Ernest T. Leonard to Claude F. Bush, Jr. and Mary Pauline Bush by deed recorded in Volume 175 Page 619 of the Hays County Deed Records, and continuing on the same course 489.74 ft. more, for a total distance of **1878.59 ft.**, to a concrete monument found;
- 4) **S 49 deg. 31' 22" W 203.73 ft.** to a concrete monument found;
- 5) **S 60 deg. 57' 04" W 339.85 ft.** to a ½ inch iron rod set with plastic cap marked "Carson and Bush Professional Surveyors" in the south line of said Bush (300 Acre) tract, and being a point in the north line of that "old road" conveyed to the State Highway Department of Texas by right-of-way deed recorded in Volume 107 Page 576 of the Deed Records of Hays County, Texas;
- 6) **S 68 deg. 37' 00" W 224.56 ft.** to a ½ inch iron rod set with plastic cap marked "Carson and Bush Professional Surveyors" in the east line of that certain (249.949 Acre) tract conveyed to 4-J Land Company, Inc. by deed recorded in Volume 324 Page 387 of the Hays County Deed Records, and being the Southwest corner of this tract:

THENCE crossing the interior of said Bush (300 Acre) tract with the common line of said 4-J Land Company (249.949 Acre) and said C.F. Bush, Jr. Family Limited Partnership (186.61 Acre) tract, the following four courses:

- 1) **N 22 deg. 07' 34" W** at 269.78 ft. passing a 5/8" iron rod found at the Southeast corner of Lot 99, Heritage Oaks Section 2-A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2 Page 115 of the Hays County Plat Records, and continuing on the same course at 150.4 ft. passing the record most southerly corner of that certain (10.00 Acre) tract conveyed to the C.F. Bush, Jr. Family Limited Partnership by deed recorded in Volume 1354 Page 255 of the Hays County Official Public Records, and continuing on the same course at 189.70 ft. passing a 5/8" iron rod found at the Northeast corner of said Lot 99, and continuing on the same course 293.70 ft. more, for a total distance on this bearing of **903.58 ft.**, to a 5/8" iron rod found;
- 2) **N 22 deg. 03' 40" W** at 293.70 ft. passing the record most westerly corner of said C.F. Bush, Jr. Family Limited Partnership (10.00 Acre) tract, and continuing on the same course 452.11 ft., more for a total distance of **700.03 ft.**, to a 60 D nail found in the top of a fence corner post in the south line of Lot 104 of said Heritage Oaks Section 2-A;
- 3) **N 60 deg. 38' 24" E 1054.57 ft.** to a 60 D nail found in top of a fence corner post at the most easterly southeast corner of Lot 109 of said Heritage Oaks Section 2-A;
- 4) **N 11 deg. 16' 37" E 3008.40 ft.** to a 1/2 inch iron rod found in the northeast line of said Bush (200 Acre) tract, being a point in the southwest line of Lot 24 of said Oak Run West, and being at the most northerly corner of said C.F. Bush Family Limited Partnership (186.61 Acre) tract, and being the most easterly corner of said 4-J Land Company tract, and being the most easterly corner of Lot 124 of said Heritage Oaks Section 2-A, and being the most northerly corner of this tract;

THENCE with the northeast line of said Bush (200 Acre) tract, the following three courses:

- 1) **S 46 deg. 58' 20" E** at 229.64 ft. passing a 1/2 inch iron rod found at the most southerly corner of Lot 23 of said Oak Run West, and continuing on the same course 30.05 ft. more, for a total distance on this bearing of **259.69 ft.**, to a 60 D nail found at the base of a fence corner post;
- 2) **S 50 deg. 34' 08" E** at 147.83 ft. passing a 1/2 inch iron rod found at the most southerly corner of Lot 22 of said Oak Run West and continuing on the same course 108.10 ft. more, for a total distance of **255.93 ft.**, to a 1/2 inch iron rod found;

3) S 50 deg. 40' 00" E at 461.95 ft. passing a ½ inch iron rod found at the most southerly corner of Lot 19 of said Oak Run West, and continuing on the same course at 540.89 ft. passing a ½ inch iron rod found at the most southerly corner of Lot 16 of said Oak Run West, and continuing on the same course 441.13 ft more, for a total distance on this bearing of 1443.97 ft., to the Place of Beginning, containing 193.926 Acres of land.

SURVEYED: January 19, 2001

BY:



Holt Carson

Registered Professional Land Surveyor No. 5166

see accompanying map no. B596002a



EXHIBIT "B"

**BUSH RANCH
Variances**

Criteria (with reference to current Dripping Springs Subdivision Ordinance, if applicable)

Existing City Standards

Standards Approved for the Project

9.F.2,3 & 11.D.2 Approval-Preliminary Plat

6 Months

Life of Agreement

15.J.4. Street Frontage, minimum (at building line) of platted lot

General:100 feet
Cul-de-sac lot: 60 feet

General: 50 feet
Cul-de-sac lot: 30 feet
Flag lot: 20 feet

15.J.6,7,8 Setbacks, Minimums
Single Family Residential

30' front; 10' side, 30' rear

20' front; 20' rear; , 10' side with minimum 5' of separation on each side yard for conventional lots and a minimum of 10' separation between zero lot line structures.

Criteria (with reference to current Dripping Springs Subdivision Ordinance, if applicable)	Existing City Standards	Standards Approved for the Project
Lot Density and Sizes:		
Central Water/Central Sewer		
Average Platted Lot Density	.75 acre per lot	No Change
Minimum Platted Lot Size	.5 acre	5,000 square feet
Central Water/Septic Tank		
Average Platted Lot Density	1 acre per lot	No Change
Minimum Lot Size	.75 acre	½ acre
Minimum Lot Sizes in Buffer Zones	3 acres	Minimum of 1 acre and any such lot must contain at least ½ acre of land outside of the buffer zone. No Impervious Cover allowed in Buffer.

**BUSH RANCH
Variances**

Criteria (with reference to current Dripping Springs Subdivision Ordinance, if applicable)

Existing City Standards

Standards Approved for the Project

9.F.2.3 & 11.D.2 Approval Preliminary Plat

6 Months

Life of Agreement

15.J.4. Street Frontage, minimum (at building line) of platted lot

General: 100 feet
 Cul-de-sac lot: 60 feet

General: 50 feet
 Cul-de-sac lot: 30 feet
 Flag lot: 20 feet

15.J.6,7,8 Setbacks, Minimums
 Single Family Residential

30' front; 10' side, 30' rear

20' front; 10' cumulative side, 20' rear

Lot Density and Sizes:

Central Water/Central Sewer

Average Platted Lot Density

.75 acre per lot
 (Current Ordinance – However, Bush was final plated when ordinance requirement was .5 acre average)

.5 acre per lot

Minimum Platted Lot Size

.5 acre

5,000 square feet

Central Water/Septic Tank

Average Platted Lot Density

1 acre per lot

No Change

Minimum Lot Size

.75 acre

½ acre

Minimum Lot Sizes in Buffer Zones

3 acres

Minimum of 1 acre and any such lot must contain at least ½ acre of land outside of the buffer zone. No Impervious Cover allowed in Buffer.

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item # 5.



70 2010 10032815

Instrument Number: 2010-10032815

As

Recorded On: November 23, 2010

OPR RECORDINGS

Parties: DRIPPING SPRINGS CITY OF

Billable Pages: 22

To HAYS COUNTY MUNICIPAL UTILITY DISTRICT 4

Number of Pages: 23

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	100.00
Total Recording:	100.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-10032815
Receipt Number: 260193
Recorded Date/Time: November 23, 2010 11:29:03A
Book-Vol/Pg: BK-OPR VL-4017 PG-151
User / Station: A Herzog - Cashiering #4

Record and Return To:

CITY OF DRIPPING SPRINGS
P.O. BOX 384
DRIPPING SPRINGS TX 78620



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda C. Fritsche, County Clerk

STRATEGIC PARTNERSHIP AGREEMENT
between the
CITY OF DRIPPING SPRINGS, TEXAS
and the
HAYS COUNTY MUNICIPAL UTILITY DISTRICT # 4

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Strategic Partnership Agreement ("Agreement") is between THE CITY OF DRIPPING SPRINGS, TEXAS, a Type A general law municipal corporation (the "City"), acting by and through its duly authorized Mayor, and the HAYS COUNTY MUNICIPAL UTILITY DISTRICT # 4, a Texas municipal utility district (the "District"), acting by and through its duly authorized Board of Directors, under the authority of Section 43.0751 of the Local Government Code, as amended, (the "Act") and Chapters 49 and 54 of the Texas Water Code, as amended.

RECITALS:

- A. Texas Local Government Code, Section 43.0751 (the "Act"), authorizes a city and a municipal utility district to negotiate and enter into a strategic partnership agreement by mutual consent.
- B. The District and the City desire that effective, efficient, and responsible local government be provided to citizens of the District and the City before, during, and after the City annexes the District for full purposes. To that end, the District and the City also desire to avoid any unnecessary duplication of services and taxes, and to provide for the orderly and seamless succession of the District.
- C. By this Agreement, the Parties intend to enter into a strategic partnership agreement regarding (i) terms and conditions of the City's limited purpose annexation of the 85.976-acre commercial portion of the District (the Tract), in accordance with Section 43.0751 of the Local Government Code; (ii) to provide for the earliest date by which the City could annex the entire District into the full purpose municipal jurisdiction of the City; and (iii) to provide for the District's delivery of services prior to Full Purpose Annexation of the District.
- D. The District and the City acknowledge that this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forgo annexation of the District.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the District and the City agree as follows:

ARTICLE I FINDINGS

- 1.1 The District is a municipal utility district created pursuant to Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code.
- 1.2 The District's boundaries include 193.926 acres of land in Hays County shown in **Exhibit A**, all of which is located outside of the corporate limits of the City and within the extra-territorial jurisdiction ("ETJ") of the City.
- 1.3 The land subject to this Agreement consists of approximately 85.976 acres, more or less, all of which are located within the District and within the ETJ of the City as shown on **Exhibit B** and described in **Exhibit C** attached to this Agreement (the "Tract").
- 1.4 The District and City acknowledge and agree that, in accordance with the requirements of subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits which are reasonable and equitable to both the District and the City.
- 1.5 The City and the District desire to enter into this Agreement providing for limited purpose annexation of the Tract for the purpose of collecting Sales and Use Tax Revenues within the annexed areas in accordance with subsection (k) of the Act.
- 1.6 The District provided notice of two public hearings concerning the adoption of this Agreement and the proposed limited purpose annexation of the Tract, in accordance with the procedural requirements of the Act.
- 1.7 The Board of Directors of the District (the "Board") conducted two public hearings regarding this Agreement and the proposed Limited Purpose Annexation of the Tract, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed Limited Purpose Annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act on September 8, 2010, at noon at 600 Congress Avenue, Suite 2100, Austin, Texas 78701; and on September 13, 2010, at noon at 235 Ledge Stone Drive, Austin, Texas 78737.
- 1.8 The Board of Directors of the District approved this Agreement on September 13, 2010, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.
- 1.9 The City provided notice of two public hearings concerning the adoption of this Agreement and the proposed Limited Purpose Annexation of the Tract, in accordance with the procedural requirements of the Act.

- 1.10 The City Council conducted two public hearings regarding this Agreement and the proposed Limited Purpose Annexation of the Tract, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed Limited Purpose Annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on September 9, 2010 at 5:30 p.m., at the Dripping Springs City Council Chambers at 515 Mercer Street, Dripping Springs, Texas 78620 and on September 14, 2010, at 7:00 p.m., again at the City Council Chambers.
- 1.11 The City Council approved this Agreement on September 21, 2010, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.
- 1.12 All procedural requirements imposed by law for the execution and adoption of this Agreement have been met.

ARTICLE II DEFINITIONS

- 2.1 The "Act" means Texas Local Government Code § 43.0751.
- 2.2 "Agreement" means this Strategic Partnership Agreement between the City and the District.
- 2.3 "Board" means the Board of Directors of the District.
- 2.4 "City" means the City of Dripping Springs Texas, a Type A general law municipality located in Hays County.
- 2.5 "City Council" means the governing body of the City.
- 2.6 "City Administrator" means the chief administrative officer of the City.
- 2.7 "Comptroller" means the Comptroller of Public Accounts of the State of Texas.
- 2.8 "Creation Agreement" means the July 25, 2002 Agreement Concerning Creation and Operation of Hays County Municipal Utility District No. 4 and Lands within the District, by and among the City, the District, and 194 Bush, Ltd., a Texas limited partnership, including any partial assignments as authorized therein and future amendments thereto.
- 2.9 "District" means the Hays County Municipal Utility District No.4.
- 2.10 "Effective Date" means the date on which the City adopts this Agreement, as provided in § 3.3.

- 2.11 "Full Purpose Annexation" means full purpose annexation as provided for in the Act.
- 2.12 "Limited Purpose Annexation" means limited purpose annexation as provided for in the Act.
- 2.13 "Limited Purpose Annexation Period" means the period commencing on the effective date of the Limited Purpose Annexation of the Tract and ending upon the full purpose annexation or disannexation of such land.
- 2.14 "Limited Purpose Tract" means all or any portion of the Tract after it has been annexed for limited purposes under this Agreement.
- 2.15 "Notice" means notice as defined in § 9.3 of this Agreement.
- 2.16 "Landowner" means 194 Bush, Ltd., a Texas limited partnership, and 290 East Bush, Inc., a Texas corporation, and their successors and assigns.
- 2.17 "Party" means, individually, the City or the District, their successors and assigns.
- 2.18 "Tract" means that certain 85.976 acre tract located in Hays County, Texas as shown on **Exhibit B** and described on **Exhibit C**.
- 2.19 "Sales and Use Tax Revenues" means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Tract pursuant to the Act and Chapter 321 of the Tax Code, and to the extent not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority, or applicable law, ordinance, rule, or regulation.
- 2.20 "Tax Code" means the Texas Tax Code, as amended.

ARTICLE III LIMITED-PURPOSE ANNEXATION OF THE TRACT

- 3.1 Generally. Subject to the terms of this Agreement, the District and the City agree that the City, from time to time, shall annex all non-residential property within the Tract and may annex all or any other portion of the Tract for the limited purpose of collecting Sales and Use Tax Revenues within the Tract pursuant to Subsection (k) of the Act.
- 3.2 Limited Purpose Annexation Procedures. The District acknowledges that the City Council may adopt a Limited Purpose Annexation ordinance at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and further acknowledges that no additional notices, hearings, or other procedures are required by law in order to approve such Limited Purpose Annexation of all or any portion of the Tract from time to time.

- 3.3 Effective Date. Pursuant to subsection (c) of the Act, this Agreement is effective on September 21, 2010, the date of adoption of this Agreement by the City.
- 3.4 Filing in Property Records. On or after the Effective Date, the City shall file this Agreement in the Real Property Records of Hays County, Texas. **As provided in § 43.0751(c) of the Act, this Agreement binds each owner and each future owner of land included within the District's boundaries.**
- 3.5 Property Taxes and District Liability for Debts of the City. During the term of this Agreement, except as provided in Article IV regarding Sales and Use Tax, (i) owners of taxable property within the District (by reason of mere ownership of that land), shall not be liable for any present or future debts of the City until Full Purpose Annexation takes effect in accordance with Article VI, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District until Full Purpose Annexation takes effect in accordance with Article VI, or as otherwise authorized by future statutory amendments.
- 3.6 Powers and Functions Retained by the District. After Limited Purpose Annexation under this Agreement, the District shall continue to be authorized to exercise all powers and functions of the District, and to provide the services authorized by those powers within its boundaries, pursuant to existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness and obligations will remain the responsibility of the District. Except as provided by law upon Full Purpose Annexation, neither the City nor any owners of taxable property within the City (by reason of mere ownership of that land) shall be liable for any present or future debts of the District.
- 3.7 Continuing Right. The City's rights to annex all or any portion of the Tract for the limited purpose of collecting Sales and Use Tax Revenues within the Tract are continuing, and may be exercised through the adoption of multiple annexation ordinances for portions of the Property.

**ARTICLE IV
VOTING RIGHTS IN THE DISTRICT**

- 4.1 Qualified Voters. The qualified voters residing within the Limited Purposes Tract may vote in City elections pursuant to Local Government Code Sections, 43.0751 (q) and 43.130. Voting rights are subject to all federal and state laws and regulations.
- 4.2 Eligibility to Vote. On or before the 5th day before date of the first election held in which the residents of the Limited Purpose Tract are entitled to vote as set out in § 4.1, the City at its own expense, shall publish a quarter page advertisement in the newspaper of general circulation in the City notifying residents of the Limited Purpose Tract of their eligibility to vote in the election and stating the location of

all polling places within the City. The District, at its own expense, may provide for similar notice in a newspaper of general circulation in the District or otherwise.

ARTICLE V SALES AND USE TAX

- 5.1 Imposition of Sales and Use Tax. The City shall impose a sales and use tax within the Limited Purpose Tract pursuant to subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate of 1.25% or other rate allowed under Chapter 321 of the Tax Code and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Tax Code Section 321.102.
- 5.2 Payment of Sales and Use Tax to the District. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to 50% of the Sales and Use Tax Revenues reported on the "Confidential Local Tax Information Report" for the Limited Purpose Tract provided by the Comptroller of Public Accounts ("Comptroller") and received by the City from the Comptroller after the date of the Limited Purpose Annexation of the Tract. The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within 30 days of the City's receipt of that Report from the Comptroller, by regular U.S. Mail or other method of delivery mutually acceptable to the Parties. Government Code Chapter 2251 shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, the City is deemed to have received an invoice from the District on the date the City receives the sales tax from the Comptroller without further action from the District.
- 5.3 Amended and Supplemental Reports. The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax Revenues generated within the boundaries of the Limited Purpose Tract. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.
- 5.4 Reporting. Within 30 days of the City's receipt of each sales tax report provided by the Comptroller, the City shall deliver to the District a condensed version of the report, containing only the contents relating to retail sales tax collected and retailers in the Limited Purpose Tract.
- 5.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, within 10 days after the City Council annexes any portion of the Tract for limited purposes. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Tract.

- 5.6 District Use of Sales and use Tax Revenue. The District may use the Sales and Use Tax revenue provided in Section 4.02 for any lawful purpose. The District may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax revenue payments provided by Section 4.02 have been made to the District in accordance with this Agreement.
- 5.7 District Audit Rights. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the District on 30 days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the District or its representatives all books, records, documents and other evidence of accounting procedures or practices in form sufficiently maintained to reflect the collection of all Sales and Use Tax Revenues received by the City from the Limited Purpose Tract.
- 5.8 City Audit Rights. The District is required by law to prepare an annual audit within 120 days after the close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within 15 days after the audit is completed and approved and accepted by the District's board of directors. The District shall not unreasonably delay the approval of its annual audit.
- 5.9 Termination. Unless agreed, ordered or specifically provided otherwise, all Sales and Use Tax Revenues collected by the City from the Limited Purpose Tract after the date of termination of this Agreement shall be retained by the City and may be used for any lawful purpose.

ARTICLE VI SERVICES PROVIDED BY THE DISTRICT

- 6.1 Water, Sewer, and Drainage Services. The District shall continue to develop, to own, and to operate and to maintain a wastewater and drainage system in the District and the Tract. Additionally, the District shall cooperate with the Lower Colorado River Authority ("LCRA") in accordance with its responsibilities under its CCN and its agreements with the developer and the District to provide water service to properties within the District and to allow Developer to be reimbursed for water improvements within the District paid for by the Developer. Further as consideration of the receipt of funds from the City as described in this Agreement, the District shall use its best efforts to take one or a combination of the following actions for the benefit of the District, its landowners and residents:
- (a) Accelerate the development of the water, wastewater and drainage system improvements in the District (including the Tract) as necessary to encourage private investment in new construction in the District.
 - (b) Accelerate reimbursements to developers for eligible infrastructure development to encourage such development in the District;

- (c) Lower the overall property tax rate of the Landowners to encourage additional investment and development within the District;
- (d) Perform other District functions that might otherwise be diminished, curtailed, abbreviated or delayed by financial limitations.

ARTICLE VII FULL PURPOSE ANNEXATION

- 7.1 No Full Purpose Annexation. The City agrees that it will not commence a Full Purpose Annexation of the District until the latter of (i) 15 years from the Effective Date of this Agreement or (ii) the date following the completion of water, wastewater, roadway and drainage facilities required to serve at least 90% of the developable acreage within the District, or (iii) as otherwise provided in the Creation Agreement.
- 7.2 Full Purpose Annexation Procedures. In accordance with Section 43.0751 of the Texas Local Government Code, the City's full-purpose annexation conversion date as set forth in § 7.1, shall include the land within the boundaries of the District and shall be deemed to be within the full-purpose boundary limits of the municipality without the need for further action by the City Council of the City. The full-purpose annexation conversion date established by a strategic partnership agreement may be altered only by mutual agreement of the District and the City.
- 7.3 Annexation of Portions of Tract. The District agrees to cooperate with and assist the City in annexing one or more areas in the Tract in the manner prescribed by law which does not result in the dissolution of the District, none of which may exceed 525 feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas to the City that are outside the District and that the City intends to annex. The City agrees that such areas shall be located within right-of-way areas or along lot lines whenever possible. Notwithstanding the zoning designation approved for the annexed area, such area may be developed and used in accordance with the Creation Agreement.

ARTICLE VIII DEFAULT/REMEDIES

- 8.1 Default. In the event of a default under or violation of this Agreement, the non-defaulting party shall send the defaulting party notice describing the breach in reasonable detail. Except as otherwise specifically provided in this Agreement, the defaulting party shall have thirty (30) days following receipt of the notice of

default or violation to initiate steps to cure the default or violation. The defaulting party shall thereafter have sixty (60) days to cure the default or violation. If the defaulting party fails to timely initiate steps to cure or to thereafter diligently proceed to cure, the non-defaulting party may bring suit to enforce this Agreement and seek any remedy provided at law or in equity.

ARTICLE IX MISCELLANEOUS

- 9.1 Approval. This Agreement shall not be effective until it is approved and executed by the respective governing bodies of the City and the District.
- 9.2 Term. The term of this Agreement shall commence on the Effective Date and continue thereafter until 12:01 a.m. on the day immediately following the date the City annexes the District for full purpose in accordance with this Agreement. The provisions of this Agreement relating to the collection of Sales and Use Tax Revenues will automatically terminate with regard to any portion of the Limited Purpose Tract upon disannexation or full purpose annexation of the Tract.
- 9.3 Notices. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this § 9.3. All notices shall be in writing and delivered, either by personal delivery or commercial delivery service to the office of the person to whom the notice is directed, or by United States Mail, postage prepaid, as a registered or certified item, return receipt requested. Notices delivered by personal delivery or commercial delivery service shall be deemed to have been given upon receipt at the office of the person to whom the notice is directed. Notices delivered by mail shall be deemed to have been given on the third day after the date such notice is deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may also be provided by facsimile transmission. Facsimile notice shall be deemed to have been given upon the sender's receipt of electronic confirmation of delivery to the facsimile station indicated below.

The proper address and facsimile number for the District is as follows:

Hays County Municipal Utility District # 4
Attention: Phil Haag
McGinnis, Lochridge and Kilgore, LLP
600 Congress Ave. Suite 2100
Austin, Texas 78701
Tel No. (512-495-6008)
Fax No. (512-505-6308)

The proper address and facsimile number for the City is as follows:

City Administrator
City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
Tel No. (512) 858 – 4725
Fax No. (512) 858 – 5646

with a copy to:

Alan Bojorquez
Bojorquez Law Firm, LLP
12325 Hymeadow Drive, Building 2, Suite 100
Austin, Texas 78750
Fax: 512-250-0749

Any Party may change the address or facsimile number for notices specified above by giving the other party ten (10) days' advance written notice of such change of address or facsimile number.

- 9.4 Assignment. This Agreement may not be assigned or partially assigned by either party without the prior written consent of the non-assigning party, which shall not be unreasonably withheld. If the citizens of the City vote and the City converts to a Home Rule city, this Agreement shall remain in full force and effect.
- 9.5 Governing Law. THIS AGREEMENT MUST BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY, AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN HAYS COUNTY, TEXAS.
- 9.6 No Oral Modification. This Agreement may not be supplemented, modified or amended, except by written agreement with approval of the governing bodies of the District and the City.
- 9.7 No Oral Waiver. The parties may waive any of the conditions or obligations of the other party under this Agreement, but any such waiver shall be effective only if in writing and signed by the waiving party.
- 9.8 Headings, Gender, etc. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires (a) words of any gender are deemed to include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively.
- 9.9 Partial Invalidity. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law

applicable to the terms hereof, then and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

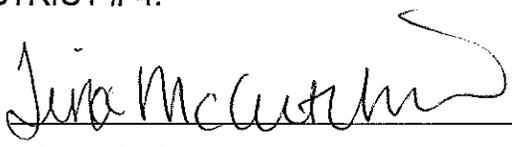
- 9.10 Authorization. Each party executing this Agreement on behalf of the District and the City possesses all requisite authority to execute this Agreement on that such party's behalf.
- 9.11 Holidays. If any deadline, or any date on which any duties or obligations under this Agreement are to be performed falls on a Saturday, Sunday or legal holiday, that date is automatically extended to the next business day.
- 9.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference and for the purposes set forth in this Agreement, as follows:

- Exhibit A Boundaries of the District
- Exhibit B Map of the Tract
- Exhibit C Legal Description of the Tract

(Signature Page to Follow)

EXECUTED and EFFECTIVE as of the Effective Date.

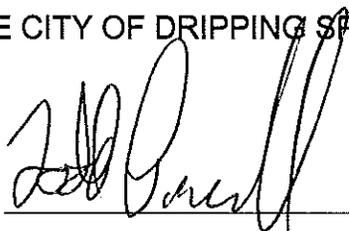
HAYS COUNTY MUNICIPAL UTILITY
DISTRICT # 4:

By: 
Tina McCutchin, President, Board of Directors

ATTEST:


Paul Heiligenthal, Assistant Secretary, Board of
Directors

THE CITY OF DRIPPING SPRINGS:

By: 
Todd Purcell, Mayor

ATTEST:


Jo Ann Touchstone, City Secretary

EXHIBIT A

BOUNDARIES OF THE DISTRICT

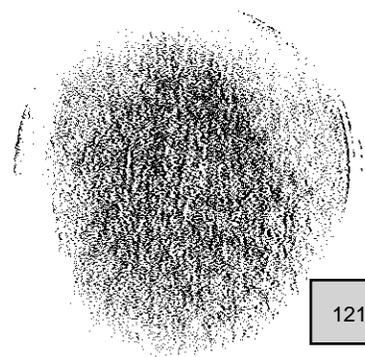
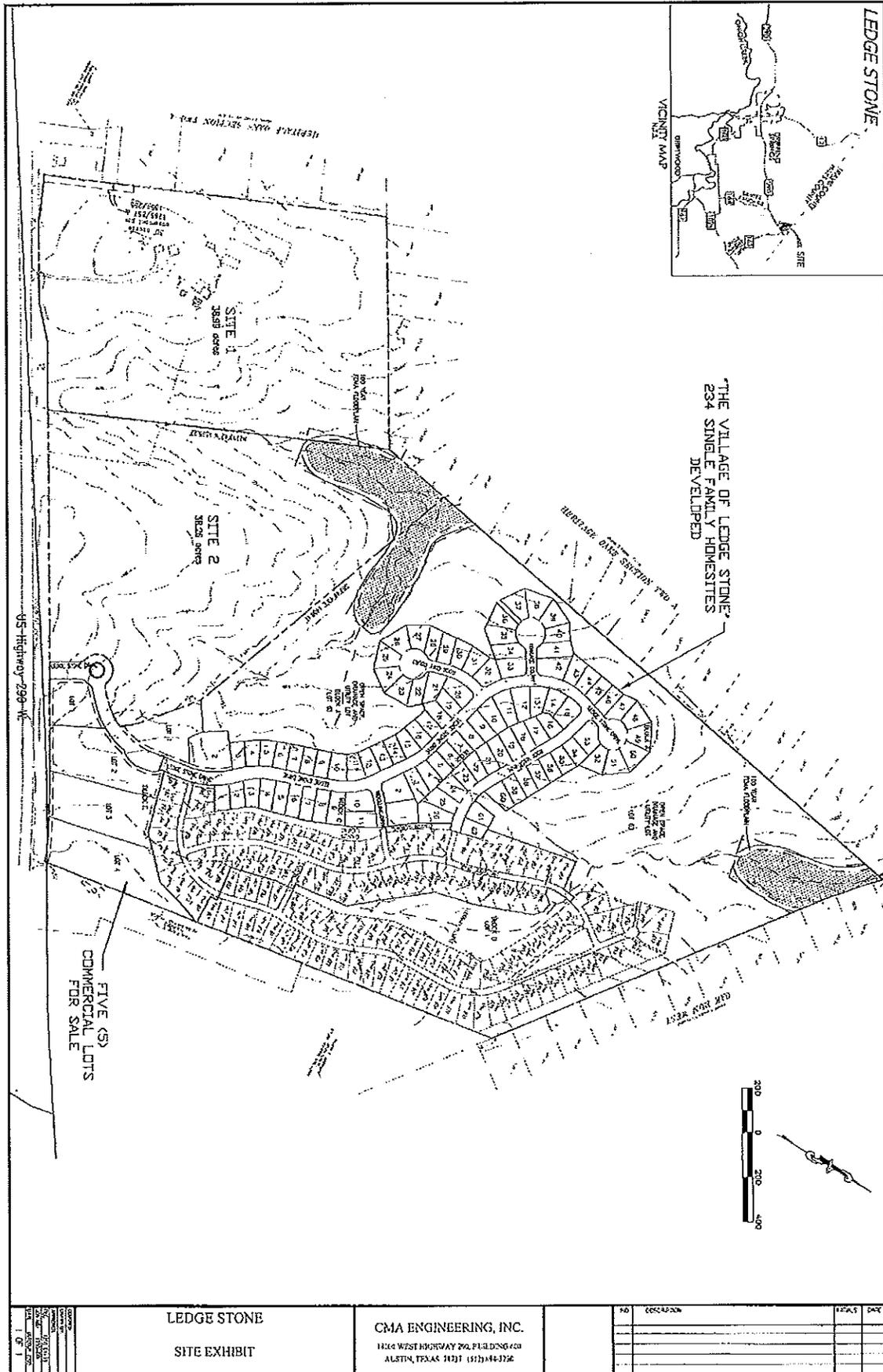


EXHIBIT "A"



LEDGE STONE SITE EXHIBIT	CMA ENGINEERING, INC. 1424 WEST HIGHWAY 290, FLD DONG CO AUSTIN, TEXAS 78717 (512)44-1724	NO.	DESCRIPTION	DATE	DATE

CARSON AND BUSH**PROFESSIONAL SURVEYORS, INC.**1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084Bk Vol Ps
10032815 OPR 4017 167

January 19, 2001

FIELD NOTE DESCRIPTION OF 193.926 ACRES OF LAND OUT OF THE WILLIAM S. HOLTON SURVEY NO. 57 ABSTRACT 245 IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (186.61 ACRE) TRACT CONVEYED TO THE C.F. BUSH FAMILY LIMITED PARTNERSHIP BY DEEDS RECORDED IN VOLUME 1266 PAGE 867 AND VOLUME 1354 PAGE 255 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS BUT EXCLUDING THOSE TRACTS PREVIOUSLY CONVEYED TO THE STATE OF TEXAS FOR RIGHT-OF-WAY AS RECORDED IN VOLUME 170 PAGE 318 AND VOLUME 170 PAGE 322 OF THE HAYS COUNTY DEED RECORDS, AND BEING ALL OF THAT (10.00 ACRE) TRACT CONVEYED TO THE C. F. BUSH FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN VOLUME 1354 PAGE 255 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron pipe found in the southwest line of Lot 13, Oak Run West, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 3 Page 77 of the Plat Records of Hays County, Texas, at the most easterly corner of that certain (200 Acre) tract conveyed from Carl A. Bible et ux. to Claude F. Bush, Jr. and Mary Pauline Bush by deed recorded in Volume 180 Page 422 of the Hays County Deed Records, and being at the Northeast corner of that certain (186.61 Acre) tract conveyed to the C.F. Bush, Jr. Family Limited Partnership by deeds recorded in Volume 1266 Page 867 and Volume 1354 Page 255 of the Hays County Official Public Records, and being the Northwest corner of that certain (20.54 Acres) tract conveyed to William R. Schneider by deed recorded in Volume 443 Page 840 of the Hays County Real Property Records, and being the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE with the east line of said Bush (200 Acre) tract, S 08 deg. 07' 52" E 2225.11 ft. to a ½ inch iron pipe found at the intersection of the east line of said Bush (200 Acre) tract and the north right-of-way line of U.S. Highway 290, and being in the north line of that certain (4.09 Acre) tract conveyed to the State of Texas by deed recorded in Volume 170 Page 318 of the Hays County Deed Records, and being the Southwest corner of that certain tract conveyed to David T. Rush by deed recorded in Volume 354 Page 796 of the Hays County Deed Records, and being the Southeast corner of this tract;

THENCE with the north right-of-way line of U.S. Highway 290, the following five courses:

- 1) S 70 deg. 52' 57" W 58.87 ft. to a concrete monument found at a point of curvature;
- 2) a curve to the left, having a radius of 5829.65 ft., an arc length of 408.49 ft., and a chord bearing of S 62 deg. 59' 57" W 408.41 ft. to a concrete monument found at a point of tangency;
- 3) S 60 deg. 58' 12" W at 1388.86 ft. passing a 14" wood fence corner post in the common line of said Bush (200 Acre) tract and that certain (300 Acre) tract conveyed from Ernest T. Leonard to Claude F. Bush, Jr. and Mary Pauline Bush by deed recorded in Volume 175 Page 619 of the Hays County Deed Records, and continuing on the same course 489.74 ft. more, for a total distance of 1878.59 ft., to a concrete monument found;

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193.926 Acres

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4) S 49 deg. 31' 22" W 203.73 ft. to a concrete monument found;

5) S 60 deg. 57' 04" W 339.85 ft. to a ½ inch iron rod set with plastic-cap marked "Carson and Bush Professional Surveyors" in the south line of said Bush (300 Acre) tract, at an angle point in the south line of this tract;

THENCE leaving the north right-of-way line of U.S. Highway 290 with the south line of said Bush (300 Acre) tract, S 68 deg. 37' 00" W 224.56 ft. to a ½ inch iron rod set with plastic cap marked "Carson and Bush Professional Surveyors" in the east line of that certain (249.949 Acre) tract conveyed to 4-J Land Company, Inc. by deed recorded in Volume 324 Page 387 of the Hays County Deed Records, and being the Southwest corner of this tract;

THENCE crossing the interior of said Bush (300 Acre) tract with the common line of said 4-J Land Company (249.949 Acre) and said C.F. Bush, Jr. Family Limited Partnership (186.61 Acre) tract, the following four courses:

1) N 22 deg. 07' 34" W at 269.78 ft. passing a 5/8" iron rod found at the Southeast corner of Lot 99, Heritage Oaks Section 2-A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2 Page 115 of the Hays County Plat Records, and continuing on the same course at 150.4 ft. passing the record most southerly corner of that certain (10.00 Acre) tract conveyed to the C.F. Bush, Jr. Family Limited Partnership by deed recorded in Volume 1354 Page 255 of the Hays County Official Public Records, and continuing on the same course at 189.70 ft. passing a 5/8" iron rod found at the Northeast corner of said Lot 99, and continuing on the same course 293.70 ft. more, for a total distance on this bearing of 903.58 ft., to a 5/8" iron rod found;

2) N 22 deg. 03' 40" W at 293.70 ft. passing the record most westerly corner of said C.F. Bush, Jr. Family Limited Partnership (10.00 Acre) tract, and continuing on the same course 452.11 ft., more for a total distance of 700.03 ft., to a 60 D nail found in the top of a fence corner post in the south line of Lot 104 of said Heritage Oaks Section 2-A;

3) N 60 deg. 38' 24" E 1054.57 ft. to a 60 D nail found in top of a fence corner post at the most easterly southeast corner of Lot 109 of said Heritage Oaks Section 2-A;

4) N 11 deg. 16' 37" E 3008.40 ft. to a ½ inch iron rod found in the northeast line of said Bush (200 Acre) tract, being a point in the southwest line of Lot 24 of said Oak Run West, and being at the most northerly corner of said C.F. Bush Family Limited Partnership (186.61 Acre) tract, and being the most easterly corner of said 4-J Land Company tract, and being the most easterly corner of Lot 124 of said Heritage Oaks Section 2-A, and being the most northerly corner of this tract;

THENCE with the northeast line of said Bush (200 Acre) tract, the following three courses:

1) S 46 deg. 58' 20" E at 229.64 ft. passing a ½ inch iron rod found at the most southerly corner of Lot 23 of said Oak Run West, and continuing on the same course 30.05 ft. more, for a total distance on this bearing of 259.69 ft., to a 60 D nail found at the base of a fence corner post;

2) S 50 deg. 34' 08" E at 147.83 ft. passing a ½ inch iron rod found at the most southerly corner of Lot 22 of said Oak Run West and continuing on the same course 108.10 ft. more, for a total distance of 255.93 ft., to a ½ inch iron rod found;

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page 3 of 3
193.926 acres

3) S 50 deg. 40' 00" E at 461.95 ft. passing a 1/2 inch iron rod found at the most southerly corner of Lot 19 of said Oak Run West, and continuing on the same course at 540.89 ft. passing a 1/2 inch iron rod found at the most southerly corner of Lot 16 of said Oak Run West, and continuing on the same course 441.13 ft more, for a total distance on this bearing of 1443.97 ft., to the Place of Beginning, containing 193.926 Acres of land.

SURVEYED: January 19, 2001

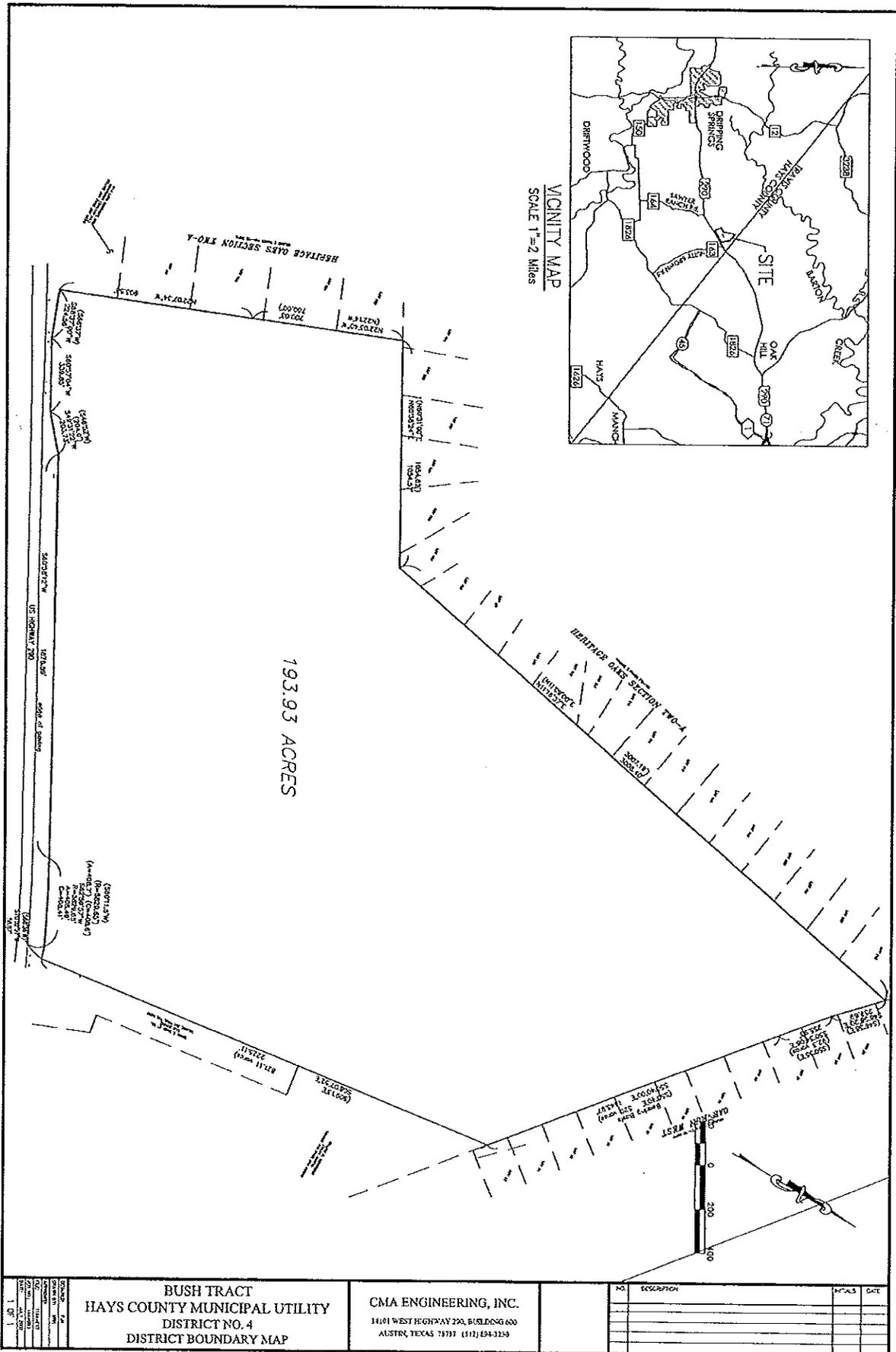
BY:



Holt Carson
Registered Professional Land Surveyor No. 5166



see accompanying map no.B596002a



BUSH TRACT
HAYS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 4
DISTRICT BOUNDARY MAP

CMA ENGINEERING, INC.
 14101 WEST HIGHWAY 290, BUILDING 600
 AUSTIN, TEXAS 78717 (512) 434-3338

NO.	DESCRIPTION	DATE

EXHIBIT B

MAP OF THE TRACT

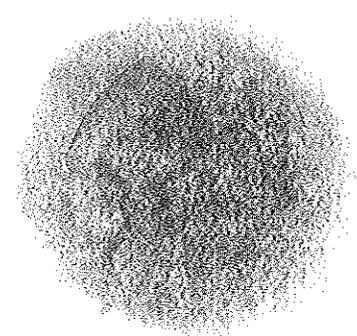
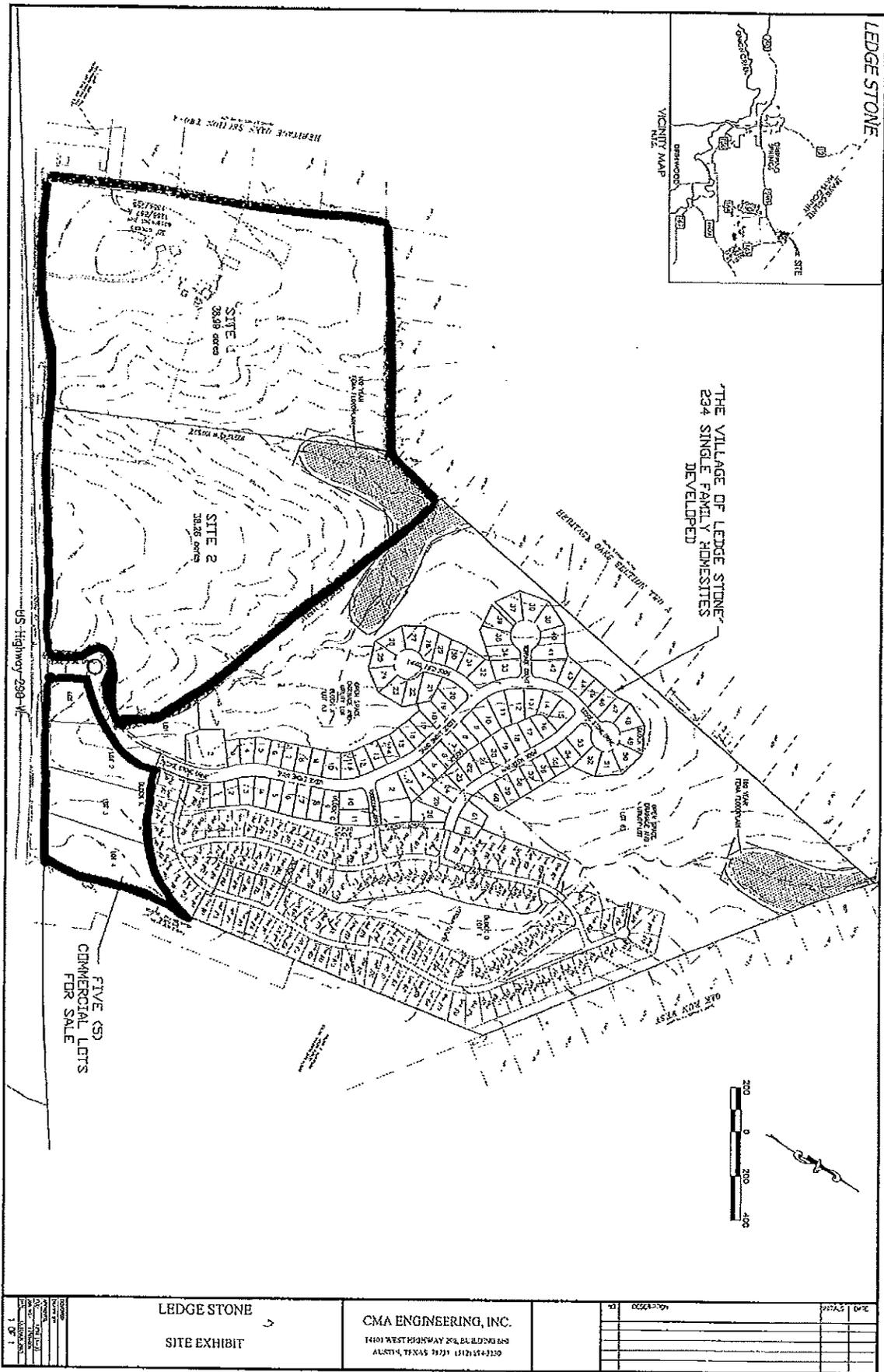


EXHIBIT "B"



LEDGE STONE
SITE EXHIBIT

CMA ENGINEERING, INC.
14100 WEST HIGHWAY 294, BUILDING 608
AUSTIN, TEXAS 78717 512/354-3130

NO.	DATE	BY	REVISION

Exhibit C
Legal Description of the Tract

85.976 acres, more or less, described as follows:

193.926 acres of land out of the William S. Holton Survey No. 57 Abstract 245 in Hays County, Texas, being all of that certain (186.61 acre) tract conveyed to the C.F. Bush Family Limited Partnership by deeds recorded in Volume 1266 Page 867 and Volume 1354 Page 255 of the Hays County Official Public Records but excluding those tracts previously conveyed to the State of Texas for right-of-way as recorded in Volume 170 Page 318 and Volume 170 Page 322 of the Hays County Deed Records, and being all of that (10.00 acre) tract conveyed to the C.F. Bush Family Limited Partnership by deed recorded in Volume 1354 Page 255 of the Hays County Official Public Records, said 193.936 acres having been conveyed to 194 Bush, Ltd, a Texas limited partnership, by deed recorded in Volume 1777 Page 305 of the Hays County Official Public Records;

Save and Except:

- that 106.79 acre tract conveyed to 290 East Bush Inc. by deed recorded in Volume 2872 Page 105 of the Hays County Official Public Records; and
- that 10 acre tract conveyed in five, 1/5th undivided interests to Virginia Lee Winfield, et al, by deeds recorded in Volume 2066 Pages 817 – 820 and Volume 2066 Pages 841 – 856 of the Hays County Official Public Records;

But specifically NOT Excepting or Excluding from the 193.926 acres, and therefore included in the 85.976 acres: that 8.840 acres consisting of Lots 1 – 4 Block E Bush Ranch Phase 1, Revised, recorded in Volume 14 Page 54, Plat Records, Hays County, Texas, even if contained within said 106.79 acre tract or within said 10-acre tract.



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

Submitted By: Kelly Schmidt, Parks & Community Services Director

City Council Meeting Date: December 7, 2021

Agenda Item Wording: Approval of a Letter of Support related to the City's Hays County Master Naturalist Firefly Project Grant Funding application for costs associated with upgrading Charro Ranch Park's native plant demonstration garden.

Agenda Item Requestor: Sherrie Parks

Summary/Background:

The master naturalists of Hays County would like to request a 'Letter of Support' for an upgrade to the native plant demonstration garden at Charro Ranch Park. We will be submitting a grant application to the master naturalists 'Firefly Project' for \$1500.00. Attached you will find four documents that will accompany the grant application:

The upgrade is needed as part of the educational mission of the park to give citizens a clear vision of how native and well adapted plants can provide value to wildlife, as well as ornamental value to properties, all the while using low to very low water, once established. All the plants will be native or well adapted to the Texas Hill Country (Edwards Plateau) ecosystem.

The labor to install the plan will be done by the master naturalists on their normal monthly workday over several months in the spring, 2022. The rainwater collection tank (currently full) will be the source of water that we will use for the initial planting and subsequent weekly to monthly watering's. If and/or the 2500 gallons is used up located in the tank, and it is not replenished enough by rainwater, the grant would cover the cost of one delivery of 2000 gallons of bulk water.

Once the plants are established within 1 1/2 years, watering can and will be scaled back appropriately to seasonal rainfall. General maintenance of the plants will be done as part of the regular monthly workdays.

Parks & Recreation Commission Recommendation: Recommend approval.

Attachments:

- 1) Project Grant Application
- 2) Line-Item Budget Summary
- 3) Plant Schedule and Costs from two wholesale nurseries
- 4) Graphic Plan of the Garden Upgrade, scale of 1/16" = 1' -0"

Next Steps/Schedule: Submit grant application. If grant is awarded, then a donation agreement will be submitted for approval.

CHARRO RANCH NATIVE PLANT GARDEN

LEGEND

EXISTING TREES:
 ESCARPMENT BLACK CHERRY EBC
 TX MT LAUREL TML
 MIMOSA MIM
 LIVE OAK LVO

NEW TREES:
 AMERICAN SMOKE TREE AST
 DESERT WILLOW DW
 LACEY OAK LO

EXISTING PERENNIALS/SHRUBS:
 AGARITA AGR
 LANTANA LAN
 FLAME ACANTHUS FA
 MEALY BLUE SAGE MB
 SPAN & ENG LAVENDER LAV
 ZEMENIA ZEX
 BLUE MISTFLOWR BM

NEW PERENNIALS/SHRUBS:
 CENIZO CEN
 WHITE MISTFLOWER WM
 BLACK DALEA BD
 TURK'S CAP TC
 PRAIRIE VERBENA PV
 FOUR NERVE DAISY FND
 BUTTERFLY WEED BW
 HORSEHERB HH

EXISTING GRASSES:
 LITTLE BLUESTEM LB
 BIG MUHLY BIG M
 YELLOW INDIANGRASS YI

NEW GRASSES:
 SIDE OATS GRAMA SOG
 MX FEATHERGRASS MF

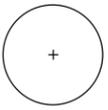
EXISTING SUCCULENTS:
 BEAKED YUCCA BY
 TX SOTOL SOT
 AM AGAVE AA
 RED YUCCA RY
 VAR. SM. CACTI

NEW SUCCULENTS:
 BEAR GRASS BG

EXISTING PLANTS



NEW PLANTS



GreenScapes by Sue
 www.greensue.com
 (713) 253-8222

CHARRO RANCH PARK
 22690 W. FM 150
 DRIFTWOOD, TX 78619

DRAWN BY:
SUE HARDING
 DATE:
 NOVEMBER 7, 2021
 SCALE:
 1/16" = 1'-0"
 SHEET TITLE:
 DESIGN OF
 NATIVE GA
 EXPANSI
 132

N



SCALE
 1/16" = 1'-0"



LINE ITEM BUDGET SUMMARY							
UPGRADE TO NATIVE PLANT DEMO GARDEN							
CHARRO RANCH PARK, DRIPPING SPRINGS, TX							
						NOTES	
PLANTS					\$ 815.55	SEE PLANT SCHEDULE WITH COST ESTIMATES FROM NATIVE TEXAS NURSERY	
DELIVERY OF PLANTS					\$ 150.00	FROM NATIVE TEXAS NURSERY 16019 MILO RD, AUSTIN, TX (NEAR THE AIRPORT)	
GARDEN ID TAGS & STAKES					\$ 382.40	FROM ETSY ONLINE GARDENTAGSTIC 2" X 3.5" ALUMINUM TAG & 9.5" STAKE \$11.95 PER TAG X 32 TAGS	
WATER DELIVERY FOR STORAGE TANK					\$ 150.00	H2O2U BULK WATER DELIVERY, DRIPPING SPRINGS	
GRAND TOTAL:					\$1,497.95		

Project Grant Application

Applicant Name: Sue Harding, phone: 712-253-8222, email: svrharding@gmail.com

Project #/Name: 1010 Charro Ranch Park

Describe the activities and key purpose of the project as it is today:

The key purpose of the Master Naturalist's involvement in Charro Ranch Park is to help restore, educate and promote a natural Hill Country experience for people of Dripping Springs and Hays County. To that end, one of the activities we do on our monthly workday is to help maintain and occasionally add to a native plant demonstration garden. The demo garden is located in the critical entry area of the park where people pass through to access running and walking trails, visit the bird blind, or access picnic areas.

Other activities covered in our monthly workdays are weeding and mulching trails, keeping invasive species in check, regularly thinning juniper thickets, filling the bird feeders and maintaining the water guzzler for the birds, participating in bird counts and bio blitzes, using brush to prevent cut-through paths throughout the park, and general trail upkeep.

How many volunteer hours were credited to the project in last 12 months? 284.50 hours, Jan-Nov

On average, how many MN volunteers work on your project in a given year? 21 volunteers this year

On average, how many non-MN volunteers work on your project in a given year? 7 volunteers (3 yr. avg.)

Describe how you would use a Grant to enhance/expand your Project:

Since educating the general public is part of our mission, we feel the native plant demo garden needs a significant upgrade in the following ways:

- 1) expand the number of species from the current 18 to 32 (adding 14 new species)
- 2) place plant ID tags at all 32 species
- 3) create a new brochure, placed in the information kiosk, that will give a short summary of the plants in the demonstration garden, and will highlight:
 - a. Plants that are beneficial to pollinators (hummingbirds, butterflies, bees)
 - b. That all species are native to the Hill Country or well adapted and thrive with low water
 - c. Not only the wildlife value but also the ornamental value for homeowners

The new design of the demo garden (see attached) would consolidate areas of native plants within clearly designated rock lined areas thereby making it easier for contract landscaping crews to mow around the native plants.

Amount requested: \$1500.00 (see Line-Item Budget Summary and Plant Schedule with Costs from 2 wholesale nurseries)

Timeline for Completion: MN workdays February, 2022 through May, 2022

PLANT SCHEDULE - UPGRADE TO NATIVE PLANT DEMONSTRATION GARDEN, CHARRO RANCH PARK, DRIPPING SPRINGS, TX							
Quantity	Botanical Name	Common Name	Size	Cost - NativeTXNurs.	Extension	Cost - LeafLdscp	Extension
TREES							
1	<i>Cotinus obovatus</i>	AMERICAN SMOKE TREE	5-7 GAL	5 gal 16.50	\$ 16.50	6-7 gal 80.00	\$ 80.00
1	<i>Chloopsis linearis 'Bubba'</i>	DESERT WILLOW	5-7 GAL	5 gal 15.50; 20 gal 110.00	\$ 15.50	3-5 gal 24.00	\$ 24.00
1	<i>Quercus laceyi</i>	LACEY OAK	5-7 GAL	30 gal 165.00	\$ 165.00	5 gal 28.00	\$ 28.00
SHRUBS							
7	<i>Dalea frutescens</i>	BLACK DALEA	3-5 GAL	1 gal 4.00	\$ 28.00	? None?	
5	<i>Leucophyllum frutescens</i>	CENIZO	3-5 GAL	5 gal 12.75	\$ 63.75	SanJose 3-5gal 24.00	\$ 120.00
8	<i>Anisacanthus quadrifidus</i>	FLAME ACANTHUS	3-5 GAL	2 gal 7.15	\$ 57.20	3 gal 17.60	\$ 140.80
8	<i>Malaviscus drummondii</i>	TURK'S CAP	3-5 GAL	2 gal 7.15	\$ 57.20	3-5 gal 22.40	\$ 179.20
6	<i>Ageratina havanensis</i>	WHITE MISTFLOWERT	3-5 GAL	2 gal 7.15	\$ 42.90	3 gal 17.60	\$ 105.60
PERENNIALS							
2	<i>Chromolaena odorata</i>	BLUE MISTFLOWER	1 GAL	Gregg's 1 gal 3.50	\$ 7.00	1 gal 6.40	\$ 12.80
5	<i>Asclepias tuberosa</i>	BUTTERFLY WEED	1 GAL	do not grow	\$ -	1 gal 6.40	\$ 32.00
1 FLAT	<i>Tetaneuris scaposa</i>	FOUR NERVE DAISY	4"	20 count 25.00	\$ 25.00	1 gal 7.20 18 ct.	\$ 129.60
2 FLATS	<i>Calyptocarpus vialis</i>	HORSEHERB	4"	20 count 23.00	\$ 46.00	20 count 31.00	\$ 62.00
7	<i>Salvia farinacea</i>	MEALY BLUE SAGE	1 GAL	1 gal 3.50	\$ 24.50	1 gal 6.40	\$ 44.80
18	<i>Glandularia bipinnatifida</i>	PRAIRIE VERBENA	1 GAL	1 gal 3.75	\$ 67.50	1 gal 8.00	\$ 144.00
5	<i>Wedelia texana</i>	ZEXMENIA	1 GAL	1 gal 3.50	\$ 17.50	1 gal 6.40	\$ 32.00
GRASSES							
2	<i>Schizachyrium scoparium</i>	LITTLE BLUESTEM	1 GAL	1 gal 3.50	\$ 7.00	1 gal 6.40	\$ 12.80
8	<i>Nassella tenuissima</i>	MEXICAN FEATHERGRASS	1 GAL	1 gal 3.50	\$ 28.00	1 gal 7.20	\$ 57.60
5	<i>Bouteloua curtipendula</i>	SIDE OATS GRAMA	1 GAL	1 gal 3.75	\$ 18.75	1 gal 6.40	\$ 32.00
2	<i>Sorghastrum nutans</i>	YELLOW INDIANGRASS	1 GAL	do not grow	\$ -	hard to find; 1 gal 6.40	\$ 12.80
SUCCULENTS							
4	<i>Nolina texana</i>	BEAR GRASS	1 GAL	no; N. lindheimeri 5 gal 15.00	\$ 60.00	1 gal 6" 12.00	\$ 48.00
3	<i>Hesperaloe parviflora</i>	RED YUCCA	3-5 GAL	5 gal 12.75	\$ 38.25	5 gal 28.00	\$ 86.40
2	<i>Dasylyrion texaum</i>	TEXAS SOTOL	3 GAL	5 gal 15.00	\$ 30.00	3-5 gal 28.00	\$ 56.00
PLANT TOTALS					\$ 815.55		\$1,440.40

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, AUTHORIZING PARTICIPATION WITH THE STATE OF TEXAS, THROUGH THE OFFICE OF THE ATTORNEY GENERAL, IN THE GLOBAL OPIOID SETTLEMENT AND APPROVING THE TERM SHEET; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in financial costs to the City of Dripping Springs (the “City”); and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit “A”; and

WHEREAS, Counsel and the State of Texas have recommended that the City Council of the City of Dripping Springs support the adoption and approval the Texas Term Sheet in its entirety.

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

1. The City supports the adoption and approval the Texas Term Sheet in its entirety.
2. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City, Hays County, and the State of Texas.
3. The City supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND

SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A.

4. The City understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein.
5. The City also understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.
6. This Resolution shall become effective immediately from and after its passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED, this _____ day of _____ 2021, by a vote of ___ (ayes) to ___ (nays) to 0 (abstentions) of the City Council of the City of Dripping Springs, Texas.

The City of Dripping Springs:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



City Council Planning Department Staff Report

Item # 8.

City Council: December 7, 2021

Project No: ZA2021-0007 & ANEX2021-0004

Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

Project Name: Hardy South

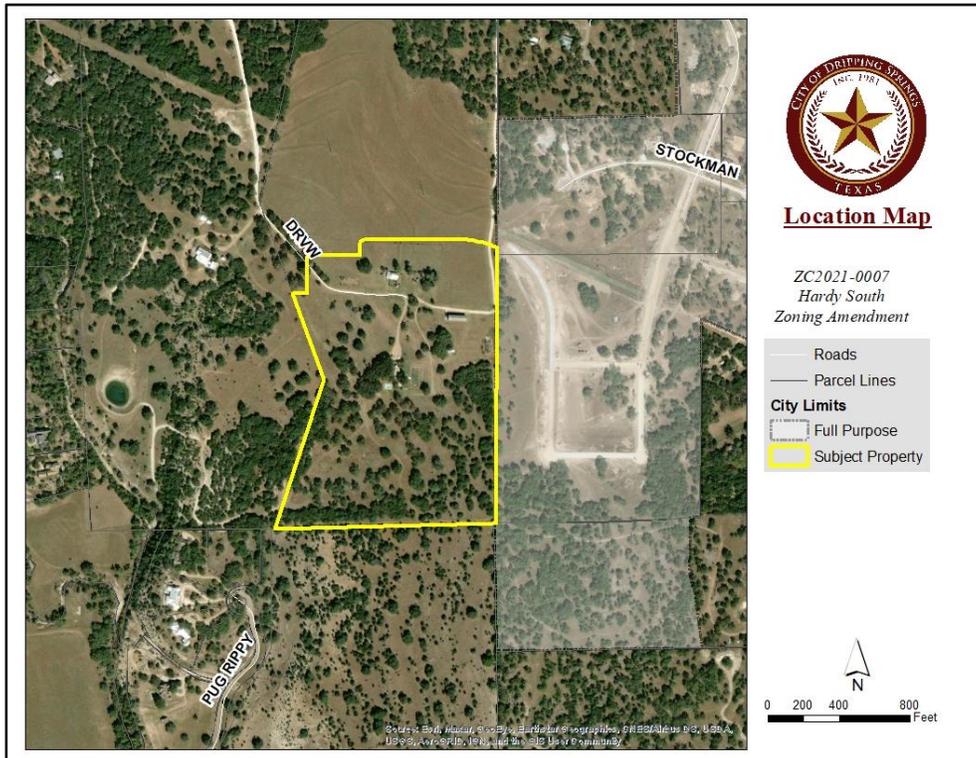
Property Location: 2901 W US 290

Legal Description: 39.341 acres out of the Benjamin F. Hannah Survey

Applicant: Brian Estes Civil and Environmental Consultants, Inc.

Property Owner: P & H Family Limited Partnership No. 1

Request: Annexation and Zoning amendment from Agriculture “AG” to Single-Family Residential — Moderate Density “SF-2”



Background

While the property is currently in the ETJ, the default zoning district if it is annexed is Agriculture “AG”

Per Ch. 30 Exhibit A, §3.5-3.6

- **AG – Agriculture:** *The AG, agriculture district is designed to permit the use of land for the ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.*

The applicant is requesting a zoning amendment to Single-Family Residential Moderate Density “SF-2”

- **SF-2 – Single-Family Residential Moderate Density:** *The SF-2, single-family residential district is intended to provide for development of primarily moderate-density detached, single-family residences on lots of at least ½ acre in size.*

This request is being heard concurrently with an annexation request for the same property. At their meeting on October 5, 2021, the City Council gave direction to staff to proceed with the annexation request for the property, directing the applicant to provide information associated with the piecemealed approach of development in this area.

At their meeting on November 23, 2021 the Planning & Zoning Commission voted unanimously to recommend approval of the zoning amendment.

Analysis

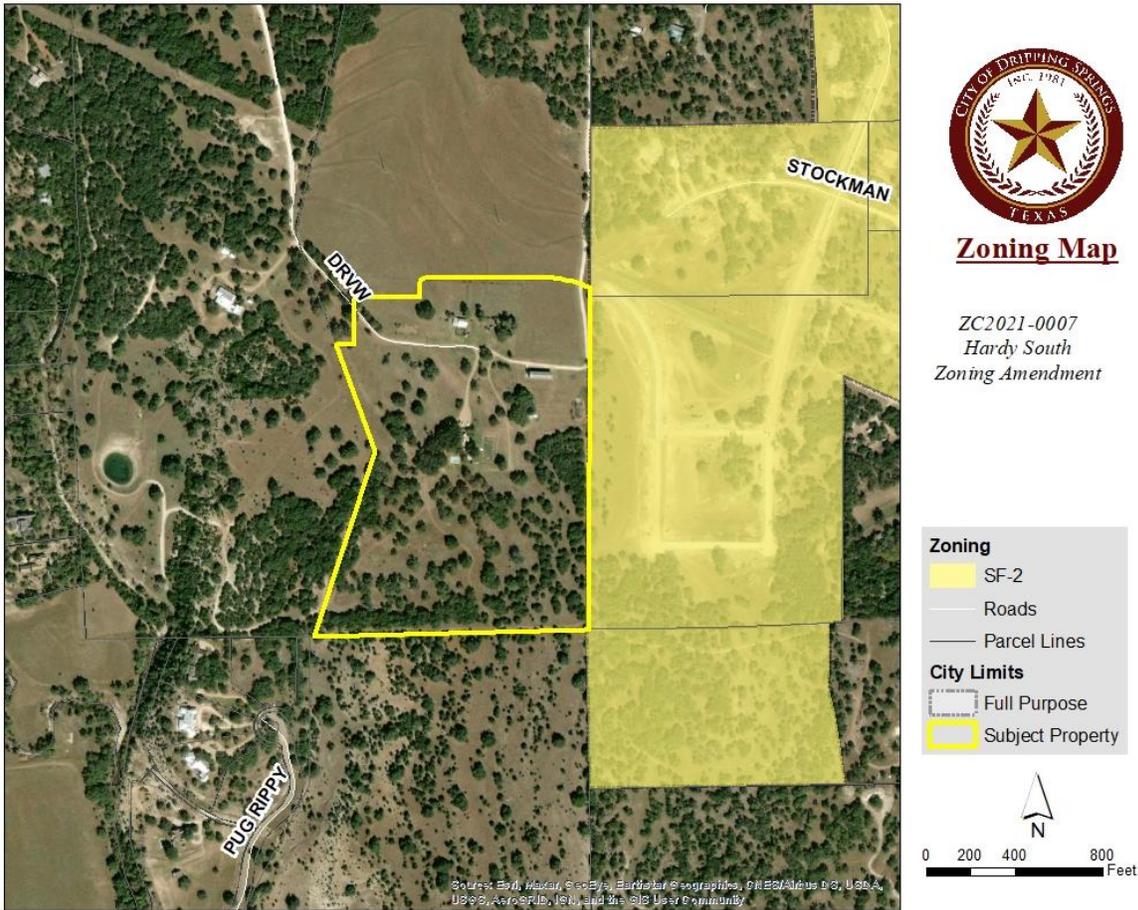
Based on the adjacent zoning category and land uses, staff finds that the proposed zoning is generally compatible within the area.

Since the property is currently in the ETJ, staff finds it appropriate to compare ETJ standards with the requested zoning district.

	ETJ	SF-2	Differences between ETJ & SF-2
Max Height	Not regulated	1.5 stories / 40 feet	Restricted 1.5 stories / 40 feet
Min. Lot Size	.75 acres*	1/2 acre*	0.25 acres less
Min. Lot Width	30 feet	30 feet	None
Min. Lot Depth	unregulated	150 feet	50 feet
Min. Front/Side/Rear Yard Setbacks	10 feet / 5 feet / 5 feet	25 feet / 15 feet / 25 feet*	15 feet / 10feet / 20 feet more
Impervious Cover	35%	40%	5% more

*In either instance, these lots will be limited to a 0.75-acre minimum assuming they are served by private septic systems.

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	Future Land Use
North	ETJ	Proposed residential	Not Shown on the Future Land Use Map
East	SF-2	Bunker Ranch Subdivision	
South	ETJ	Vacant / Agricultural	
West	ETJ	Homestead / Agricultural	

Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	While this property has access limitations and limited services nearby, this zoning change is consistent with recent development in the area.
2. their relationship to the general area and the City as a whole;	This zoning change would allow for additional single-family residences.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	The property is not within any existing or proposed City Plans.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Land with the same zoning classification has been developing rapidly.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for similar development will be affected by this proposed amendment.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this zoning amendment would not be significantly different from decisions made involving other similar parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The rezoning does not negatively affect the public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends **approval** of the zoning amendment as presented.

Planning and Zoning action:

2.34.1 *The P&Z shall hold a public hearing on a zoning an amendment to the Zoning Ordinance. After all public input has been received and the public hearing closed, the P&Z shall make its recommendations on the proposed zoning request and concept plan, if submitted, stating its findings, its overall evaluation of the request, and its assessment regarding how the request relates to the City's Comprehensive Plan. The P&Z may, on its own motion or at the applicant's request, defer its decision recommendations until it has had an opportunity to consider other information or proposed modifications to the request which may have a direct bearing thereon. If the P&Z elects to postpone or defer its hearing on the request, such action shall specifically state the time period of the postponement by citing the meeting date whereon the request will reappear on the P&Z's agenda.*

2.34.2 *When the P&Z is ready to act upon the zoning request, it may recommend:*

- (a) *approval of the request as it was submitted by the applicant;*
- (b) *approval of the request subject to certain conditions as in the case of a Planned Development District (PDD) or a Conditional Use Permit (CUP); or*
- (c) *disapproval of the request.*

2.34.3 *The P&Z's recommendation will be automatically forwarded to the City Council for a second public hearing thereon.*

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 zoning map amendment. To date, no letters for or against the request have been received.

Attachments

Exhibit 1 – Zoning Amendment & Annexation Applications

Exhibit 2 – Annexation & Zoning Amendment Ordinances

Exhibit 3 – Service Agreement

Recommended Action:	Recommend approval of the requested Zoning Amendment
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME P & H Family Limited Partnership No. 1

STREET ADDRESS P O BOX 1696

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE _____ EMAIL _____

APPLICANT NAME Brian Estes, P.E.

COMPANY Civil and Environmental Consultants Inc.

STREET ADDRESS 3711 S. Mo Pac Expy Suite 550

CITY Austin STATE Texas ZIP CODE 78746

PHONE 512-439-0400 EMAIL bestes@cecinc.com

REASONS FOR AMENDMENT

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	P & H Family Limited Partnership No. 1
PROPERTY ADDRESS	2901 W US 290, DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F HANNA SURVEY, ACRES 77
TAX ID#	R15103
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	AG
REQUESTED ZONING/AMENDMENT TO PDD	SF-2
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Annex and concurrently rezone a 39.341 Acre portion of the P&H Family Limited Partnership No. 1 Tract to redevelop into a single family lot subdivision.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The proposed use is single family.

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

(See attached agreement).

YES (REQUIRED)* YES (VOLUNTARY)* NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

Voluntary compliance is strongly encouraged by those not required by above criteria (*see Outdoor Lighting tab on the CORDS webpage and online Lighting Ordinance under Code of Ordinances tab for more information*).

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes (Civil & Environmental Consultants, Inc.) 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. 1733, Pg. 755.)

[Signature]
Name

PRINCIPAL
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 5th day of March, 2021 by Hardy E. Thompson, III.

[Signature]
Notary Public, State of Texas Susan Rosson

My Commission Expires: 12-10-2024

Hardy E. Thompson, III
Name of Applicant



ZONING AMENDMENT SUBMITTAL

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



8-20-21

Applicant Signature (Applicant's Authorized Agent)

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input type="checkbox"/>	Plans
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/> n/a	Copy of Planned Development District (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/> n/a	Digital Copy of the Proposed Zoning or Planned Development District Amendment

Project Number: _____ - _____
Only filled out by staff

Date, initials



BILLING CONTACT FORM

Project Name: Hardy T Land (39.341 Acres)

Project Address: 2901 W US 290, Dripping Springs, TX 78620

Project Applicant Name: Brian Estes, PE (Applicant's Authorized Agent)

Billing Contact Information

Name: Steve Harren

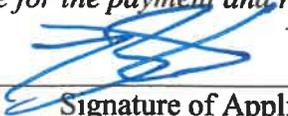
Mailing Address: 317 Grace Lane #240
Austin, Texas 78746

Email: steveharren@aol.com Phone Number: (512)644-6800

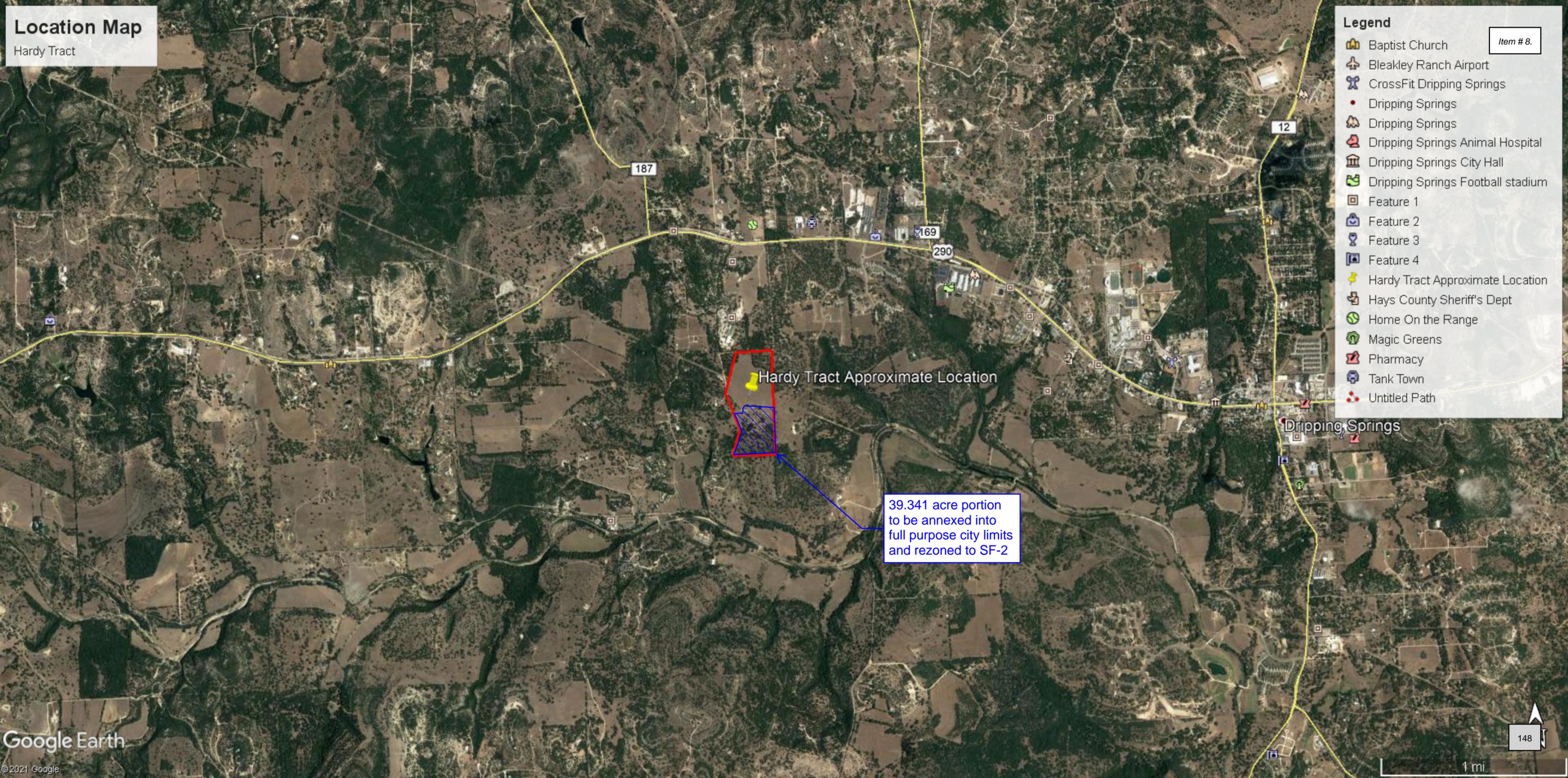
Type of Project/Application (check all that apply):

- | | |
|---------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Exterior Design | <input type="checkbox"/> Wastewater Service |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Lighting Plan | <input checked="" type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input type="checkbox"/> 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 (Applicant's Authorized Agent)

8-20-21
Date



Location Map

Hardy Tract

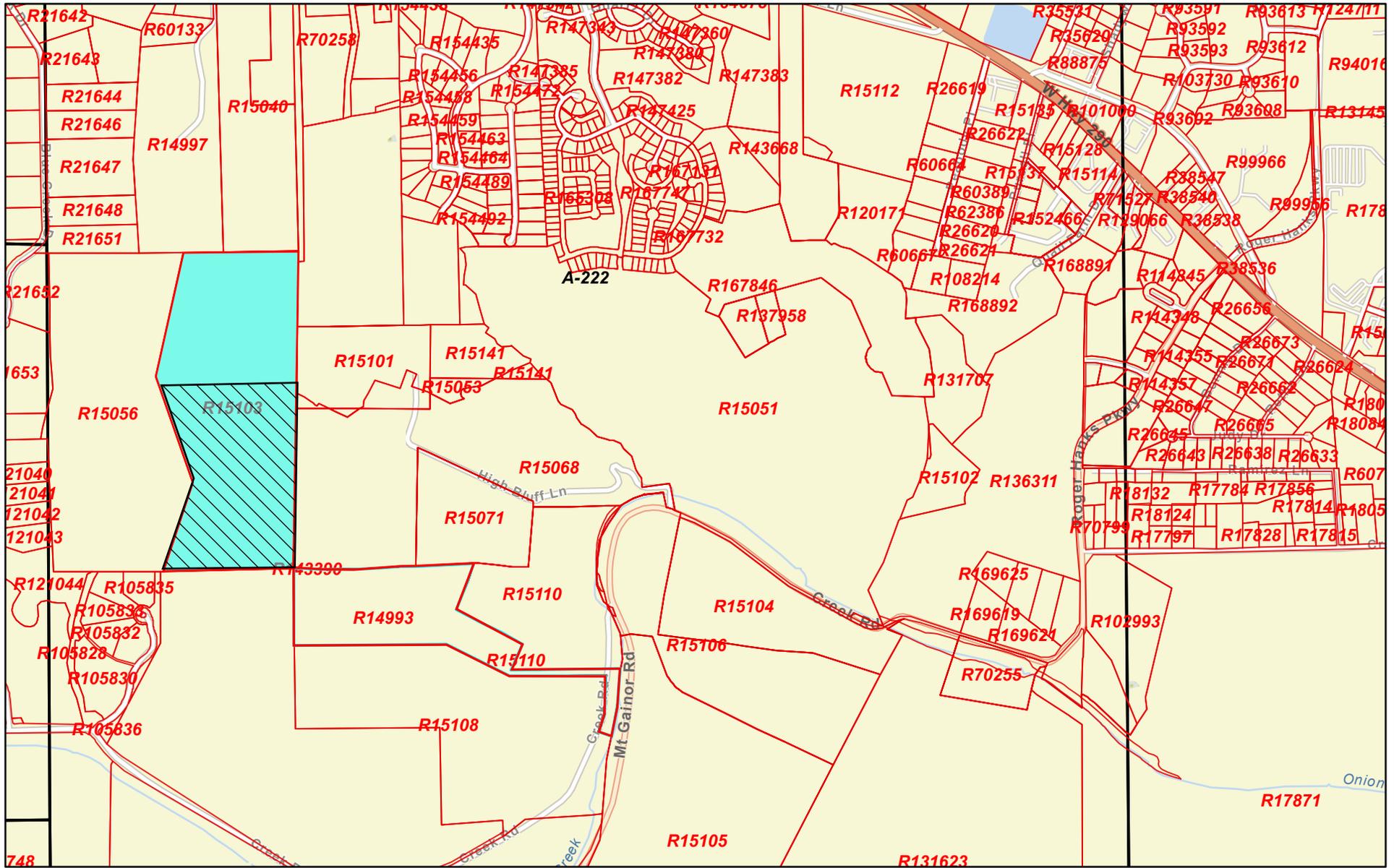
- ### Legend
- Baptist Church
 - Bleakley Ranch Airport
 - CrossFit Dripping Springs
 - Dripping Springs
 - Dripping Springs
 - Dripping Springs Animal Hospital
 - Dripping Springs City Hall
 - Dripping Springs Football stadium
 - Feature 1
 - Feature 2
 - Feature 3
 - Feature 4
 - Hardy Tract Approximate Location
 - Hays County Sheriff's Dept
 - Home On the Range
 - Magic Greens
 - Pharmacy
 - Tank Town
 - Untitled Path
- Item # 8.

Hardy Tract Approximate Location

39.341 acre portion to be annexed into full purpose city limits and rezoned to SF-2

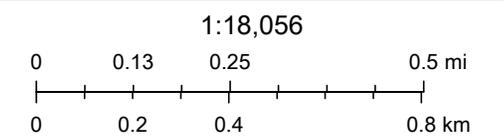
Hays CAD Web Map

Item # 8.



1/6/2021 6:57:55 PM

Abstracts
 Parcels
 39.341 Acres to be Annexed into Full Purpose City Limits and Rezoned to SF-2



Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

7/24
PW

Item # 8.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HAYS §

THAT the undersigned, Hardy E. Thompson, Jr., and Patty King Thompson, husband and wife (hereinafter referred to as "Grantors"), have GRANTED and CONVEYED, and by these presents do hereby GRANT and CONVEY unto the P & H Family Limited Partnership No. 1, a Texas Limited Partnership, whose mailing address is 1034 Liberty Park Drive, Apt. G2, Austin, Texas 78746 (hereinafter referred to as "Grantee"), the following:

1. The real property described in Exhibit A, which is attached hereto and incorporated herein for all pertinent purposes (hereinafter referred to as "Tract A");
2. A one-half (1/2) undivided interest in the real property described in Exhibit C, which is attached hereto and incorporated herein for all pertinent purposes, (hereinafter referred to as the "Road"), subject to a non-exclusive easement of ingress and egress in the entire Road in the event of a subsequent partition;
3. A one-half (1/2) undivided interest in any other easements of ingress and egress appurtenant to either Tract A or to the real property described in Exhibit B, which is attached hereto and incorporated herein for all pertinent purposes (hereinafter referred to as "Tract B"); and

4. A nonexclusive easement of ingress and egress sixty (60) feet in width lying south of and adjacent to the northern boundary of Tract B and running from the eastern boundary of Tract B to a point where the northern boundary of Tract B intersects with the western boundary of any easement of ingress and egress to and from Tract B to U.S. Highway 290.

Said real property interests are hereinafter referred to collectively as the "Property."

This conveyance is expressly made and accepted subject to all valid and subsisting liens, leases of surface acreage, oil, gas, and mineral leases, all prior mineral conveyances of any nature, easements, restrictions, reservations, covenants, conditions and other matters relating to the Property to the extent that the same are valid and enforceable against said Property, as same are shown by instruments filed for record in the office of the County Clerk of Hays County, Texas, or as same are evident upon inspection of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the foregoing terms and provisions, unto the said Grantee, its successors and/or assigns forever; and Grantors do hereby bind Grantors' heirs, executors, administrators, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject, however, as aforesaid, unto the said Grantee, its successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

EXECUTED this 23rd day of October, 2000.

Hardy Evans Thompson Jr.
Hardy E. Thompson, Jr.

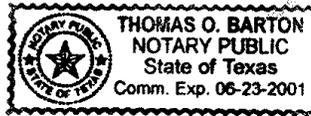
Patty King Thompson
Patty King Thompson

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on the 23rd day of October, 2000, by **Hardy E. Thompson, Jr.**

Thomas O. Barton
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §



The foregoing instrument was acknowledged before me on the 23rd day of October, 2000, by **Patty King Thompson.**

Thomas O. Barton
Notary Public, State of Texas

After Recording Return To:

Thomas O. Barton
McGinnis, Lochridge & Kilgore, L.L.P.
919 Congress Ave., Suite 1300
Austin, Texas 78701

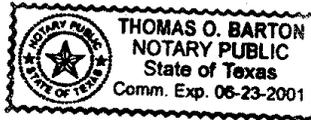


EXHIBIT A

79.61 acres of land out of and a part of quarter section No. 15 of the B. F. Hanna League, situated in Hays County, Texas, said 79.61 acre tract being more particularly described as being a portion of that certain 159.0 acre tract of land conveyed from Katherine Roberts, a widow, to Hardy E. Thompson, and wife Patty Thompson by deed of record in Volume 239, Pages 521-524 of the Deed Records of Hays County, Texas, said 79.61 acre tract being more fully described by metes and bounds as follows

Beginning at a steel pin found at a fence corner at the northeast corner of said quarter section No. 15, same being the common corner of quarter sections No. 14, 15, 16, and 17 of said Hanna League, for the northeast corner of the tract herein described, said point also being the northeast corner of said 159.0 acre tract;

THENCE with the fence along the common line of said quarter sections No. 14 and 15, same being the east line of said 159.0 acre tract, S 00°06'E 2983.98 feet to a steel pin set at a fence corner post for the southeast corner of the tract herein described;

THENCE with a new fence along the south line of this Survey S 88°12'W 1243.27 feet to a steel pin set a fence corner for the southwest corner of the tract herein described:

THENCE with the west line of this survey the following three (3) courses;

1. N 17°46'E, with a fence, 882.44 feet to a steel pin set at a fence corner;
2. N 20°12'W, leaving said fence, 1048.31 feet to a steel pin set at a fence corner;
3. N 11°45'E, with a fence, 1190.68 feet to a steel pin set at a fence corner in the north line of said 159.0 acre tract for the northwest corner of the tract herein described;

THENCE with the fence along the north line of said 159.0 acre tract N 88°15'E 1087.93 feet to the place of BEGINNING containing 79.61 acres of land.

EXHIBIT A

EXHIBIT B

79.39 acres of land out of and a part of quarter section No. 15 of the B. F. Hanna League, and a portion of the A. J. Holford Survey, situated in Hays County, Texas, said 79.39 acre tract being more particularly described as being a portion of that certain 159.0 acre tract of land conveyed from Katherine Roberts, a widow, to Hardy E. Thompson, and wife Patty Thompson by deed of record in Volume 239, Pages 521-524 of the Deed Records of Hays County, Texas, said 79.39 acre tract being more fully described by metes and bounds as follows:

BEGINNING at a steel pin found at a fence corner at the northwest corner of said 159.0 acre tract for the northwest corner of the tract herein described;

THENCE with the fence along the north line of said 159.0 acre tract the following two (2) courses;

1. N 89°44'E 832.80 feet to an iron stake found at a bend in said fence at a fence corner on the east side of a gate;
2. S 88°52'E 426.95 feet to a steel pin set at a fence corner for the northeast corner of the tract herein described;

THENCE with the east line of this survey the following three (3) courses;

1. S 11°45'W, with a fence, 1190.68 feet to a steel pin set at a fence corner;
2. S 20°12'E, leaving said fence, 1048.31 feet to a steel pin set at a fence corner;
3. S 17°46'W, with a fence, 882.44 feet to a steel pin set at a fence corner for the southeast corner of the tract herein described;

THENCE with a new fence along the south line of this survey N 89°59'W 571.9 feet to a steel pin found at the top of a bluff;

THENCE continue with the fence along the south line of said 159.0 acre tract N 83°00'W 233.9 feet to a steel pin at a fence corner for the southwest corner of the tract herein described, same being the southwest corner of said 159.0 acre tract;

THENCE with the fence along the west line of said 159.0 acre tract the following twelve (12) courses;

1. N 01°12'W 71.2 feet;
2. N 37°07'W 383.7 feet;
3. N 15°10'W 92.6 feet;
4. N 53°25'E 44.2 feet;
5. N 18°26'W 157.4 feet;
6. N 01°23'W 32.74 feet;
7. N 12°00'W 230.6 feet;
8. N 02°15'W 263.5 feet;
9. N 10°36'E 131.8 feet;
10. N 01°54'E 406.5 feet;
11. N 02°44'W 214.3 feet;
12. N 00°11'W 1052.3 feet to the place of BEGINNING Containing 79.39 acres of land.

EXHIBIT B

A 4.25 acre tract of land out of and a part of Quarter Section, Numbers 14 and 17 of the B. F. Hanna League, situated in Hays County, Texas, being more particularly described as being part of those certain two tracts of land that were conveyed to Clayton S. Brown and wife, Henry Louise Brown, by deeds of record in Volume 166, Page 264-266 and Volume 268, Page 594-596 of the Hays County, Texas Deed Records, said 4.25 acre tract being more fully described by metes and bounds as follows:

BEGINNING at a steel pin set at a corner fence post at the southwest corner of the above said Quarter Section No. 17, it being also the southwest corner of that certain 160.0 acre tract conveyed to Clayton S. Brown by the above said deed of record in Volume 166, Pages 264-266 of the Hays County, Texas Deed Records;

THENCE with the fence along the west line of the Clayton S. Brown 160.0 acre tract, North 2993.2 feet to a corner fence post set in concrete in the south line of Highway No. 290 for the northwest corner of the 4.25 acre tract herein described;

THENCE with the south line of Highway No. 290, S 89°33'E, 60.0 feet to a steel pin set for the northeast corner of this 4.25 acre tract;

THENCE South 2990.0 feet to a steel pin set in the common line between said Quarter Sections 14 and 17, said steel pin being also in the north line of that certain 23.0 acre tract of land that was conveyed to Clayton S. Brown by the above said deed found of record in Volume 268, Pages 594-596 of the Hayes County, Texas Deed Records;

THENCE S 0°06'E, 100.00 feet to a steel pin set for the southeast corner of this 4.25 acre tract;

THENCE S 88°15'W, 56.0 feet to a steel pin in the fence on the east line of that certain 159.0 acre tract of land that was conveyed to Hardy E. Thompson and wife, Patty Thompson by deed of record in Volume 239, pages 521-524 of the Hays County, Texas Deed Records;

THENCE with the fence between the said Clayton S. Brown 23.0 acre tract and the said Hardy E. Thompson 159.0 acre tract, N 0°06'E, 100.0 feet to a steel pin found at a fence corner at the northeast corner of said Thompson 159.0 acre tract, said point being also the northwest corner of the above said Clayton S. Brown 23.0 acre tract;

THENCE S 88°15'W, 4.0 feet to the place of beginning; and containing 4.25 acres of land.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Oct 26, 2000 at 03:09P

Document Number: 00025538

Amount 21.00

By
Lynn Curry
Lee Carlisle, County Clerk
Hays County



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME P & H FAMILY LIMITED PARTNERSHIP No. 1

STREET ADDRESS P O BOX 1696

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE _____ EMAIL _____

APPLICANT NAME Brian Estes, PE

COMPANY Civil and Environmental Consultants Inc.

STREET ADDRESS 3711 S. Mo Pac Expy Suite 550

CITY Austin STATE Texas ZIP CODE 78746

PHONE 512-439-0400 EMAIL bestes@cecinc.com

TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	P & H FAMILY LIMITED PARTNERSHIP No. 1
PROPERTY ADDRESS	2901 W US 290, DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F HANNA SURVEY, ACRES 77
TAX ID#	R15103
CURRENT LAND USE	AG
REQUESTED ZONING	SF-2
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Annex and concurrently rezone a 39.341 Acre portion of the P&H Family Limited Partnership No. 1 Tract to redevelop into a single family lot subdivision.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	the proposed use will be single family lots

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes (Civil & Environmental Consultants, Inc.) 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. 1733, Pg. 755.)

Name

PRINCIPAL

Title

STATE OF TEXAS §

§

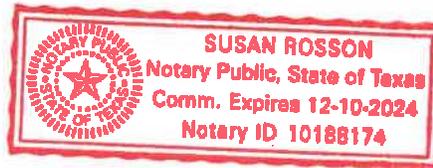
COUNTY OF HAYS §

This instrument was acknowledged before me on the 5th day of March, 2021 by Hardy E. Thompson, III

Notary Public, State of Texas Susan Rosson

My Commission Expires: 12-10-2024

Hardy E. Thompson, III
Name of Applicant



ANNEXATION APPLICATION SUBMITTAL

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



08/20/2021

Applicant Signature (Applicant's Authorized Agent)

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	N/A	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/> n/a	Copy of any Agreements with City including Utility or Development (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/> n/a	Information related to property's presence in a special district

CITY OF DRIPPING SPRINGS

ORDINANCE NO.

**39.341 ACRES OUT OF THE BENJAMIN F. HANNA SURVEY,
NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS**

ANNEXATION ORDINANCE

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 39.341 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 August 30, 2021

WHEREAS, the area identified in Exhibit “A,” approximately 39.341 acres in the Benjamin F. Hanna Survey No. 28, Abstract No. 222, 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 December 7, 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

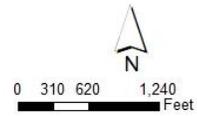
Exhibit "A" DESCRIPTION OF AREA TO BE ANNEXED



Location Map

Annex2021-0004
Hardy 2 Tract
Annexation

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



Source: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, and the GIS User Community

39.341 ACRES
 BUNKER RANCH
 DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
 AUGUST 13, 2021

LEGAL DESCRIPTION

BEING A 39.341 ACRE TRACT OF LAND (INCLUDING A 60 SQUARE FOOT AREA IN CONFLICT) OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1 AS TRACT A BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 39.341 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with "CEC" cap set at the northeast corner of the remainder of said 79.61 acre tract, being reentrant corner of a called 4.25 acre tract described in Exhibit C of said deed recorded in Volume 1733, Page 755, O.P.R.H.C.T.;

THENCE, along the common line of said remainder of 79.61 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Elry and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25'57"W, passing at distance of 99.94 feet, a ½ inch iron rod found at the westerly common corner of said 4.25 acre tract and of said 44.123 acre tract, continuing for a total distance of 712.85 feet to a ½ inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

THENCE, along the common line of said remainder of 79.61 acre tract and partially of said Bunker Ranch Phase 2 and then partially of Bunker Ranch Phase 3, a subdivision of record in Document No. 21009701, O.P.R.H.C.T., S00°21'25"W, passing at a distance of 629.14 feet, a ½ inch iron rod with "CEC" cap set at the westerly common corner of said Bunker Ranch Phase 2 and said Bunker Ranch Phase 3, continuing for a total distance of 722.37 feet to a ½ inch iron rod with "CEC" cap set at the northwesterly corner of Lot 1, Block 3, said Bunker Ranch Phase 3, being the easterly common corner of said 39.341 acre tract and of said remainder of 79.61 acre tract, for the **POINT OF BEGINNING**, hereof;

THENCE, along the common line of said 39.341 acre tract and of said Bunker Ranch Phase 3, S00°21'25"W, a distance of 1537.62 found at the westerly common corner of said Bunker Ranch Phase 3 and of a called 18.250 acre tract conveyed to The Overlook at Bunker Ranch, LLC by deed of record in Document No. 20061246, O.P.R.H.C.T.;

THENCE, bounding the area of conflict, the following two (2) courses and distances:

1. S05°53'31"E, a distance of 10.82 feet to a found ½ inch iron rod;
2. S86°15'32"W, a distance of 5.94 feet to an 8 inch cedar fence post found at the northerly common corner of said 18.250 acre tract and of a called 603.70 acre tract conveyed to Anna Marie Widen Speir, et al, by deed of record in Volume 1734, Page 427, O.P.R.H.C.T.;

THENCE, along the common line of said 39.341 acre tract and of said 603.70 acre tract, S88°42'30"W, a distance of 1,237.34 feet to a ½ inch iron rod with "CEC" cap set at the southerly common corner of said 78.021 acre tract and of a called 79.39 acre tract conveyed to P & H Family Limited Partnership No. 2 by deed of record in Volume 1733, Page 748, O.P.R.H.C.T.;

THENCE, along the common line of said 39.341 acre tract and of said 79.39 acre tract, the following two (2) courses and distances:

39.341 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
AUGUST 13, 2021

1. N18°14'48"E, a distance of 881.92 feet to a found ½ inch iron rod;
2. N19°44'58"W, a distance of 515.10 feet to a calculated point at the westerly common corner of said 39.341 acre tract said remainder of 79.61 acre tract;

THENCE, along the common line of said 39.341 acre tract and of said remainder of 79.61 acre tract, the following seven (7) courses and distances:

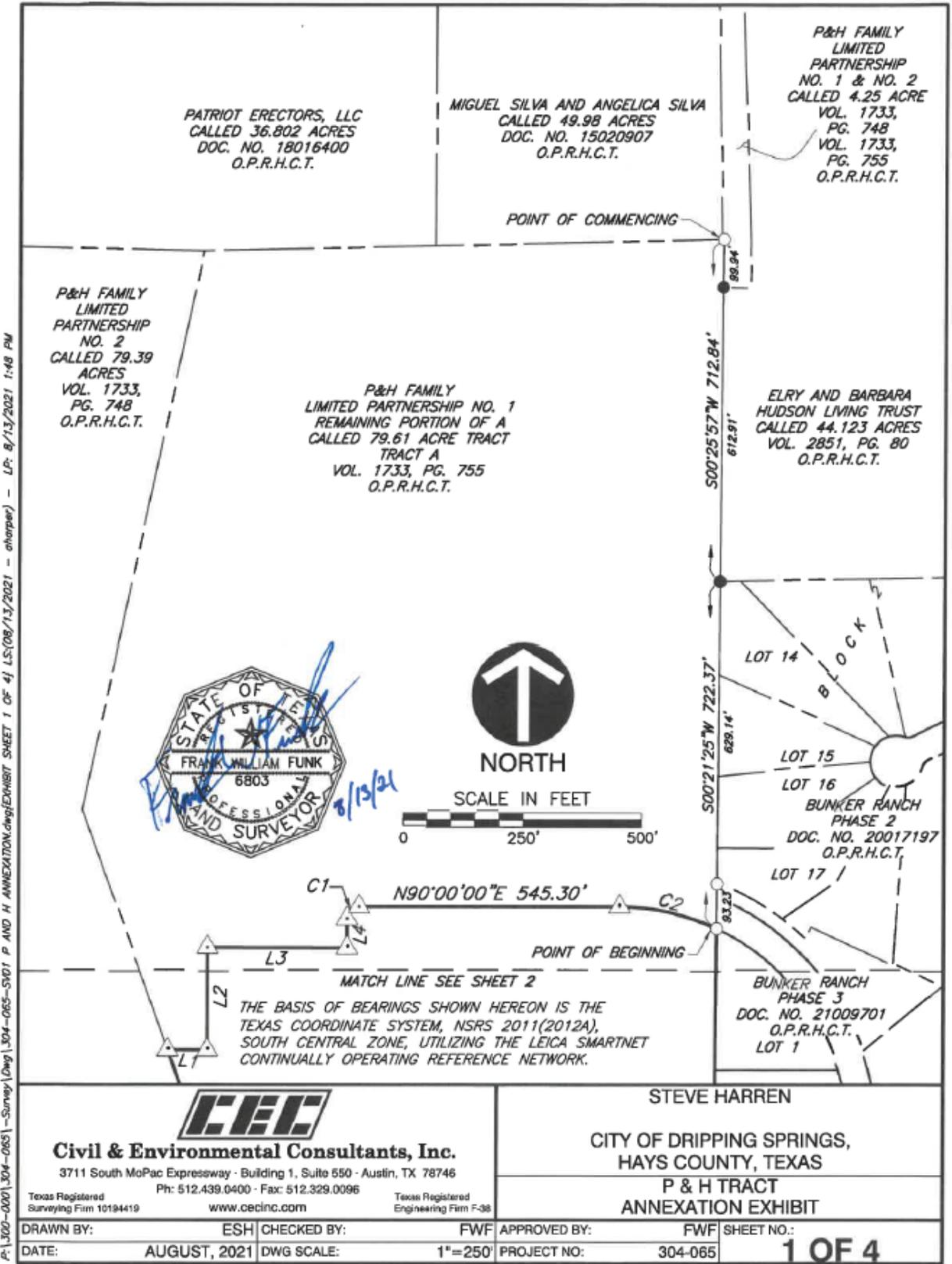
1. N90.00'00"E, a distance of 82.95 feet to a calculated point;
2. N00°01'40"E, a distance of 214.73 feet to a calculated point;
3. S89°46'31"E, a distance of 292.40 feet to a calculated point;
4. N00°00'00"E, a distance of 60.99 feet to a calculated point at the beginning of a 25.00 foot radius curve to the right;
5. Along the arc of said 25.00 foot radius curve, a distance of 39.27 feet through a central angle of 90°00'00", and having a chord which bears N45°00'00"E, a distance of 35.36 feet to a calculated point;
6. N90°00'00"E, a distance of 545.30 feet to a calculated point at the beginning of a 480.00 foot radius curve to the right;
7. Along the arc of said 480.00 foot radius curve, a distance of 210.24 feet through a central angle of 25°05'43", and having a chord which bears S77°27'08"E, a distance of 208.56 feet to the **POINT OF BEGINNING**, and containing 39.341 acres (1,713,713 square feet) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

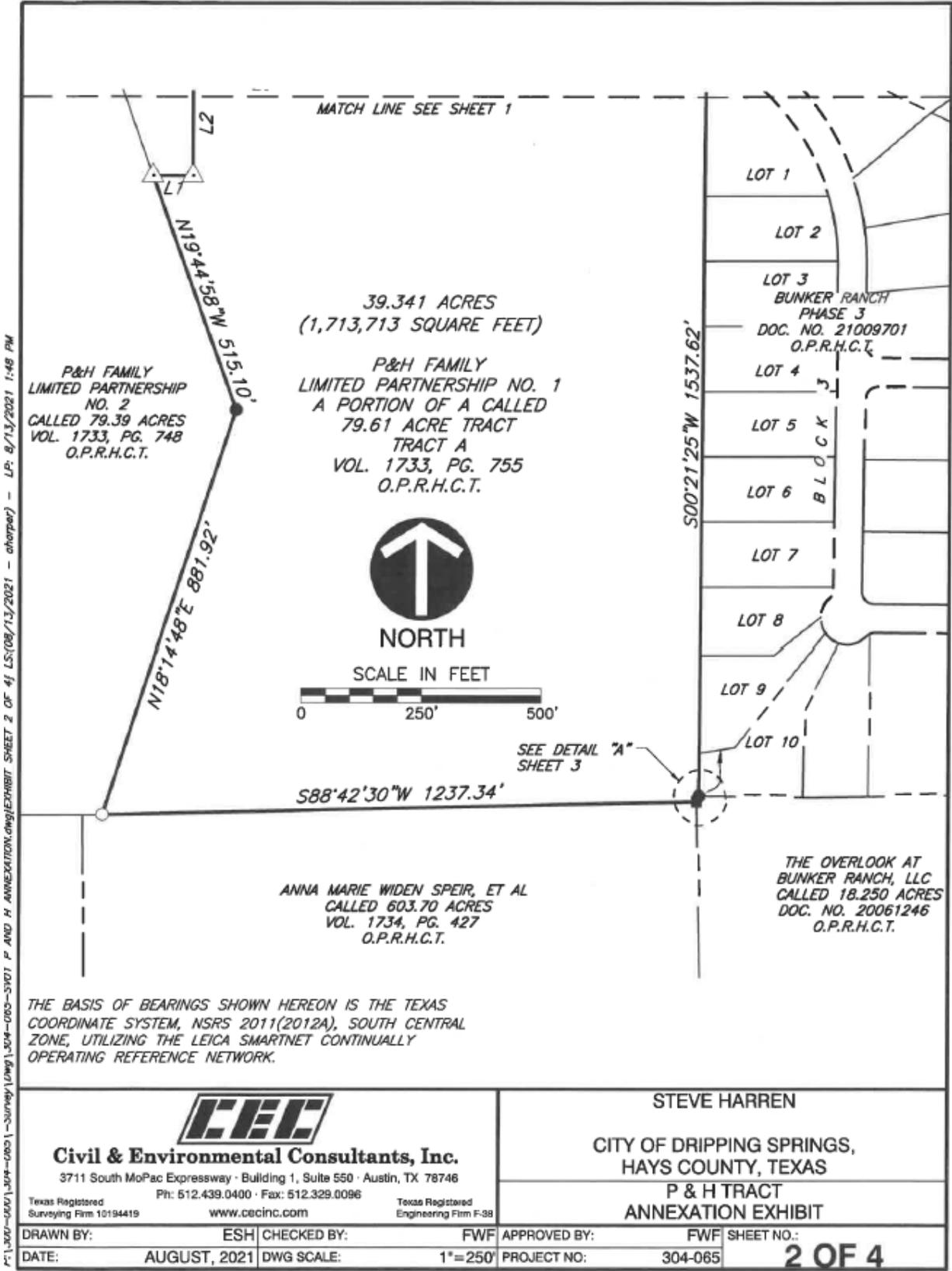
Witness my hand and seal this 13th day of August, 2021.


Frank William Funk, R.P.L.S. 6803
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419



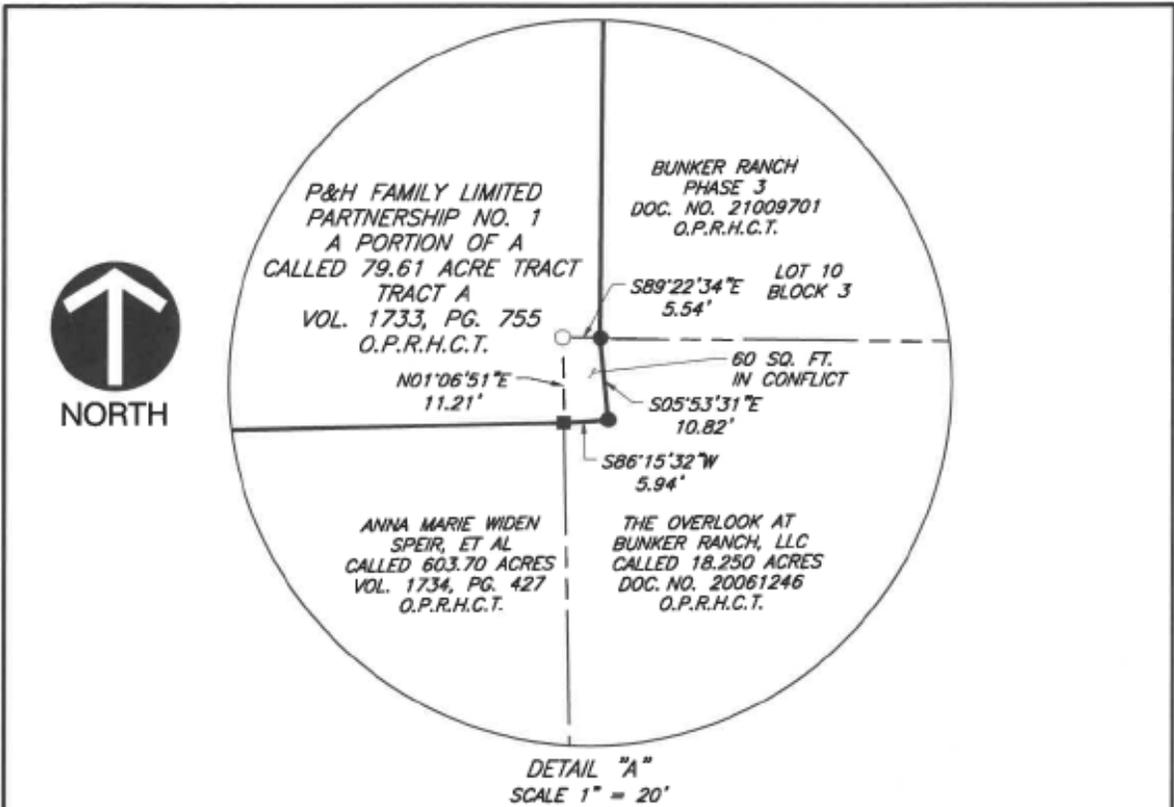


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 Civil & Environmental Consultants, Inc. 3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746 Texas Registered Surveying Firm 10194419 Ph: 512.439.0400 · Fax: 512.329.0096 www.cecinc.com Texas Registered Engineering Firm F-38		STEVE HARREN CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS	
		P & H TRACT ANNEXATION EXHIBIT	
DRAWN BY: ESH DATE: AUGUST, 2021	CHECKED BY: FWF DWG SCALE: 1"=250'	APPROVED BY: FWF PROJECT NO: 304-065	SHEET NO.: 2 OF 4



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LEGEND:

- 1/2" IRON ROD FOUND
- 8" CEDAR FENCE POST FOUND
- 1/2" IRON ROD SET W/ "CEC" CAP
- △ CALCULATED POINT
- SUBJECT PROPERTY LINE
- - - - - ADJACENT PROPERTY LINE
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE

 Civil & Environmental Consultants, Inc. 3711 South MoPac Expressway - Building 1, Suite 550 - Austin, TX 78746 Texas Registered Surveying Firm 10194419 www.cecinc.com Texas Registered Engineering Firm F-38	STEVE HARREN CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS	
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DATE: AUGUST, 2021	DWG SCALE: 1"=20'	PROJECT NO: 304-065
		SHEET NO.: 3 OF 4

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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	90°00'00"	39.27'	35.36'	N45°00'00"E
C2	480.00'	25°05'43"	210.24'	208.56'	S77°27'08"E

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N90°00'00"E	82.95'
L2	N00°01'40"E	214.73'
L3	S89°46'31"E	292.40'
L4	N00°00'00"E	60.99'

 Civil & Environmental Consultants, Inc. 3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746 Ph: 512.439.0400 · Fax: 512.329.0096 <small>Texas Registered Surveying Firm 10194419 www.cecinc.com Texas Registered Engineering Firm F-38</small>	STEVE HARREN CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS	
	P & H TRACT ANNEXATION EXHIBIT	
DRAWN BY: ESH DATE: AUGUST, 2021	CHECKED BY: FWF DWG SCALE: 1"=250'	APPROVED BY: FWF PROJECT NO: 304-065
SHEET NO.: 4 OF 4		

Exhibit "B"
Municipal Services Agreement

DRAFT

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF DRIPPING SPRINGS, TEXAS AND THE OVERLOOK AT BUNKER
RANCH, LLC**

This Municipal Services Agreement (“Agreement”) is entered into on ____ day of _____ 2021, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and P & H Family Limited Partnership No. 1 (“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 39.341 acres of land situated in the Benjamin F Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas, in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A” attached and incorporated herein by reference (“Property”);

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

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

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

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

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

a. POLICE PROTECTION

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

b. FIRE SERVICE

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

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

The City will provide Building and 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 AND 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. Septic permitting services, where applicable, is also provided by the City.

f. PLANNING AND 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 AND 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 AND 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 provides street lighting to public streets in 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 for any public roads.

k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL

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

l. WATER SERVICE

The City is a water provider however, the City will not be the water provider for this property. Water service is available from the Dripping Springs Water Supply Corporation.

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. In some instances, the owners of annexed property have expressly waived any demands for sewer service pursuant to development agreements.

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. LIGHTING**

The Property Owner agrees to bring the property into compliance with City's adopted regulations for outdoor lighting within one year after completion of the annexation process.

b. ZONING

The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

- 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.

[Signature page follows.]

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

P & H FAMILY LIMITED PARTNERSHIP NO. 1:

Signature

Printed Name

Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

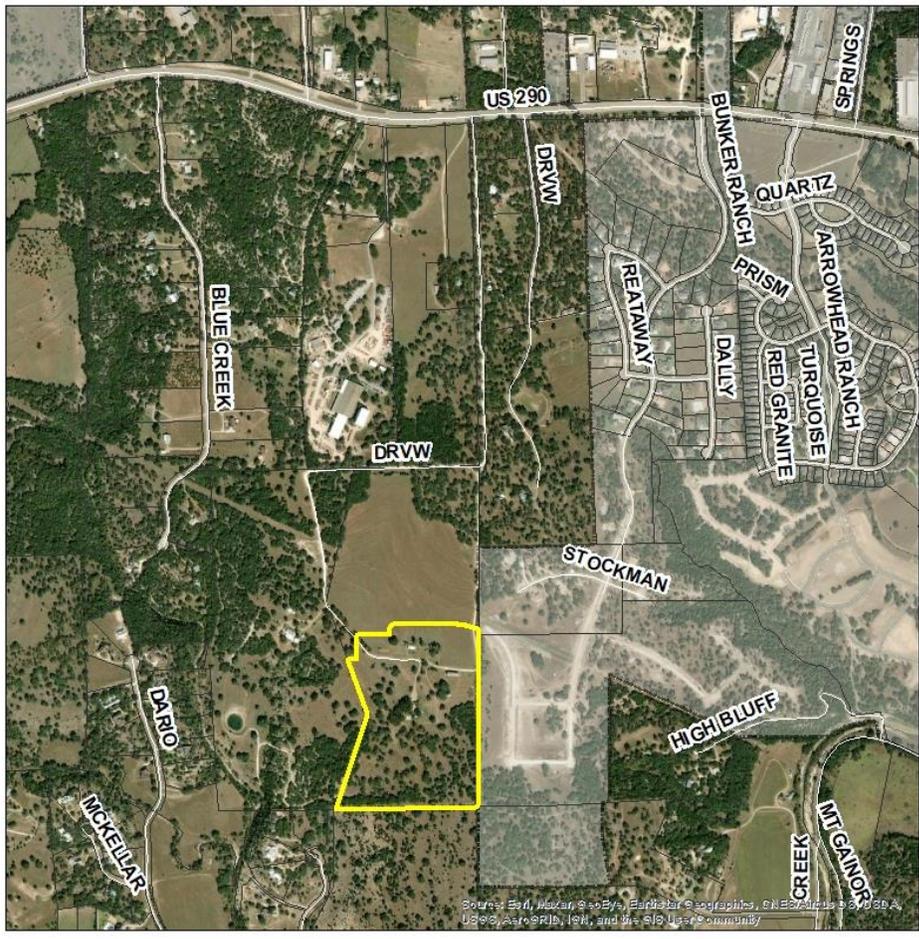
This instrument was acknowledged before me on the ____ day of _____, 2021
by, _____ [Name and title of individual signing] of on behalf of said
_____ [insert name of company or individual if applicable].

Notary Public, State of Texas

EXHIBIT A

Legal Description, Location Map, and Survey

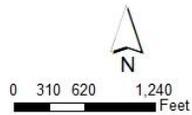
Being a 39.341 acre tract of land out of the Benjamin F. Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas, being a portion of a called 79.61 acre tract conveyed to the P & H Family Limited Partnership No. 1 as Tract A by deed of record in Volume 1733, Page 755, Official Public Records of Hays County, Texas (O.P.R.HC.T.)



Location Map

Annex2021-0004
Hardy 2 Tract
Annexation

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



39.341 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
AUGUST 13, 2021

LEGAL DESCRIPTION

BEING A 39.341 ACRE TRACT OF LAND (INCLUDING A 60 SQUARE FOOT AREA IN CONFLICT) OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1 AS TRACT A BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 39.341 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with “CEC” cap set at the northeast corner of the remainder of said 79.61 acre tract, being reentrant corner of a called 4.25 acre tract described in Exhibit C of said deed recorded in Volume 1733, Page 755, O.P.R.H.C.T.;

THENCE, along the common line of said remainder of 79.61 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Ely and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25'57”W, passing at distance of 99.94 feet, a ½ inch iron rod found at the westerly common corner of said 4.25 acre tract and of said 44.123 acre tract, continuing for a total distance of 712.85 feet to a ½ inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

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THENCE, along the common line of said 39.341 acre tract and of said Bunker Ranch Phase 3, S00°21'25”W, a distance of 1537.62 found at the westerly common corner of said Bunker Ranch Phase 3 and of a called 18.250 acre tract conveyed to The Overlook at Bunker Ranch, LLC by deed of record in Document No. 20061246, O.P.R.H.C.T.;

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39.341 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
AUGUST 13, 2021

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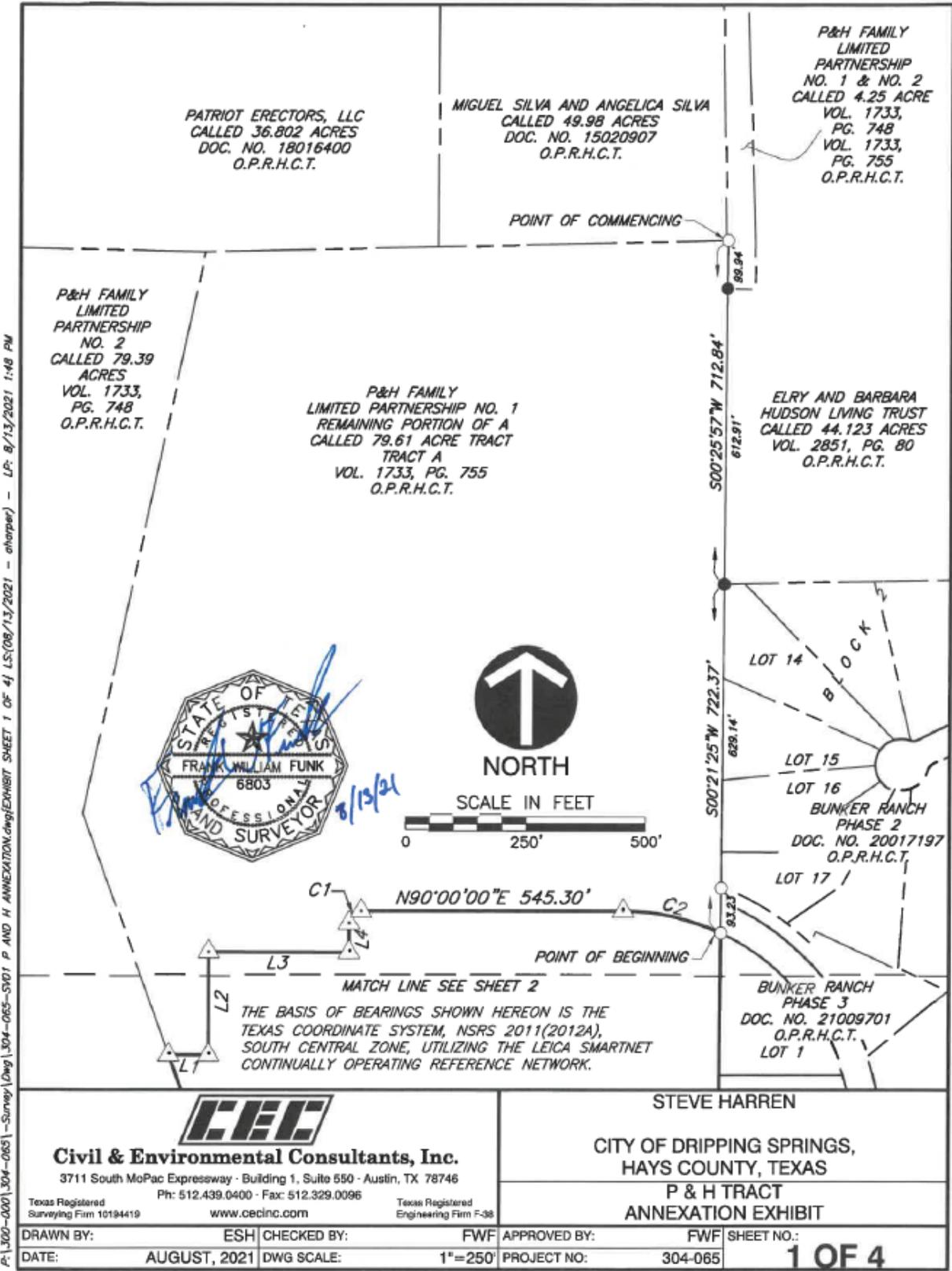
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THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 13th day of August, 2021.

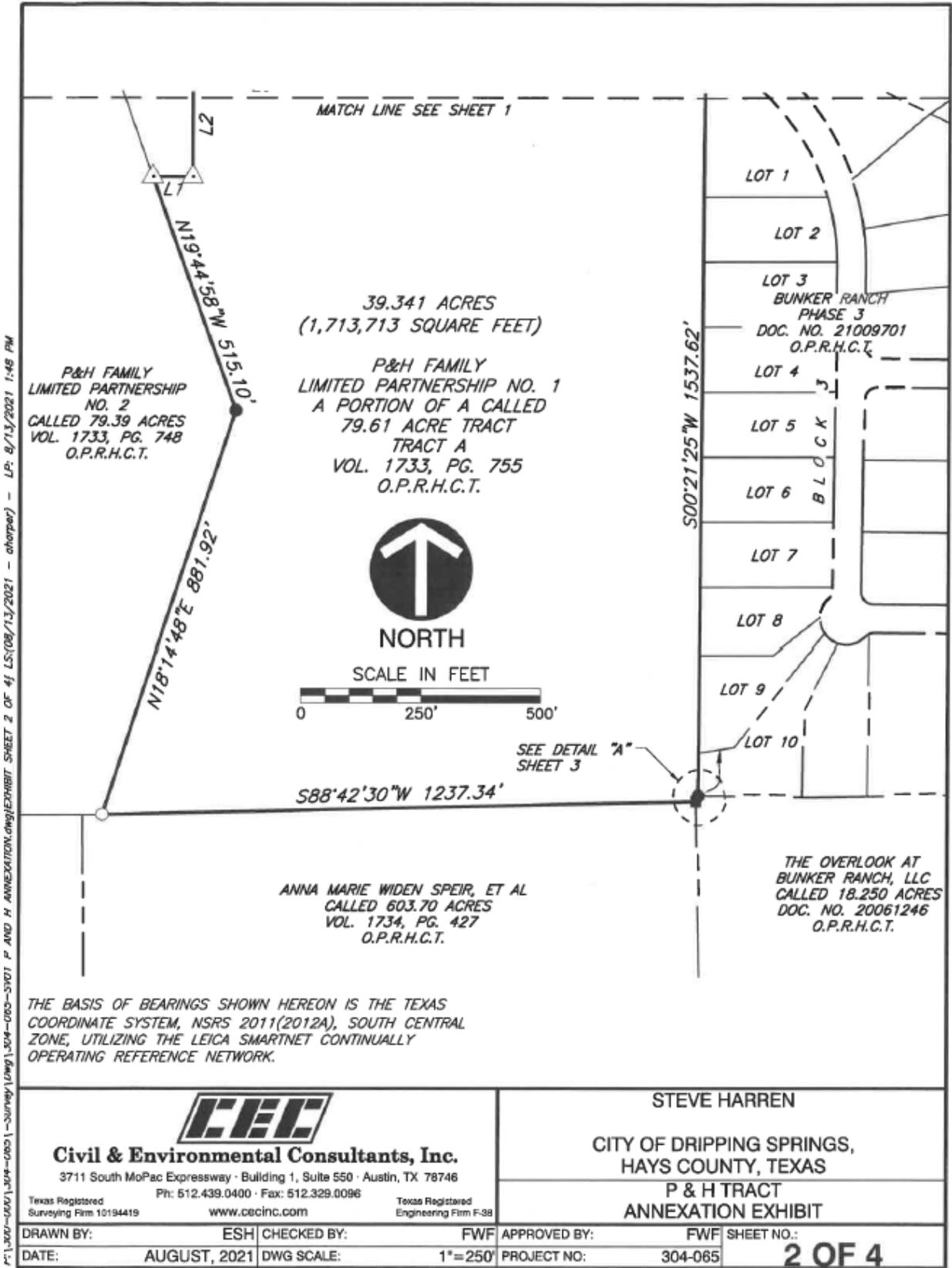

Frank William Funk, R.P.L.S. 6803
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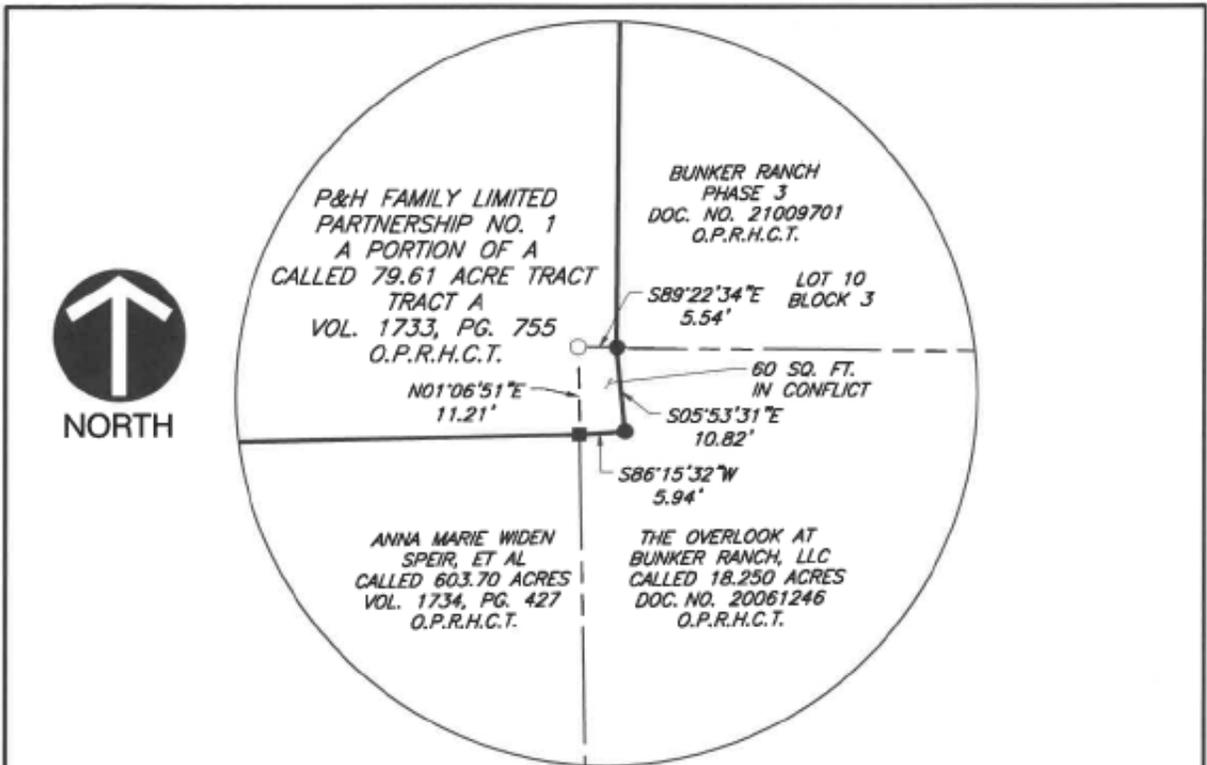




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 Civil & Environmental Consultants, Inc. 3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746 Texas Registered Surveying Firm 10194419 Ph: 512.439.0400 · Fax: 512.329.0096 www.cecinc.com Texas Registered Engineering Firm F-38		STEVE HARREN CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS	
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DRAWN BY: ESH DATE: AUGUST, 2021	CHECKED BY: FWF DWG SCALE: 1"=250'	APPROVED BY: FWF PROJECT NO: 304-065	SHEET NO.: 1 OF 4





DETAIL "A"
SCALE 1" = 20'

LEGEND:

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- 8" CEDAR FENCE POST FOUND
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- △ CALCULATED POINT
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 Civil & Environmental Consultants, Inc. 3711 South MoPac Expressway - Building 1, Suite 650 - Austin, TX 78746 Ph: 512.439.0400 - Fax: 512.329.0096 <small>Texas Registered Surveying Firm 10194419 www.cecinc.com</small>	STEVE HARREN CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS
	P & H TRACT ANNEXATION EXHIBIT
DRAWN BY: ESH CHECKED BY: FWF APPROVED BY: FWF SHEET NO.:	3 OF 4
DATE: AUGUST, 2021 DWG SCALE: 1"=20' PROJECT NO: 304-065	

P:\300-000\304-065\Survey\Draw\304-065-SV01 P AND H ANNEXATION.dwg[EXHIBIT SHEET 4 OF 4] LS:(08/13/2021 1:48 PM

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 Civil & Environmental Consultants, Inc. 3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746 Texas Registered Surveying Firm 10194419 Ph: 512.439.0400 · Fax: 512.329.0086 www.cecinc.com Texas Registered Engineering Firm F-30	STEVE HARREN CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS
	P & H TRACT ANNEXATION EXHIBIT
DRAWN BY: ESH CHECKED BY: FWF APPROVED BY: FWF SHEET NO.:	DATE: AUGUST, 2021 DWG SCALE: 1"=250' PROJECT NO: 304-065 4 OF 4

**CITY OF DRIPPING SPRINGS
ORDINANCE No.**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 39.341 ACRES FROM AGRICULTURAL DISTRICT (AG) TO SINGLE-FAMILY RESIDENTIAL DISTRICT – MODERATE DENSITY (SF-2); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote orderly land use and development within the City; and

WHEREAS, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately 39.341 acres, from Agricultural District (AG) to Single-Family Residential District – Moderate Density (SF-2); and

WHEREAS, the City Council recognizes changed conditions and circumstances in the particular location; and

WHEREAS, the City Council finds that the zoning change is compatible with the surrounding area and with the City’s Zoning Ordinance and Comprehensive Plan; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on November 23, 2021, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

WHEREAS, after public hearing held by the City Council on December 7, 2021, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace

or order of the City of Dripping Springs to adopt this Ordinance.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as expressly set forth herein.

2. ENACTMENT

One tract of land totaling approximately 39.341 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Agricultural District (AG) to Single-Family Residential – Moderate Density (SF-2).

3. REPEALER

All ordinances, resolutions, 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. CHANGE ON ZONING MAP

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

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, a public hearing was held, and that public notice of the time, place and purpose of said hearing and 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: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A" Description of Tract

39.341 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
AUGUST 13, 2021

LEGAL DESCRIPTION

BEING A 39.341 ACRE TRACT OF LAND (INCLUDING A 60 SQUARE FOOT AREA IN CONFLICT) OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 79.61 ACRE TRACT CONVEYED TO P & H FAMILY LIMITED PARTNERSHIP NO. 1 AS TRACT A BY DEED OF RECORD IN VOLUME 1733, PAGE 755, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 39.341 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with "CEC" cap set at the northeast corner of the remainder of said 79.61 acre tract, being reentrant corner of a called 4.25 acre tract described in Exhibit C of said deed recorded in Volume 1733, Page 755, O.P.R.H.C.T.;

THENCE, along the common line of said remainder of 79.61 acre tract and partially of said 4.25 acre tract and then partially of a called 44.123 acre tract conveyed to the Elry and Barbara Hudson Living Trust by deed of record in Volume 2851, Page 80, O.P.R.H.C.T., S00°25'57"W, passing at distance of 99.94 feet, a ½ inch iron rod found at the westerly common corner of said 4.25 acre tract and of said 44.123 acre tract, continuing for a total distance of 712.85 feet to a ½ inch iron rod found at the westerly common corner of said 44.123 acre tract and of Bunker Ranch Phase 2, a subdivision of record in Document No. 20017197, O.P.R.H.C.T.;

THENCE, along the common line of said remainder of 79.61 acre tract and partially of said Bunker Ranch Phase 2 and then partially of Bunker Ranch Phase 3, a subdivision of record in Document No. 21009701, O.P.R.H.C.T., S00°21'25"W, passing at a distance of 629.14 feet, a ½ inch iron rod with "CEC" cap set at the westerly common corner of said Bunker Ranch Phase 2 and said Bunker Ranch Phase 3, continuing for a total distance of 722.37 feet to a ½ inch iron rod with "CEC" cap set at the northwesterly corner of Lot 1, Block 3, said Bunker Ranch Phase 3, being the easterly common corner of said 39.341 acre tract and of said remainder of 79.61 acre tract, for the **POINT OF BEGINNING**, hereof;

THENCE, along the common line of said 39.341 acre tract and of said Bunker Ranch Phase 3, S00°21'25"W, a distance of 1537.62 found at the westerly common corner of said Bunker Ranch Phase 3 and of a called 18.250 acre tract conveyed to The Overlook at Bunker Ranch, LLC by deed of record in Document No. 20061246, O.P.R.H.C.T.;

THENCE, bounding the area of conflict, the following two (2) courses and distances:

1. S05°53'31"E, a distance of 10.82 feet to a found ½ inch iron rod;
2. S86°15'32"W, a distance of 5.94 feet to an 8 inch cedar fence post found at the northerly common corner of said 18.250 acre tract and of a called 603.70 acre tract conveyed to Anna Marie Widen Speir, et al, by deed of record in Volume 1734, Page 427, O.P.R.H.C.T.;

THENCE, along the common line of said 39.341 acre tract and of said 603.70 acre tract, S88°42'30"W, a distance of 1,237.34 feet to a ½ inch iron rod with "CEC" cap set at the southerly common corner of said 78.021 acre tract and of a called 79.39 acre tract conveyed to P & H Family Limited Partnership No. 2 by deed of record in Volume 1733, Page 748, O.P.R.H.C.T.;

THENCE, along the common line of said 39.341 acre tract and of said 79.39 acre tract, the following two (2) courses and distances:

39.341 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 304-065
AUGUST 13, 2021

1. N18°14'48"E, a distance of 881.92 feet to a found ½ inch iron rod;
2. N19°44'58"W, a distance of 515.10 feet to a calculated point at the westerly common corner of said 39.341 acre tract said remainder of 79.61 acre tract;

THENCE, along the common line of said 39.341 acre tract and of said remainder of 79.61 acre tract, the following seven (7) courses and distances:

1. N90.00'00"E, a distance of 82.95 feet to a calculated point;
2. N00°01'40"E, a distance of 214.73 feet to a calculated point;
3. S89°46'31"E, a distance of 292.40 feet to a calculated point;
4. N00°00'00"E, a distance of 60.99 feet to a calculated point at the beginning of a 25.00 foot radius curve to the right;
5. Along the arc of said 25.00 foot radius curve, a distance of 39.27 feet through a central angle of 90°00'00", and having a chord which bears N45°00'00"E, a distance of 35.36 feet to a calculated point;
6. N90°00'00"E, a distance of 545.30 feet to a calculated point at the beginning of a 480.00 foot radius curve to the right;
7. Along the arc of said 480.00 foot radius curve, a distance of 210.24 feet through a central angle of 25°05'43", and having a chord which bears S77°27'08"E, a distance of 208.56 feet to the **POINT OF BEGINNING**, and containing 39.341 acres (1,713,713 square feet) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 13th day of August, 2021.


Frank William Funk, R.P.L.S. 6803
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419



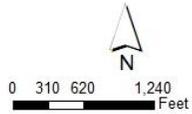
Attachment "B"
39.341 ace Property Depiction



Location Map

Annex2021-0004
Hardy 2 Tract
Annexation

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



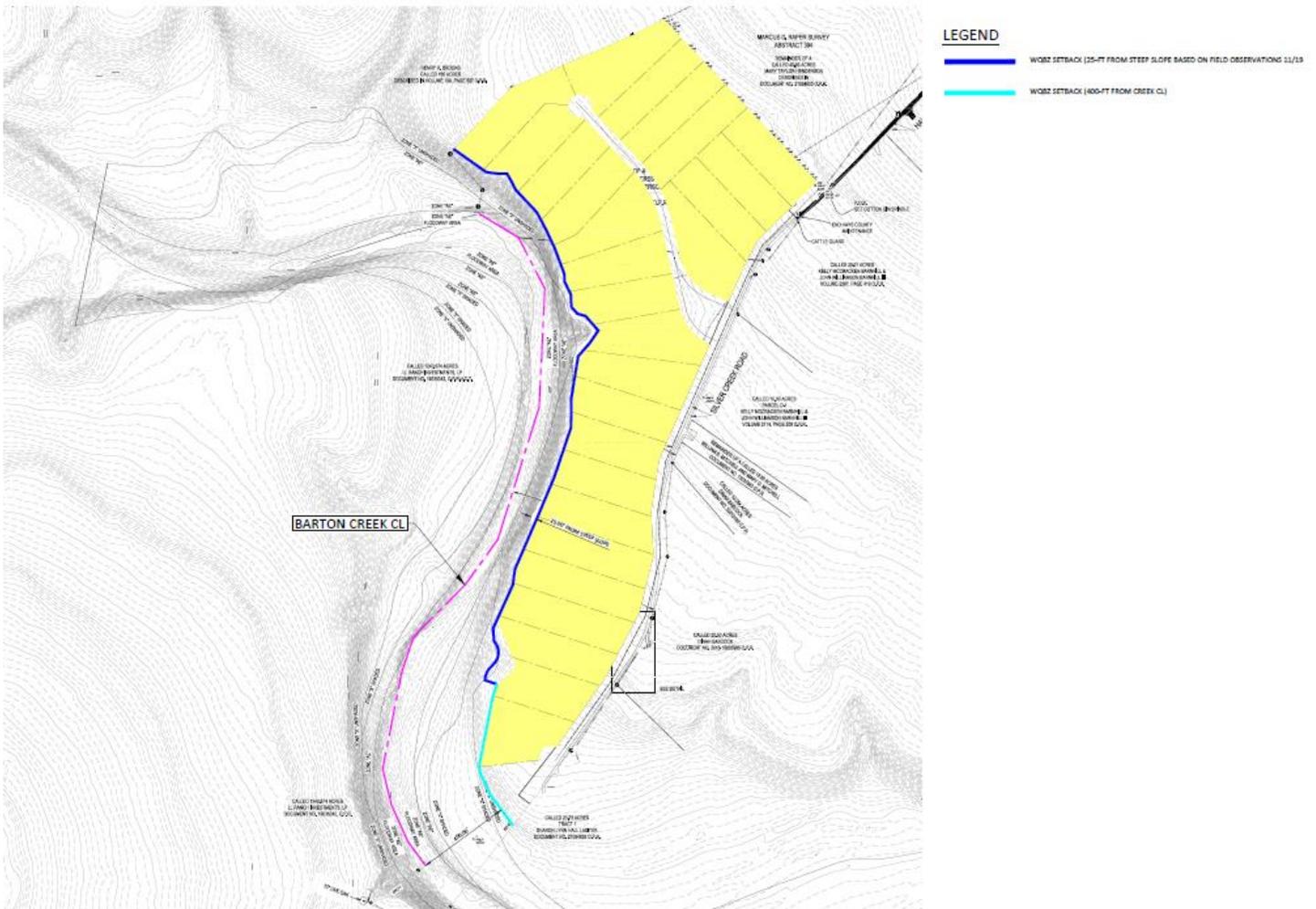


City Council Planning Department Staff Report

City Council Meeting: December 7, 2021
Project No: MORW2021-001
Project Planner: Tory Carpenter, AICP, Senior Planner

Item Details

Project Name: Silver Creek Subdivision
Property Location: 12970 Silver Creek Road
Legal Description: 60 Acres out of the M D Raper Survey
Applicant: Doucet & Associates
Property Owners: Southern Land Company
Request: A wavier from the temporary development moratorium.



Overview

This request is associated with a proposed residential subdivision consisting of 27 residential lots in the ETJ. Each lot would be at least 1.5 acres and would utilize individual septic systems.

Request Overview

On November 23, the applicant requested an administrative exception to the temporary development moratorium. Given the number of lots and requirement for a new street, staff determined that this request is not considered a “small” development and denied this administrative request.

Staff recommends approval of this waiver request.

Attachments

Exhibit 1: Waiver Request

Recommended Action:	Staff recommends approval of the waiver from the temporary development moratorium.
Alternatives/Options:	Deny of the waiver
Budget/Financial Impact:	None calculated at this time, however, those properties in the city limits will be subject to property taxes.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A



City of Dripping Springs MORATORIUM WAIVER APPLICATION

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

Property/Site Address or Legal Description: 12970 Creek Road

_____ Hays CAD Property ID (R #): 17604

Owner Name: Southern Land Company Phone #: 830-837-1982

Owner Email: dan.hutts@southernland.com

Authorized Agent: Doucet and Associates Phone #: 512-583-2600

Agent Email: tbratton@doucetengineers.com

BASIS FOR WAIVER:

Ultimately, the Silver Creek Subdivision has no impact on the City's wastewater system and will not require a change in land use. The property is located outside of the City of Dripping Springs jurisdiction for land use regulations. Each 1.5 acre lot will utilize individual OSSF's that will be permitted through Hays County. It is currently being used as a single family residential parcel, and will remain as such with the new subdivision of land per Hays County and City of Dripping Springs Ordinances.

Additional Information / Submittal Requirements:

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

Dan Hutts
Applicant Signature

DAN HUTTS
Print Name

12-1-21
Date

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

WQBZ EXHIBIT

SOUTHERN LAND COMPANY
 SILVER CREEK SUBDIVISION
 CITY OF DRIPPING SPRINGS

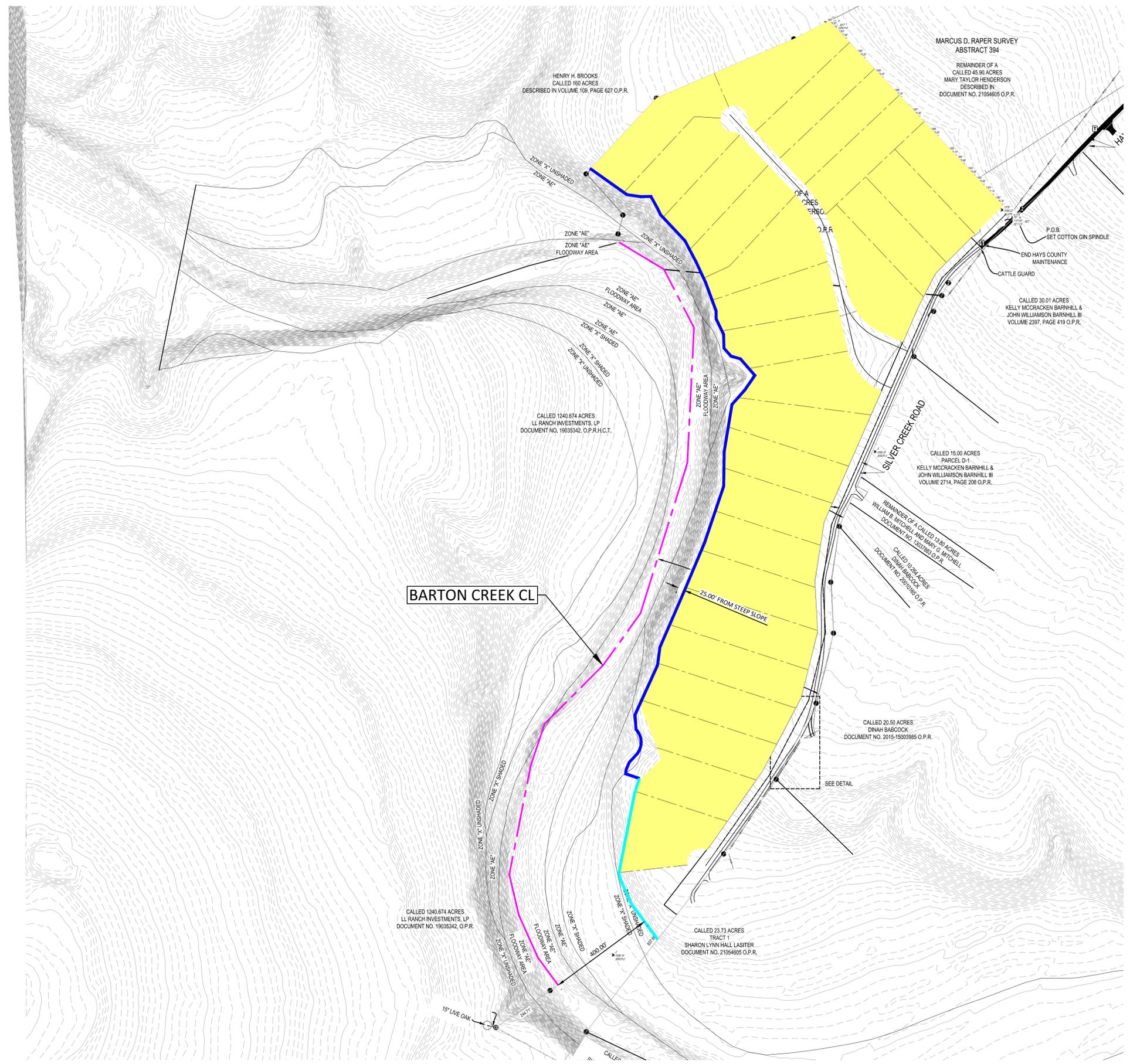
Designed: JH
 Drawn: JH
 Reviewed: TB
 Date: 11-22-2021

SHEET
1
 OF 1

Project No.:
 2408-001

LEGEND

-  WQBZ SETBACK (25-FT FROM STEEP SLOPE BASED ON FIELD OBSERVATIONS 11/19)
-  WQBZ SETBACK (400-FT FROM CREEK CL)



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CITY OF DRIPPING SPRINGS

ORDINANCE 2021-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and issuance of permits in the City Limits and ETJ.

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

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

SECTION 8. EXCEPTIONS AND EXEMPTIONS:

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

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

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

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

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

SECTION 9. DETERMINATIONS & APPEALS

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

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

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

SECTION 11. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

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

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

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

SECTION 14. PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”



Permits Subject to Moratorium¹

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

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

Permits not Subject to Moratorium

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

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

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

November 1, 2021

Laura Mueller
 City Attorney
 City of Dripping Springs

Dripping Springs, TX 78620

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

Dear Mrs. Mueller:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

Burgess & Niple



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



DRIPPING SPRINGS
Texas

December 1, 2021

RE Application for Exception
 Project Name: Silver Creek Subdivision
 Name of Applicant: Doucet and Associates
 Address of Project: 12970 Creek Road

Via E-Mail: tbratton@doucetengineers.com

Dear Mr. Bratton:

The City of Dripping Springs has enacted a moratorium for a period of 90 days. As part of enactment of this ordinance the City provided an administrative exception process as it relates to Development Agreements. We received your exception request on November 23, 2021. It is denied based on the filed request. It is denied because the project is not considered a small, no impact project because of the number of potential lots. However, the project could apply for a waiver. Any waiver request will be responded to within 10 days by City Council. Based on your current submission, city staff would support approval of your waiver request to City Council. Please find the waiver form on the City of Dripping Springs website.

Denied for subdivision of Silver Creek Subdivision.

Sincerely,

Howard Koontz
 Planning Director
 City of Dripping Springs

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

Received

DEC 03 2021

Item # 10.



City of Dripping Springs MORATORIUM WAIVER APPLICATION

City of Dripping Springs

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

Property/Site Address or Legal Description: 900 Hays Country Acres Road - Property consists of Four (4) Legal Lots, that being, Lots 1-4 out of the Park Meadow Subdivision recorded under Vol. 7, Page 65 Hays CAD Property ID (R #): (62*)849,*850,*851,*852

Owner Name: Gateway TX DS, LLC Phone #: 512.897.4600

Owner Email: chohl2012@gmail.com

Authorized Agent: Jennifer M. Garcia, PE Phone #: 504-289-3869 (Mobile)

Agent Email: j.harreninterests@gmail.com

BASIS FOR WAIVER:

The said property, consisting of approximately 21 acres, is located in the City of Drippings Springs ETJ and Hays County. Per the subdivision, the property receives domestic water and wastewater by means of well and septic systems. In accordance with the attached Development Agreement and Addendum to such agreement, the property has been approved by Hays County to be redeveloped to a single-family use with an option of a condominium regime. In addition, the agreements speaks to the extension of wastewater permitting for the entire acreage. Therefore, the redevelopment of the property, if a condominium regime is proposed, will require a re-plat.

The redevelopment will not require City of Dripping Springs utilities, that being both water and wastewater. The required permitting/entitlements will be a re-plat, if necessary, subdivision construction documents and residential building permits.

Because the redevelopment will not require City utilities, a waiver should be granted for the redevelopment.

Additional Information / Submittal Requirements:

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

Jennifer M Garcia, PE
Applicant Signature *Jennifer M Garcia*

Jennifer M. Garcia, PE
Print Name

12/3/2021
Date

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

DEVELOPMENT AGREEMENT FOR GATEWAY ESTATES II

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Development Agreement for Gateway Estates II (the "Agreement") is by and between HAYS COUNTY, TEXAS (the "County"), and GATEWAY TX DS, LLC, a Texas limited liability company (the "Owner").

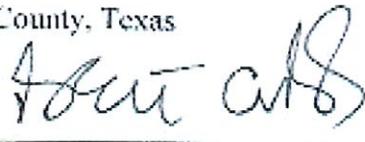
1. The Owner owns approximately 21.79 acres of land described as Lots 1, 2, 3 and 4, PARK MEADOW, a subdivision in Hays County, Texas, according to the map or plat thereof (the "Plat"), recorded in Volume 7, Page 65 of the Plat Records of Hays County, Texas (the "Property").
2. The Property is located within Hays County, Texas.
3. The Property has been platted in accordance with the applicable laws of Hays County, Texas.
4. The Owner currently operates a manufactured home community on the Property. The site plan of the current existing structures located on the Property is attached hereto as Exhibit "A".
5. In 2010, the Property received initial wastewater permits from the County (Permits # 2010-426, 2010-427, 2010-428 and 2010-429) to construct on-site sewerage facilities to service the manufactured home community.
6. In 2015, the Property received additional wastewater permits from the County (Permits # 2015-30182, 2015-30183, 2015-30184 and 2015-30186; these permits are jointly herein referred to as the "Wastewater Permits") that allow the Property to be developed with 35 duplexes and 1 single family residence comprising a total of 71 three bedroom units. The current approved duplex redevelopment plan is attached hereto as Exhibit "B".
7. The Property, under Permit # TX1050121 from the Texas Commission on Environmental Quality (the "Water Permit"), is allowed to operate a potable water system, all as more fully described in the Water Permit. The Water Permit is sufficient to provide water for at least 71 units.
8. The Owner desires to pursue a single family residential project containing approximately 69 residences on the Property resulting in daily sewerage flows equal to or less than those currently permitted under the Wastewater Permits. The Owner may develop the Property in phases, which may include the condominium form of ownership; a concept plan of such proposed development is attached hereto as Exhibit "C".

9. Presently there remains to be constructed two septic tanks on the Property to complete the requirements of the Wastewater Permits. The authorization to construct these two tanks is valid until December 7, 2016. Owner is requesting the County to extend the time to construct for 5 years from date hereof due to the phasing on the Property.

10. The County confirms that (i) the authorization to construct under the Wastewater Permits is valid for five years after the date hereof, (ii) the Wastewater Permits will continue to be applicable to the Property if and when a condominium form of ownership occurs on the Property; and (iii) the Plat is sufficient for a condominium form of ownership on the Property, provided the Property complies with Chapter 82 of the Texas Property Code and is re-platted through Hays County prior to development.

COUNTY:

Hays County, Texas

By: 

Name: Bert Cobb, M.D.
Title: Hays County Judge

OWNER:

Gateway TX DS, L.L.C
a Texas limited liability company

By: 
Name: Christian Sanchez
Title: Member

EXHIBIT "A"

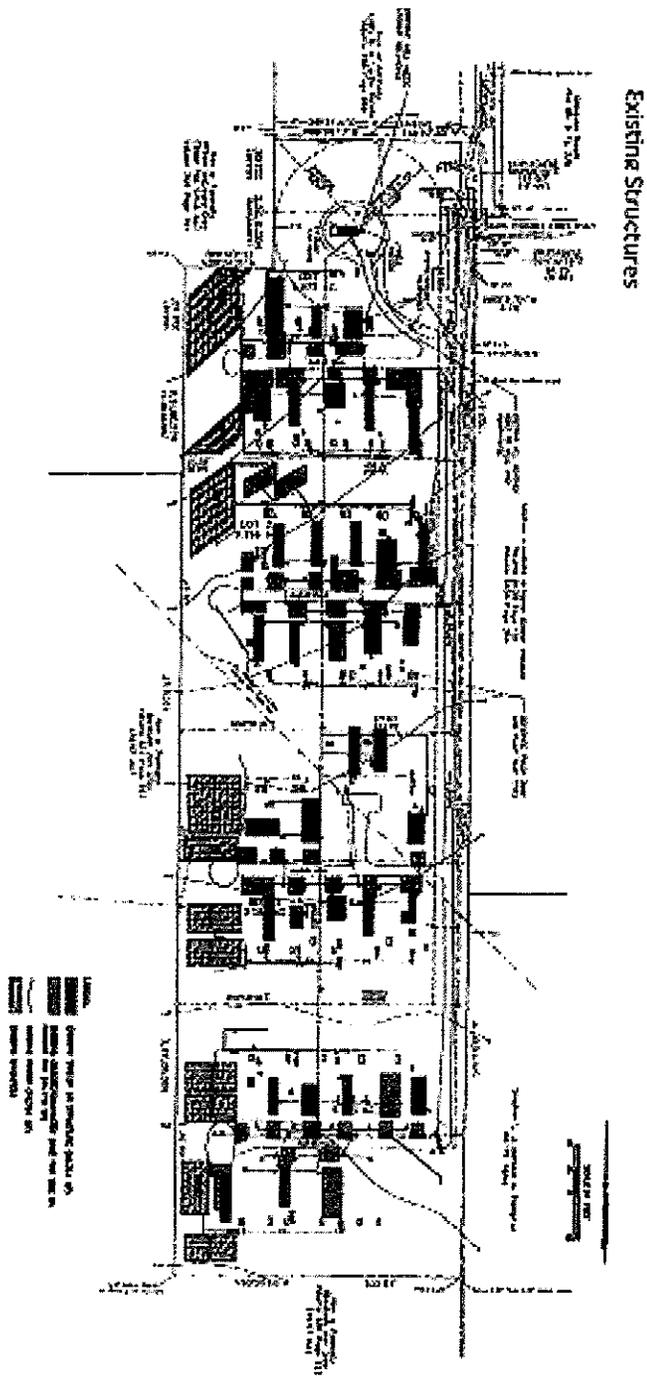
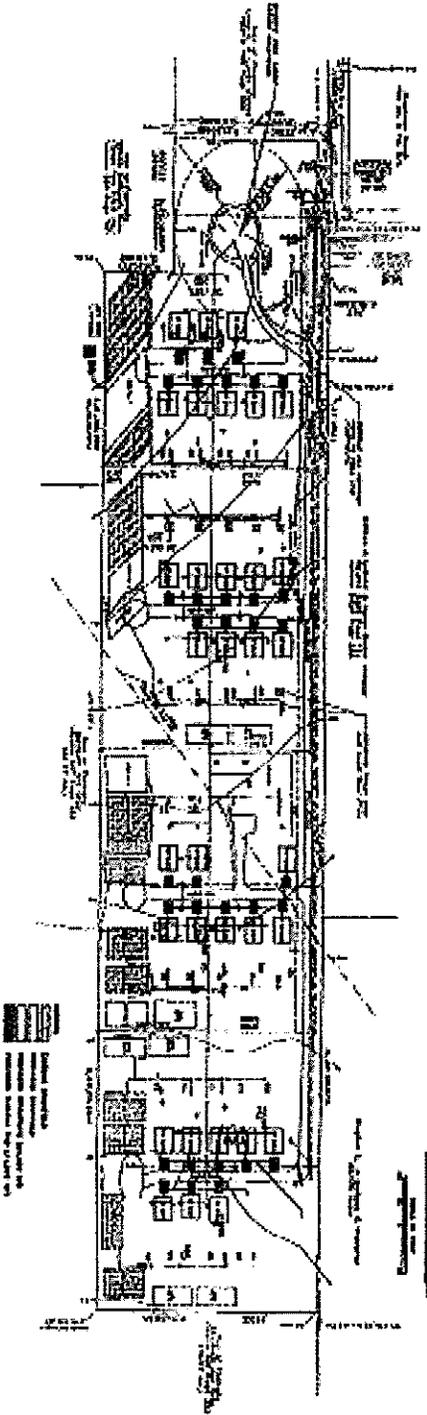
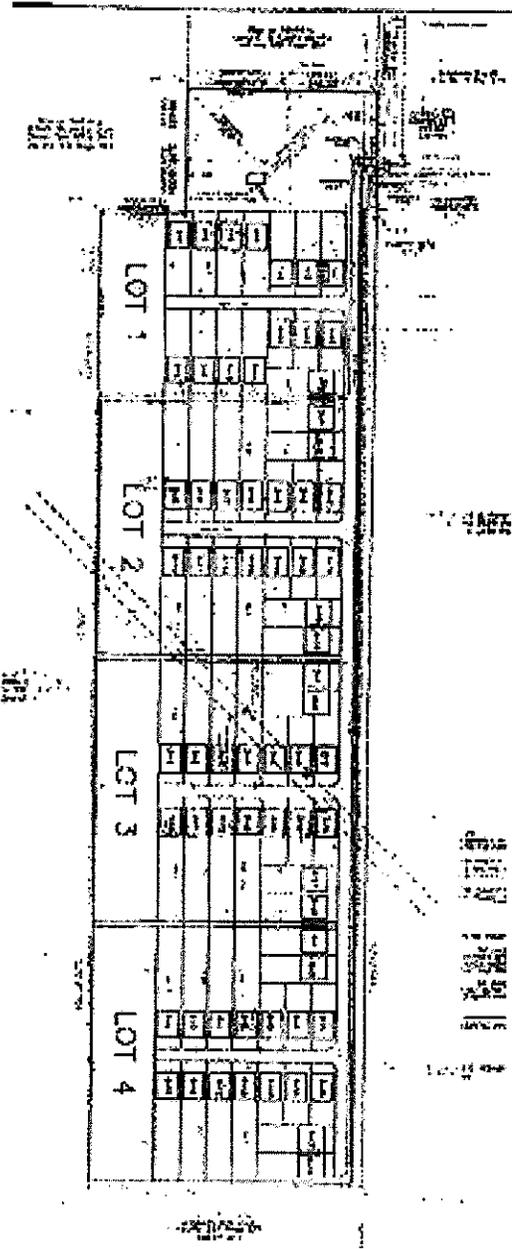


EXHIBIT "B"



Current Approved Redevelopment

EXHIBIT "C"



Proposed Redevelopment

**FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BETWEEN HAYS COUNTY AND GATEWAY TX DS, LLC**

This 1ST Amendment to the Development Agreement ("Amendment") executed on or about November 22, 2016 is made this 13th day of July, 2021, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Gateway TX DS, LLC (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

SECTIONS 9 & 10 OF THE AGREEMENT SHALL BE AMENDED TO REFLECT THE FOLLOWING MODIFICATIONS

9. Presently there remains to be constructed two septic tanks on the Property to complete the requirements of the Wastewater Permits. The authorization to construct these two tanks is valid until December 7, 2016. Owner is requesting the County to extend the time to construct for 10 years from date hereof due to the phasing on the Property.

10. The County confirms that (i) the authorization to construct under the Wastewater Permits is valid for ~~five~~ ten years after the date hereof, (ii) the Wastewater Permits will continue to be applicable to the Property if and when a condominium form of ownership occurs on the Property; and (iii) the Plat is sufficient for a condominium form of ownership on the Property, provided the Property complies with Chapter 82 of the Texas Property Code and is re-platted through Hays County prior to development.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to the Development Agreement hereby executed this 13th day of July, 2021, as is evidenced by the authorized signatures of the Parties, below.

CONTRACTOR


GATEWAY TX DS, LLC
CHRISTIAN ALVARADO

COUNTY


HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE



ATTEST: 
ELAINE H. CARDENAS, MBA, PhD
HAYS COUNTY CLERK



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

Submitted By: Kelly Schmidt, Parks & Community Services Director

City Council Meeting Date: December 7, 2021

Agenda Item Wording: Discuss and consider approval of the proposed Dripping Springs Park System Wayfinding Signage Plan.

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: In FY2021 a Park System Wide Wayfinding Signage Plan was approved for funding by the City Council. Due to length of time it has taken to complete, the project was carried over for completion from the FY2021 to the FY2022 budget.

A Wayfinding Signage Committee was assembled to assist Parks and Community Services Director and Studio 16:19 in the signage selection and Studio 16:19 compiled sign location recommendations based on feedback from staff and first-hand assessments.

The Parks System Wayfinding Signage Plan Committee consisted of the following city staff and Dripping Springs partners:

- Michelle Fischer, City Administrator
- Kelly Schmidt, Parks & Community Services Director
- Lisa Sullivan, Communications Director
- Emily Nelson, Ranch Park Manager
- Mack Rusick, Programs & Aquatics Manager
- Paul Fushille, Parks & Recreation Commissioner
- Jenny Pack, Dr. Pound Farmstead Executive Director
- Laura Marsan, Dripping Springs HS Mountain Bike Club
- Sue Harding, Hays County Master Naturalist
- Michelle Ciacco, DSYSA President

This collective of individuals met with and provided design feedback to Studio 16:19 during the plan development process.

The plan that is being presented will serve as a cohesive aesthetic guide to adhere to for all wayfinding and policy signage in current and future Dripping

Springs parks. Each park’s signage updates will be implemented as budget approval process and available resources allow.

Parks & Recreation Commission Recommendation: Recommend approval as presented.

Attachments: Proposed Wayfinding Park Signage Standards and Plan

Next Steps/Schedule: Once approved by Council, publish first signage implementation RFP which will have been authored by Studio 16:19 as part of their original project scope.

CITY OF DRIPPING SPRINGS

Park Signage Design Development Package

December 2021

CONTENTS

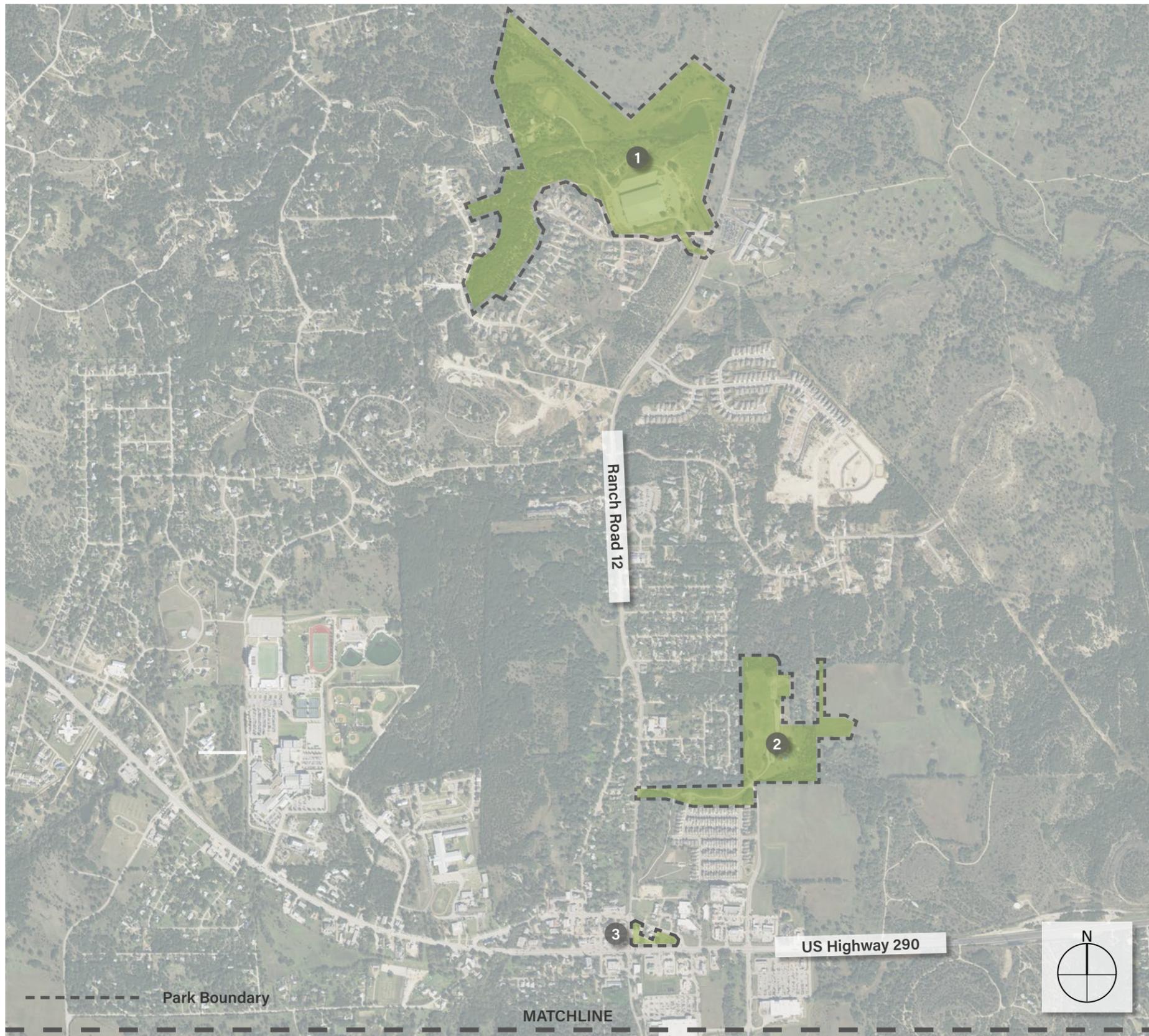
- Key Map
- Existing Sign Type Inventory
- Existing Signage Inventory by Park
- Proposed Signage Designs
- Proposed Signage Locations by Park
- Appendix: Existing Sign Inventory Photo Array



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



DESIGN TEAM
Studio16:19
 305 W. Liberty Ave, Suite 100
 Round Rock, TX 78664



D.S. Ranch Park



Founders Memorial Park



Veterans Memorial Park

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Dripping Springs Key Map (North)



Dripping Springs Key Map (South)

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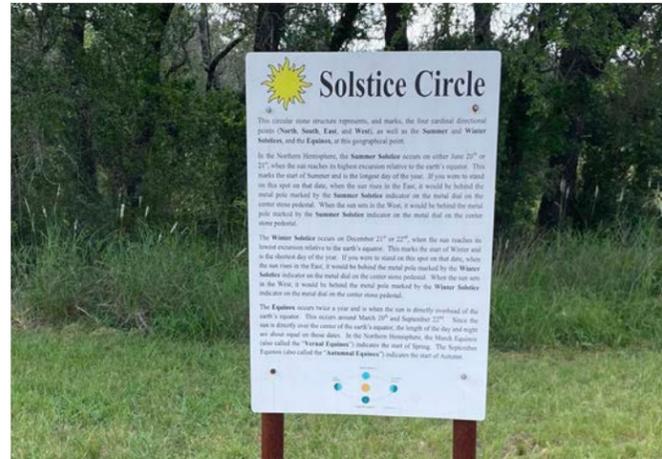
ENTRANCE MONUMENT SIGN (5)



INFO KIOSKS (3)



PARK RULES/INFO/MISC. SIGNS (12)



TRAIL MARKERS (18)

Item # 11.



Existing Sign Type Inventory - All Parks (Quantity)

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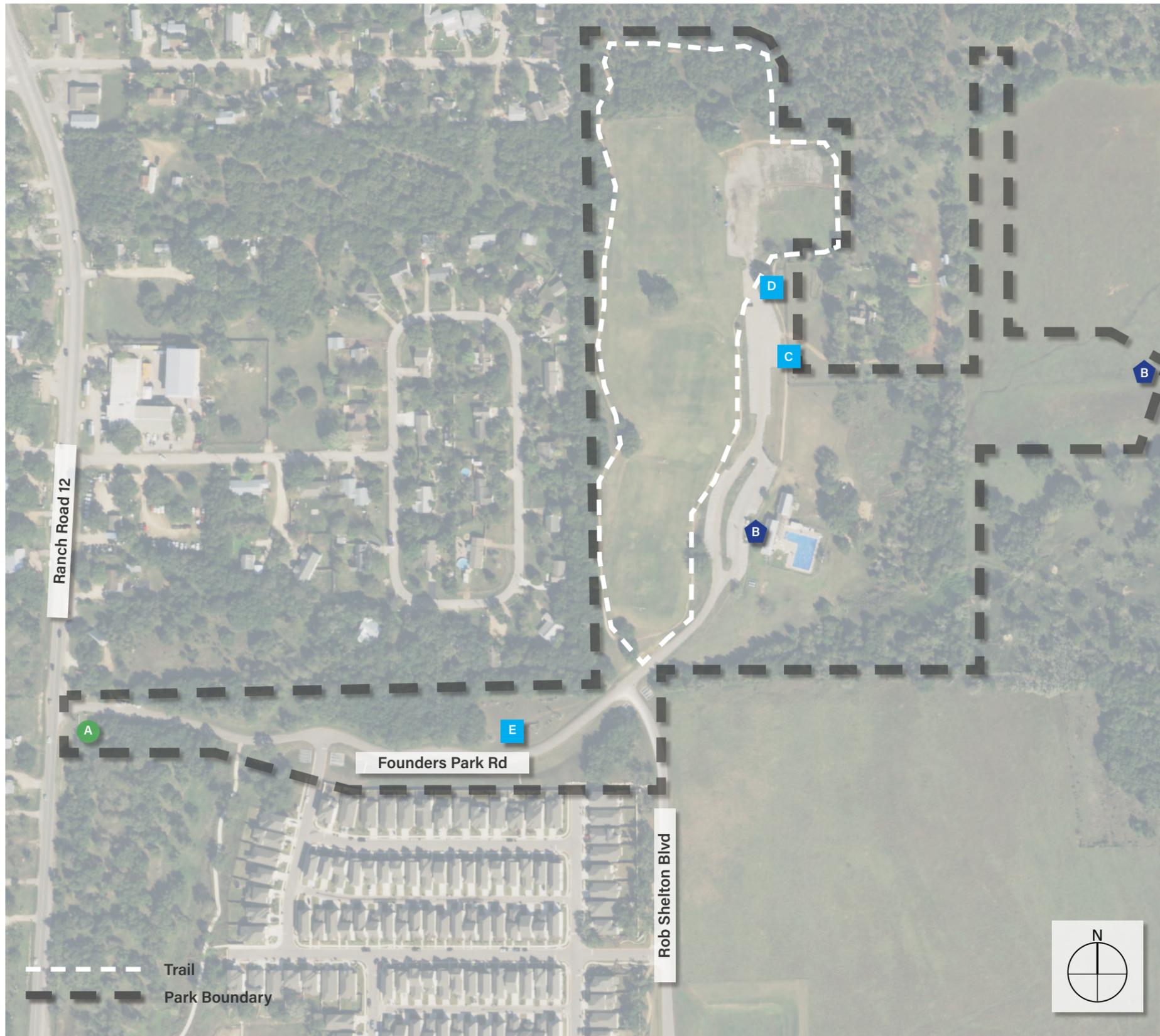
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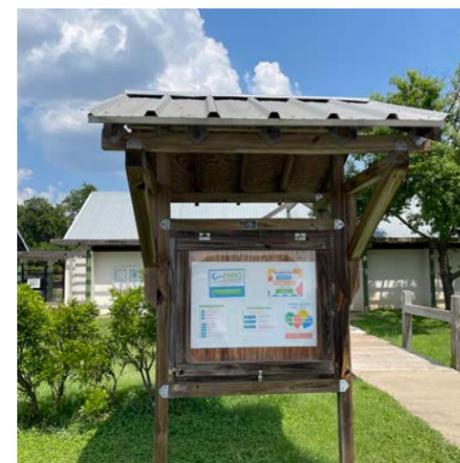
TRAIL MARKER (1)

Dripping Springs Ranch Park - Existing Signage Inventory (Quantity)

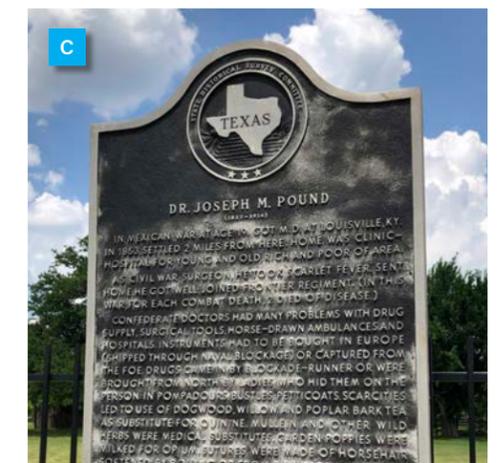
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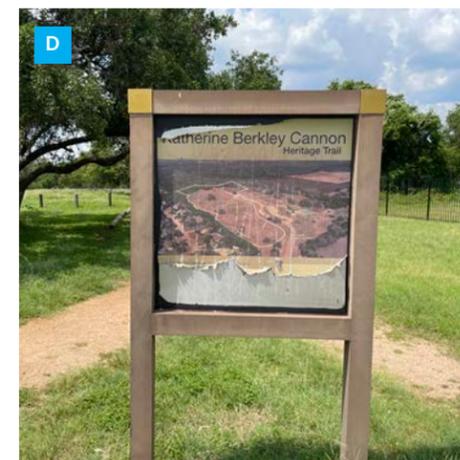
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INFO KIOSK (1)



PARK RULES/INFO SIGN (3)



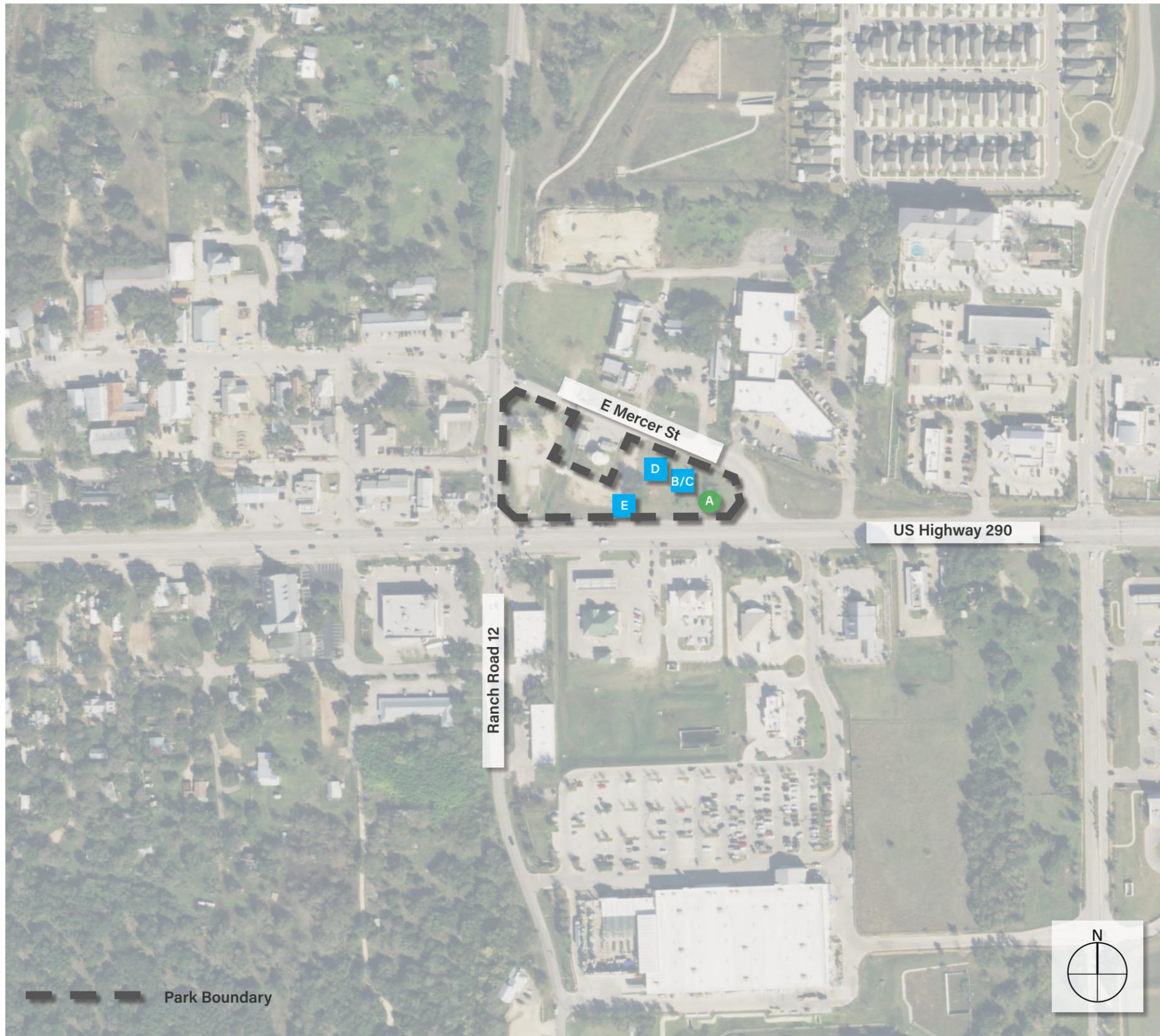
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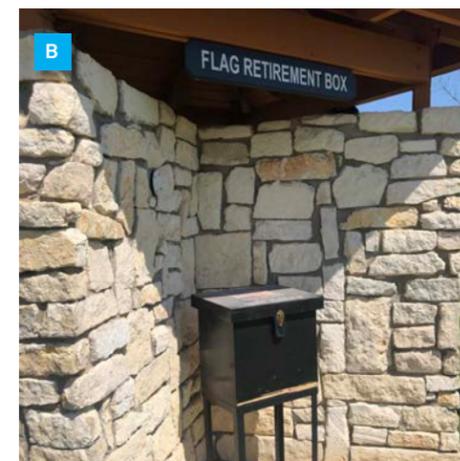
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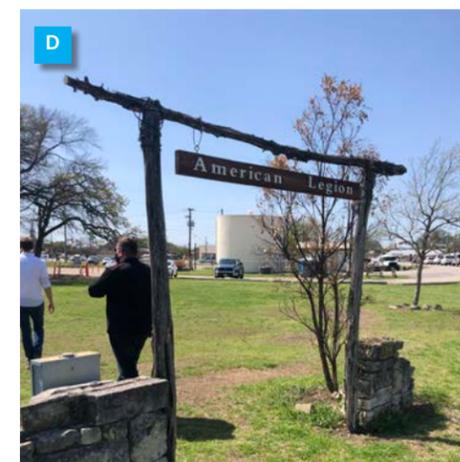
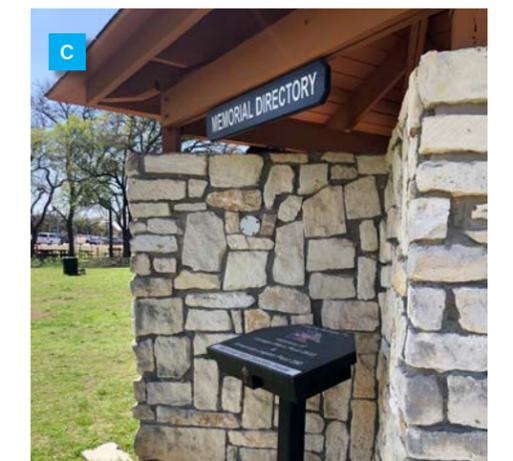
Founders Memorial Park - Existing Signage Inventory (Quantity)



ENTRANCE MONUMENT SIGN (1)



PARK RULES/INFO SIGN (3)

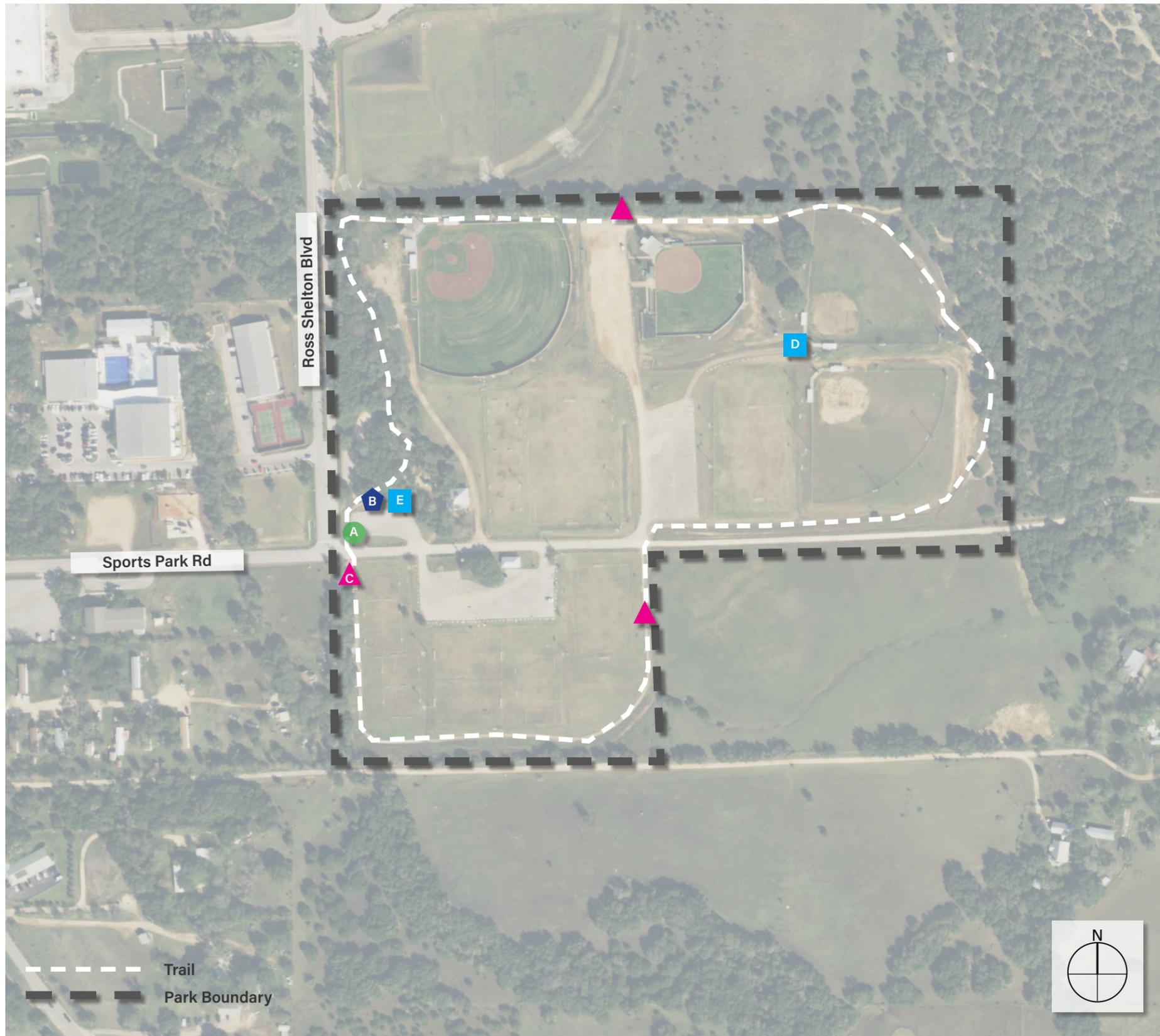


3-SIDED BANNER SIGN (1)



Veterans Memorial Park - Existing Signage Inventory (Quantity)

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ENTRANCE MONUMENT SIGN (1)



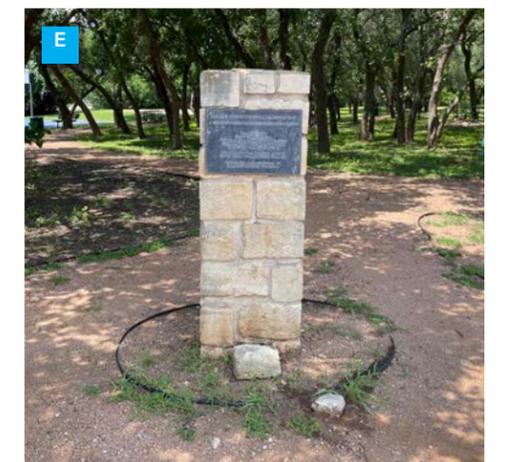
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TRAIL MARKERS (3)

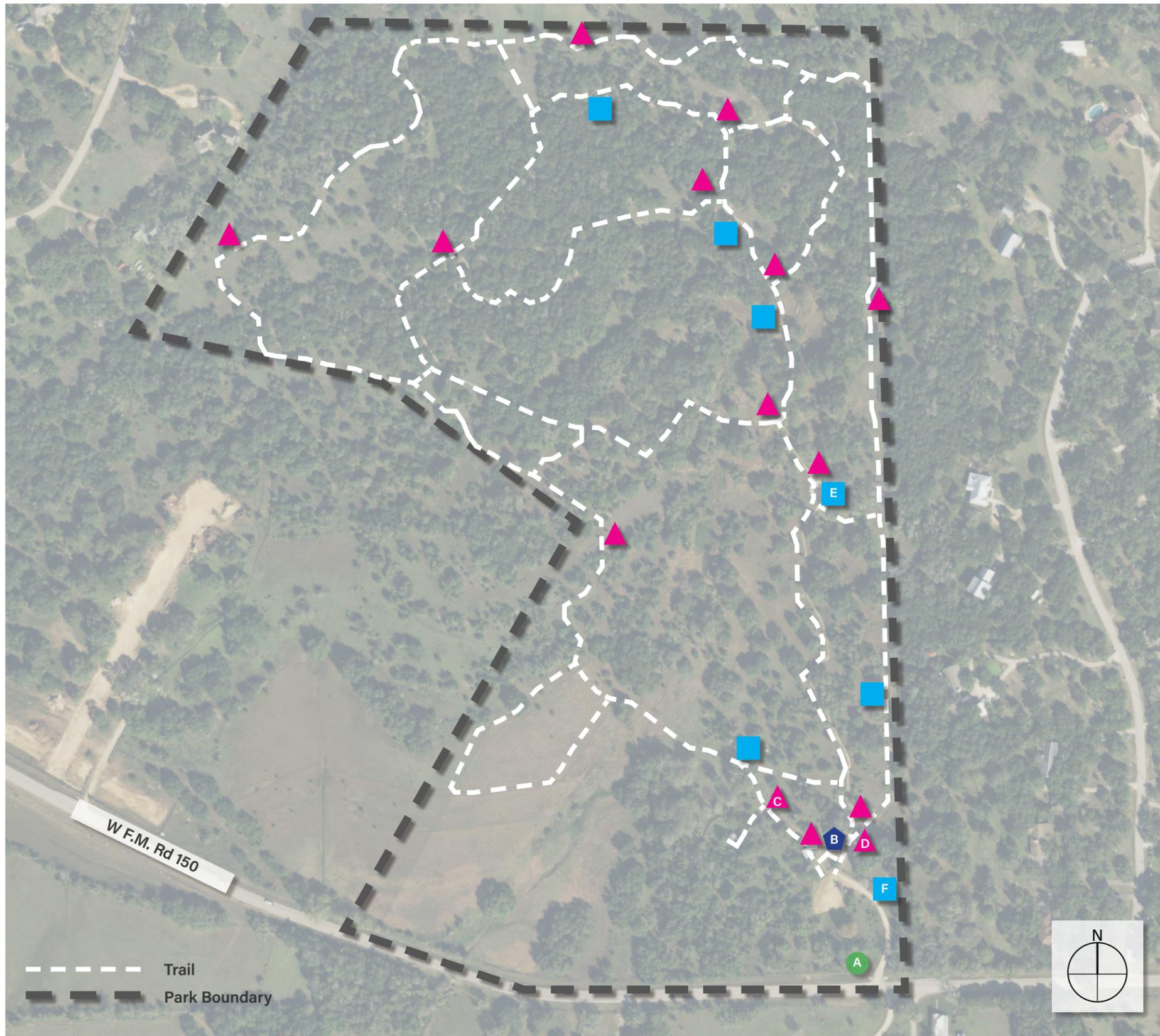


PARK RULES/INFO SIGN (2)



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Sports & Recreation Park - Existing Signage Inventory (Quantity)



ENTRANCE MONUMENT SIGN (1)



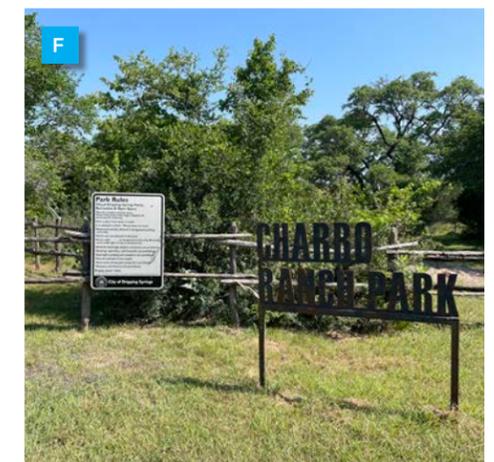
INFO KIOSK (1)



TRAIL MARKERS (14)



PARK RULES/INFO SIGN (7)



Charro Ranch Park - Existing Signage Inventory (Quantity)

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● ENTRANCE MONUMENT SIGN



◆ INFO KIOSKS



■ PARK RULES/INFO/MISC. SIGNS



▲ TRAIL MARKERS

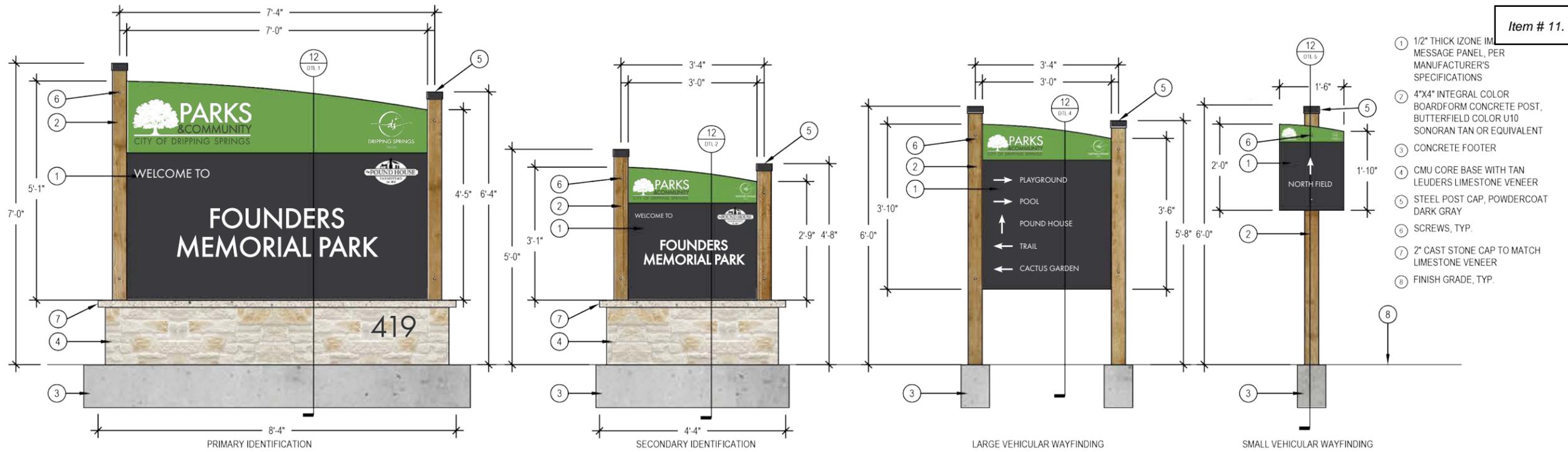
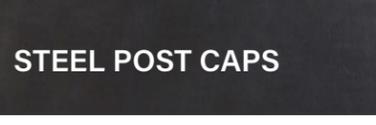
Item # 11.



Inspirational Design Images

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MATERIALS



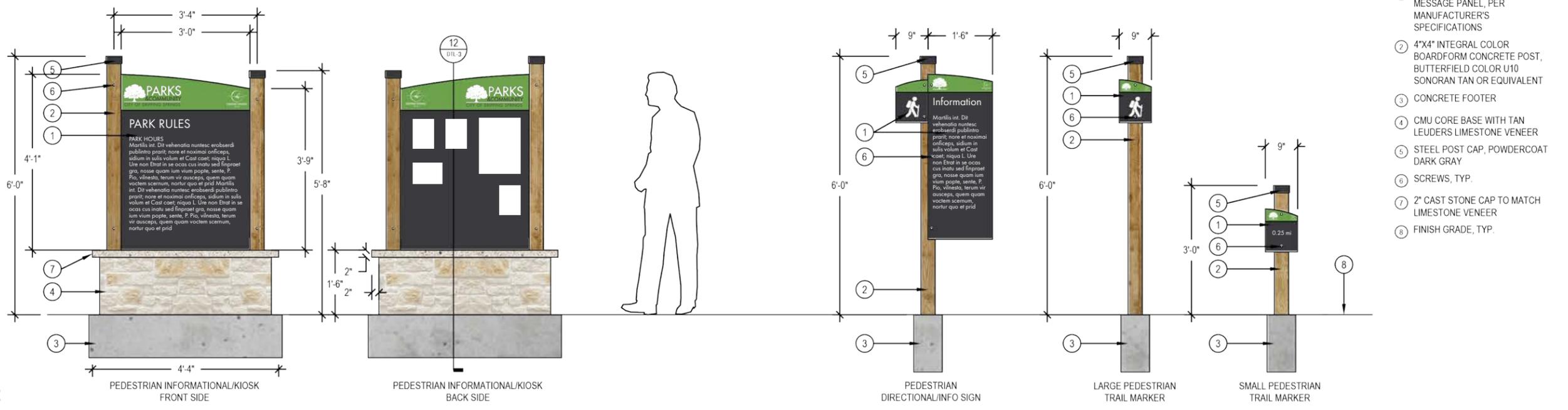
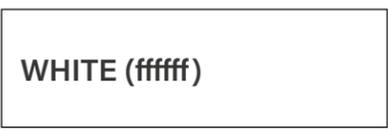
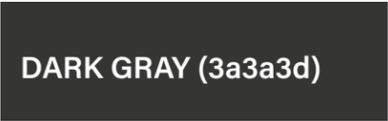
Item # 11.

- 1 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- 2 4"x4" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
- 3 CONCRETE FOOTER
- 4 CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
- 5 STEEL POST CAP, POWDERCOAT DARK GRAY
- 6 SCREWS, TYP.
- 7 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- 8 FINISH GRADE, TYP.

1 VEHICULAR IDENTIFICATION SIGNAGE

SCALE: 3/8" = 1'-0"

IZONE PANEL COLORS



- 1 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- 2 4"x4" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
- 3 CONCRETE FOOTER
- 4 CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
- 5 STEEL POST CAP, POWDERCOAT DARK GRAY
- 6 SCREWS, TYP.
- 7 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- 8 FINISH GRADE, TYP.

FONT:
 Futura PT: Medium
 ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

2 PEDESTRIAN IDENTIFICATION SIGNAGE: FOUNDERS MEMORIAL PARK, VETERANS MEMORIAL PARK, SPORTS & REC PARK, CHARRO RANCH PARK

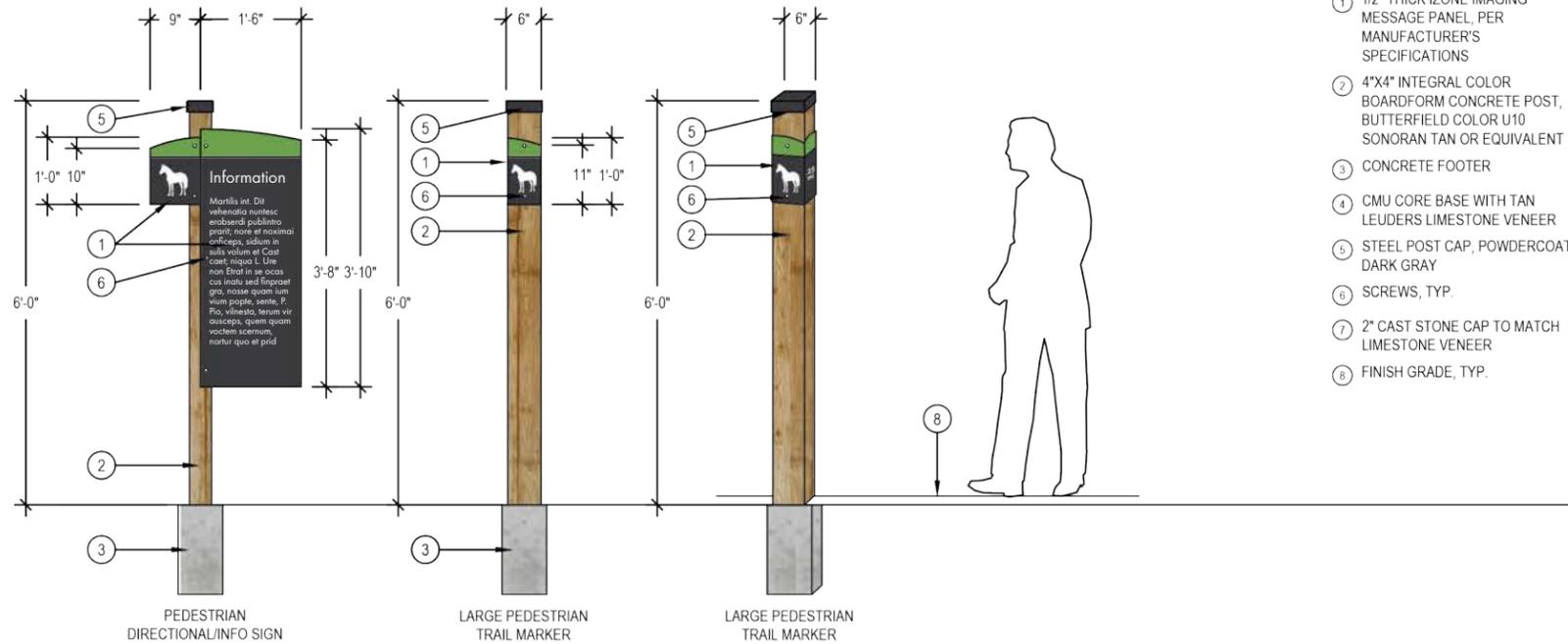
SCALE: 3/8" = 1'-0"

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Rustic-Modern Sign Design



MATERIALS

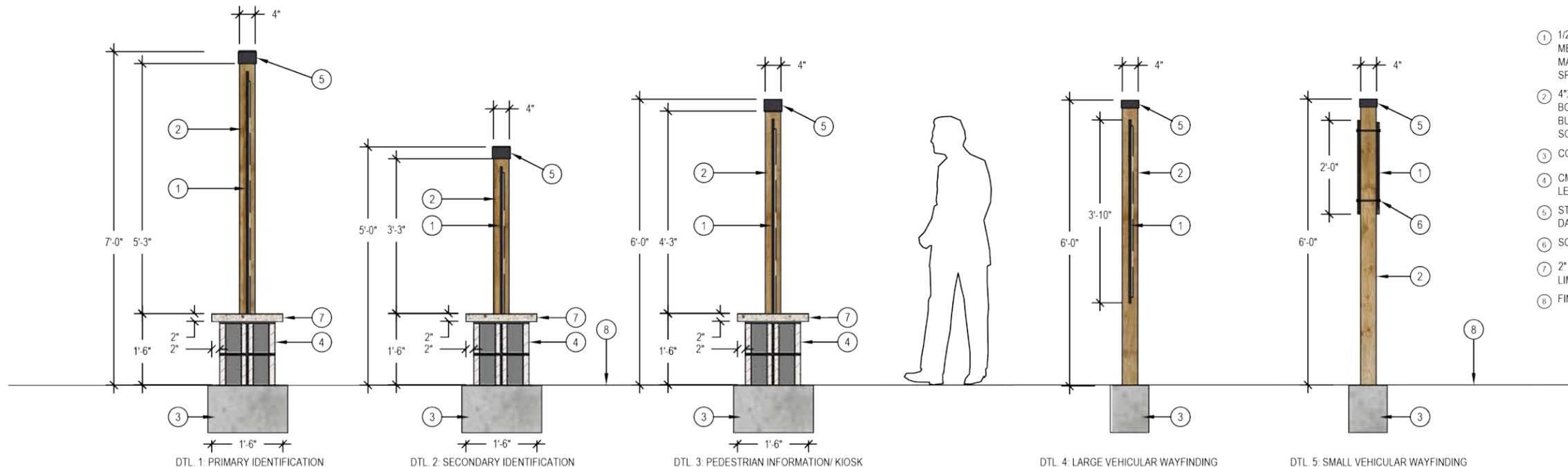
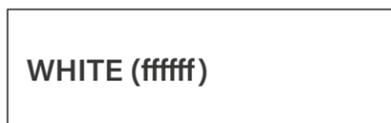
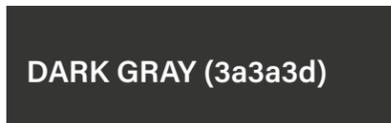


- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- ② 4"x4" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
- ③ CONCRETE FOOTER
- ④ CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
- ⑤ STEEL POST CAP, POWDERCOAT DARK GRAY
- ⑥ SCREWS, TYP.
- ⑦ 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- ⑧ FINISH GRADE, TYP.

1 PEDESTRIAN IDENTIFICATION SIGNAGE: RANCH PARK

SCALE: 3/8" = 1'-0"

IZONE PANEL COLORS



- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- ② 4"x4" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
- ③ CONCRETE FOOTER
- ④ CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
- ⑤ STEEL POST CAP, POWDERCOAT DARK GRAY
- ⑥ SCREWS, TYP.
- ⑦ 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- ⑧ FINISH GRADE, TYP.

2 WAYFINDING SIGNAGE: SECTION VIEW

SCALE: 3/8" = 1'-0"

FONT:

Futura PT: Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Rustic-Modern Sign Design

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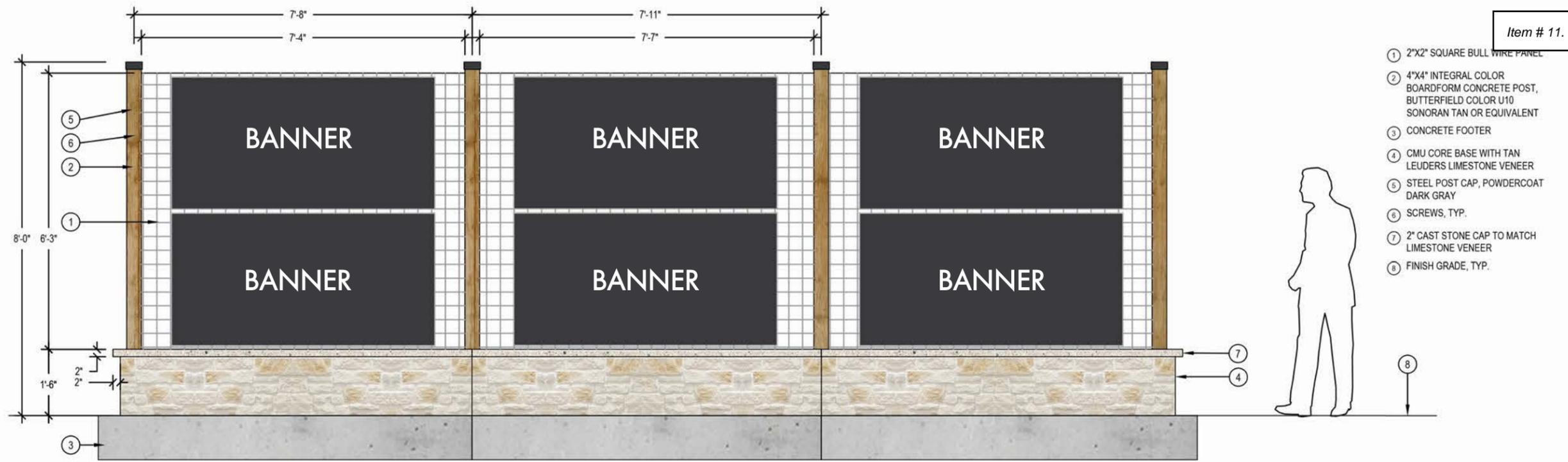
MATERIALS

INTEGRAL COLOR BOARDFORM CONCRETE

LIMESTONE

CASTSTONE CAPS

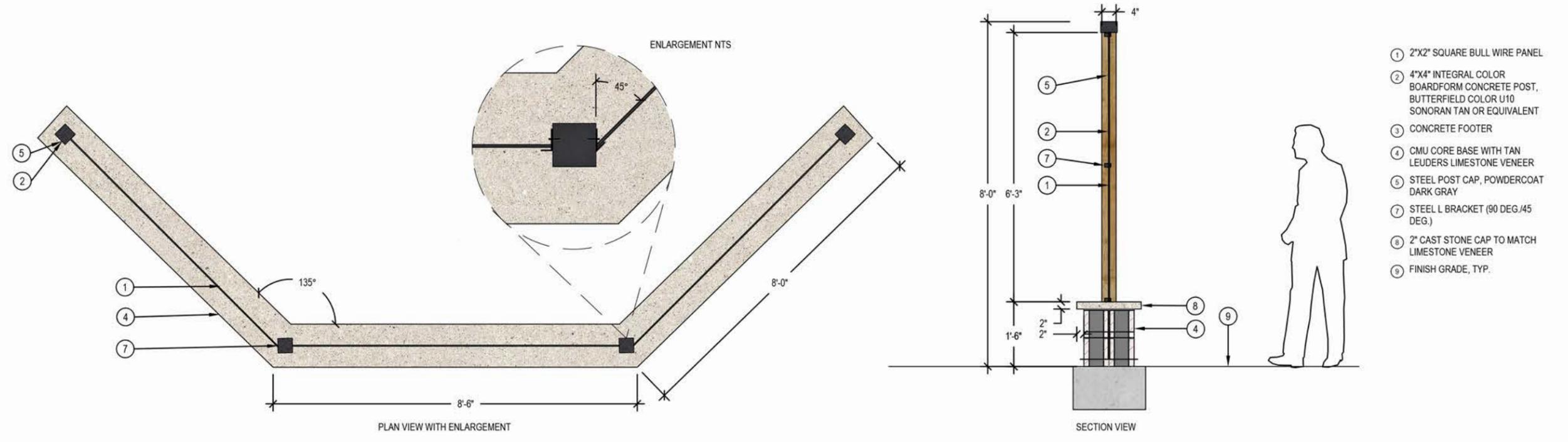
STEEL POST CAPS



Item # 11.

1 THREE SIDED SIGN STRUCTURE WITH BANNERS

SCALE: 3/8" = 1'-0"



2 THREE SIDED SIGN STRUCTURE WITH BANNERS

SCALE: 3/8" = 1'-0"

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Veterans Memorial Park Specialty Event Sign



Proposed Vehicular Wayfinding Sign (1) Item # 11.

A. Ranch Park Wayfinding

Existing Signs to Remain (2)

Dripping Springs Ranch Park - Proposed Signage Locations (Quantity)

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Proposed Vehicular Monument Sign (2)

- A. Primary Identification
- B. Secondary Identification

Proposed Vehicular Wayfinding Sign (1)

- C. Pool/Pavilion
- Playground
- Historical House
- North/Middle Field
- South Field
- Cactus Garden

Proposed Park Rules/Info Sign (1)

- D. Historical House Info/Visit Times
- Trail Map

Replacement Park Rules/Info Sign (2)

- E. Park Rules
- Park Info/Events
- F. Park Rules

Proposed Pedestrian Wayfinding Sign (1)

- G. Trailhead
- Cactus Garden

Proposed Mile Marker (3)

Existing Signs to Remain (3)

Existing Sign/Kiosk to be Replaced (1)

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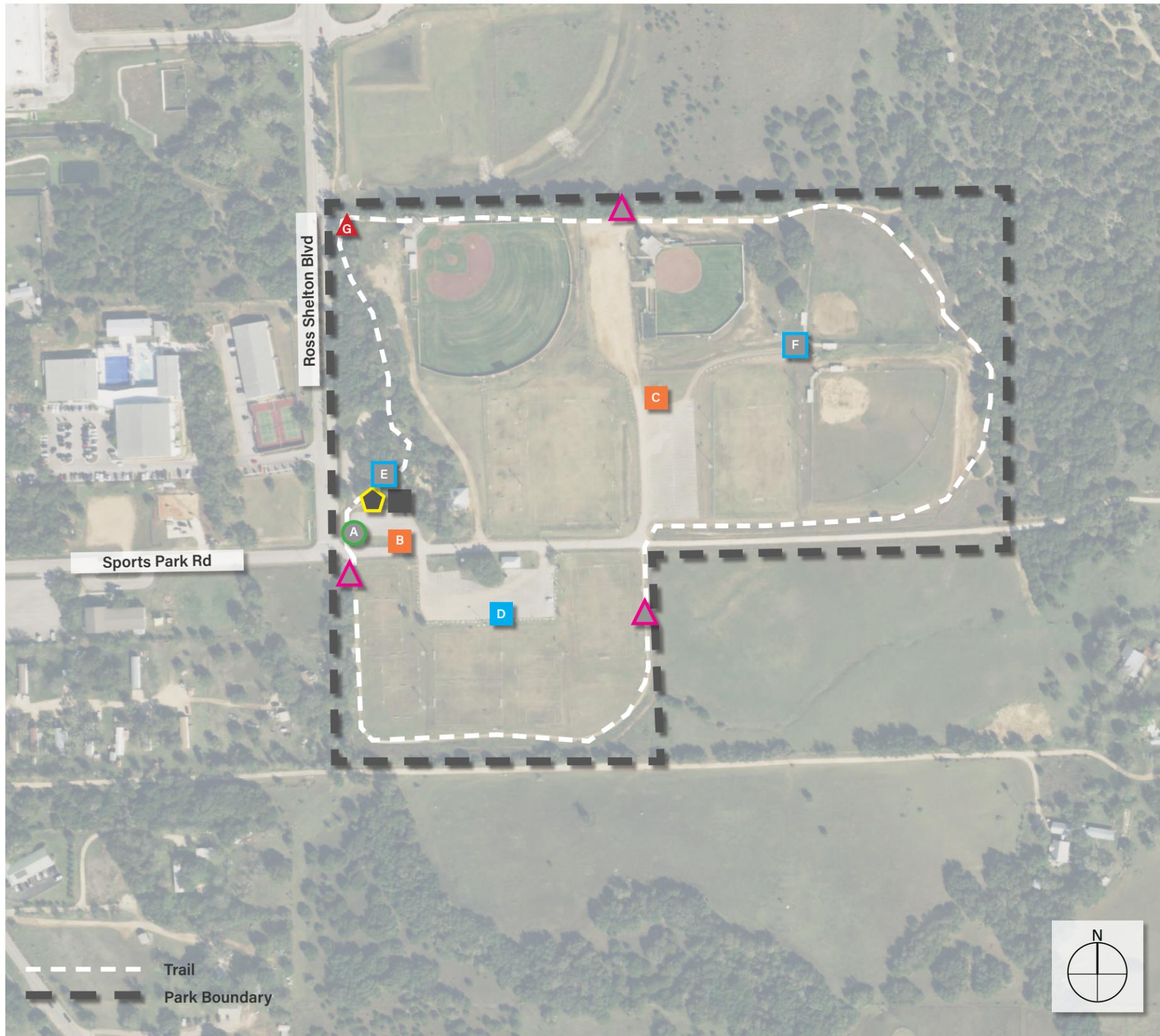
Founders Memorial Park - Proposed Signage Locations (Quantity)



- ▲ Proposed Pedestrian Wayfinding Sign** Item # 11.
- A. Veterans Park Wayfinding
- ◆ 3-Sided Sign Structure with Banners (1)**
- B. City Events & Advertisements
- Existing Signs to Remain (3)**

Veterans Memorial Park - Proposed Signage Locations (Quantity)

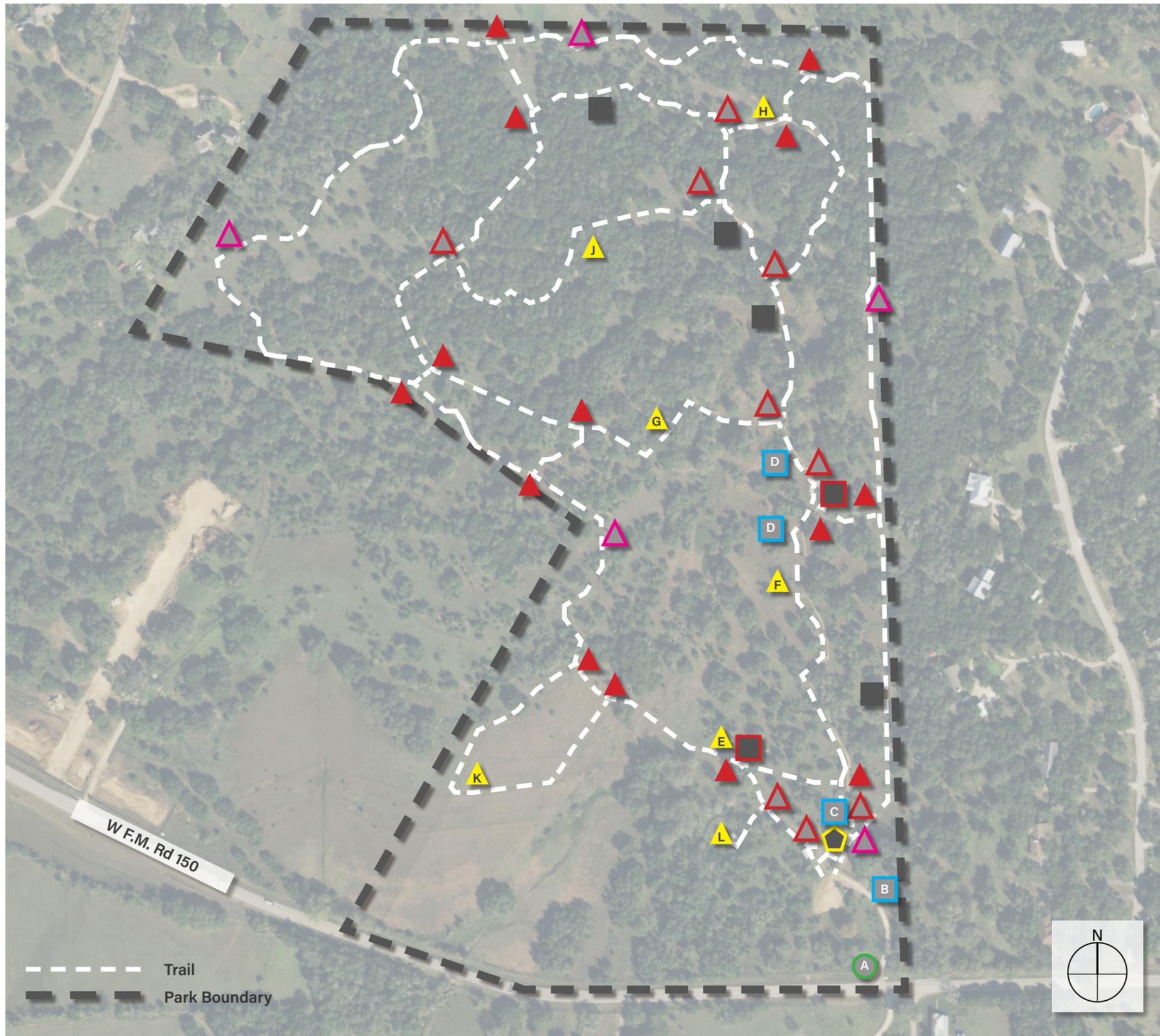
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- **Replacement Vehicular Monument Sign (1)**
 - A. Primary identification
- **Proposed Vehicular Wayfinding Sign (2)**
 - B. Playground
 - Basketball/Volleyball Courts
 - Soccer Fields #1-5
 - Soccer Fields #6-7
 - Baseball/Softball Fields
- **Proposed Park Rules/Info Sign (1)**
 - C. Baseball/Softball Fields
 - Adult Softball Fields #1-2
- **Proposed Park Rules/Info Sign (2)**
 - D. Park Rules
 - Soccer Fields Wayfinding
- **Replacement Park Rules/Info Sign (2)**
 - E. Park Rules
 - Park Info/Events
 - F. Park Rules
- ▲ **Proposed Pedestrian Wayfinding Sign (1)**
 - G. BBQ Grills
 - Concession Stand
 - Baseball/Softball Fields
- ▲ **Replacement Mile Marker (3)**
- **Existing Sign to Remain (1)**
- ⬠ **Existing Sign/Kiosk to be Replaced (1)**

Sports & Recreation Park - Proposed Signage Locations (Quantity)

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Replacement Vehicular Monument Sign

A. Primary identification

Replacement Park Rules/Info Sign (4)

- B. Park Rules & Parking Info
- C. Park Info/Events
- D. Solstice Circle Info Sign

Interpretive Trail Marker (7)

- E. (Cross Country Trail) Chimney Swift Trail Sign
- F. (Nature Trail) Grassland Interpretive Trail Sign
- G. (Nature Trail) Wetland Interpretive Trail Sign
- H. (Peace Trail) Peace Monument Trail Sign
- J. (Woodland Trail) Forest Interpretive Trail Sign
- K. (Prairie Trail) Prairie Interpretive Trail Sign
- L. (Bird Watching Trail) Bird Watching Trail Sign

Proposed Pedestrian Wayfinding Sign (14)

- Ex. Nature Trail
- Cross Country Trail

Replacement Pedestrian Wayfinding Sign (9)

- Ex. Map/Nature Trail
- Peace/Woodland Trail

Replacement Mile Marker (5)

Existing Signs to Remain (4)

Existing Signs to be Removed (2)

Existing Sign/Kiosk to be Replaced (1)

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Charro Ranch Park - Proposed Signage Locations (Quantity)



CHARRO RANCH
ENTRANCE MONUMENT SIGN



CHARRO RANCH
INFO KIOSK



CHARRO RANCH
INFO SIGNS



CHARRO RANCH
SOLSTICE CIRCLE INFO SIGN



CHARRO RANCH
CHIMNEY SWIFT INFO SIGN



CHARRO RANCH
BLACKJACK OAK INFO SIGN



CHARRO RANCH
POST OAK INFO SIGN



CHARRO RANCH
TX PERSIMMON INFO SIGN



CHARRO RANCH
W. CHINABERRY INFO SIGN



CHARRO RANCH
BIRD VIEW TRAIL SIGN



CHARRO RANCH
TRAIL SIGN



CHARRO RANCH
TRAIL SIGN



CHARRO RANCH
TRAIL SIGN



CHARRO RANCH
TRAIL SIGN



CHARRO RANCH
TRAIL SIGN

Appendix: Sign Inventory Photo Array for Reference

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CHARRO RANCH TRAIL SIGN



CHARRO RANCH TRAIL SIGN



CHARRO RANCH MILE MARKER 0.00



CHARRO RANCH MILE MARKER 0.25



CHARRO RANCH MILE MARKER 0.50



CHARRO RANCH MILE MARKER 0.75



CHARRO RANCH MILE MARKER 1.00



SPORTS & REC. PARK ENTRANCE MONUMENT SIGN



SPORTS & REC. PARK INFO KIOSK



SPORTS & REC. PARK INFO SIGN



SPORTS & REC. PARK INFO MONUMENT (TO REMAIN)



SPORTS & REC. PARK MILE MARKER 0.00



SPORTS & REC. PARK MILE MARKER 0.25



SPORTS & REC. PARK MILE MARKER 0.25



VETERANS PARK ENTRANCE MONUMENT SIGN

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Appendix: Sign Inventory Photo Array for Reference



VETERANS PARK
INFO SIGN (TO REMAIN)



VETERANS PARK
INFO SIGN (TO REMAIN)



VETERANS PARK
INFO SIGN (TO REMAIN)



FOUNDERS PARK ENTRANCE
MONUMENT SIGN (TO REMAIN)



FOUNDERS PARK
INFO KIOSK



FOUNDERS PARK
INFO SIGN



FOUNDERS PARK
INFO MONUMENT (TO REMAIN)



FOUNDERS PARK
INFO MONUMENT (TO REMAIN)



RANCH PARK ENTRANCE
MONUMENT SIGN (TO REMAIN)



RANCH PARK
TRAIL SIGN

Appendix: Sign Inventory Photo Array for Reference

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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: 12/07/2021

Agenda Item Wording: Discuss and consider approval of the selection of contractor for the Cellular-Enabled Water Meters Request for Bids, and authorization for staff to negotiate and finalize the agreement.

Agenda Item Requestor:

Summary/Background: The City of Dripping Springs has entered into several Retail Water Service Agreements to be the water provider for upcoming developments. With home construction underway in Driftwood, the first water meters will be set in the coming months. Staff has worked with the Water/Wastewater Engineer to specify the water meters and equipment the City would like to utilize. An RFB was posted on September 30th 2021 and responses were due on October 22nd. Atlas Utility submitted the only bid. All costs incurred for purchasing the equipment will be recouped through fees when meters are requested.

**Commission
 Recommendations:**

**Recommended
 Council Actions:** City Staff recommends awarding the bid to Atlas Utility and authorizing staff to finalize an agreement consistent with the bid package.

Attachments:

Next Steps/Schedule: City staff will finalize an agreement with Atlas Utility.

**ATLAS UTILITY SUPPLY COMPANY**

Jeff Watson, Account Manger
2301 CARSON STREET
FORT WORTH, TEXAS 76117-5212
817-831-4275

A PROUD BADGER METER DISTRIBUTOR SINCE 1981
North TX ~ Central TX ~ South Central TX ~ TX Hill Country

ATLAS UTILITY SUPPLY

Atlas Utility Supply Company, owned and operated by the Johnson family, was founded in Fort Worth, Texas in 1964 as a single store full line operation. This year marks the company's 57th anniversary. Atlas is the oldest operating water works distributor in Fort Worth and Tarrant County and serves municipalities over North and Central Texas, as well as the state of Oklahoma. The second generation Johnson is currently at the helm, while the third and fourth generations are growing through the ranks.

"Our original business philosophy has remained unchanged over the past four decades. Unlike most wholesale distributors of water works supplies, Atlas focuses on conducting business with municipal and rural water utilities as opposed to the pursuit of utility contractor projects. Staying this course has allowed our customers to have confidence in Atlas as a dependable resource for a complete line of quality water meters, and utility supplies," states Dennis Johnson, President.

When the company was founded, one of the two original inventory product lines was a water meter. Today, one of our primary products continues to be water meter products. In the early 1980's, Atlas signed on to distribute water meters for Badger Meters, Inc., in the North Texas market. Atlas chose Badger as the preferred meter vendor due to their superb performance in the field, their reputation in the market place, and their total commitment to building a quality product. Those virtues continue to be their focus today and the industry continues to recognize Badger as a superior manufacturer of water meters. "Partnering with Badger has not only been a financial success, but also a personally comfortable one," said Johnson.

In the past twenty years, meter technology has changed significantly from the traditional local read product to solid state meters and Advanced Metering Infrastructure. Many customers serviced by Atlas are now enjoying the ability to read water meters in mere minutes, without the need for people to walk a route and physically read meters. Sales have grown steadily at a pace of twenty to thirty percent per year. The experts predict this trend to continue. Atlas is proud to play a role in this exciting segment of the water utility industry. Atlas has successfully deployed more than 100 AMI and AMR solutions in North and Central Texas.

Atlas' staff consists of highly trained individuals dedicated to serving their utility customer needs. Through continued employee education, our staff's knowledge in meter technology is second to none.

Atlas Contact:

Jeff Watson | Account Manager

jwatson@atlasutility.com

(817) 404-3421

San Marcos Publishing, LP Wimberley View • Century News

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

State of Texas
County of Hays

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

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 2 weeks on the following dates:

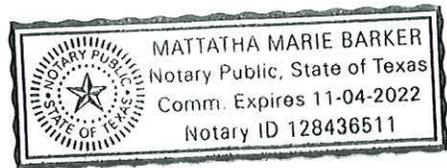
- Sept. 30, 2021
- Oct 7, 2021
- 2021
- 2021

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

[Signature]
Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 6th day of October, 2021 to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for Hays County, Texas



**REQUEST FOR SEALED BIDS
CITY OF DRIPPING SPRINGS, TEXAS
CELLULAR-ENABLED WATER METERS**

Public Notice

Sealed Bids, one (1) original, (3) copies, and one (1) electronic copy (in PDF format) on flash drive shall be delivered to the City of Dripping Springs, City Administrator, 511 Mercer St, Dripping Springs, TX 78620, at or before: 4 p.m. on October 22, 2021, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

Notice is hereby given that the City of Dripping Springs, Texas is soliciting Sealed Bids for Cellular-Enabled Water Meters.

Sealed Bids must be submitted in one (1) original, three (3) copies, and one (1) electronic copy in PDF format on a flash drive and shall be delivered to:

City of Dripping Springs, Texas
Attn: Aaron Reed, Public Works Director
511 Mercer Street or P.O. Box 384
Dripping Springs, Texas 78620

Electronic submission is also allowed in lieu of paper submissions at kcampbell@cityofdrippingsprings.com. Sealed bids must be submitted by 4 p.m. on October 22, 2021, at which time the sealed bid statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

If additional information is requested, please email questions to Aaron Reed, Public Works Director at areed@cityofdrippingsprings.com with "Cell-Enabled Water Meters" in the subject line. RFBs may be viewed online at the City's website at www.cityofdrippingsprings.com.



**REQUEST FOR BIDS
CITY OF DRIPPING SPRINGS, TEXAS
CELLULAR-ENABLED WATER METERS**

Sealed Bids, one (1) original, (3) copies, and one (1) electronic copy (in PDF format) on CD or flash drive shall be delivered to the City of Dripping Springs, City Administrator, 511 Mercer St, Dripping Springs, TX 78620, at or before: 4 p.m. on October 22, 2021, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

NOTICE TO BIDDERS

Bidder shall provide all equipment necessary to provide cellular-enabled water meters for the City of Dripping Springs. Sealed bids addressed to the City of Dripping Springs, 511 Mercer Street, Dripping Springs, Texas, 78620 or mailed to Post Office Box 384, Dripping Springs, Texas 78620. Bids will be received from Bidders interested in providing cellular-enabled water meters as specified by the City of Dripping Springs, Texas for NON-EXCLUSIVE CONTRACT DURATION OF ONE (1) YEAR, WITH THE OPTION TO RENEW FOR (2) ADDITIONAL ONE (1) YEAR PERIODS.

THE AGREEMENT SHALL BE A NON-TRANSFERABLE AGREEMENT.

Electronic submission is also allowed in lieu of paper submissions at kcampbell@cityofdrippingsprings.com. Sealed bids must be submitted by 4 p.m. on October 22, 2021, at which time the sealed bid statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

The City will award the contract to the bidder who provides the goods at the best value to the City. The selection will be based on price, reputation of the bidder, quality of the products, performance, and reliability of the Bidders.

Contract awards for the cellular-enabled water meters will be made to the bidder who provides the best value to the City. The lowest and best value bids are those, which result in the lowest cost to the City of Dripping Springs for the complete cellular-enabled meters and who meet the criteria listed above. The City reserves the right to reject any and all bids and to waive any and all irregularities. Evaluation criteria are below.

1. TIME SCHEDULE.

It is the City’s intent to follow the following process and timetable, resulting in the selection of a vendor. At the City’s discretion, it may change the estimated dates and the process set forth below, as it deems necessary including, but not limited to interviews.

City issues RFB.	September 30, 2021
Deadline for Bidders to submit questions/clarification request in writing to City by 4:00pm.	October 15, 2021
Deadline for City to respond to written questions to all parties receiving RFB	October 18, 2021
Deadline for Submittal of Bids 4:00 pm.	October 22, 2021
Notice of Intent to Award. (Proposed)	October 29, 2021
Award of Contract by Dripping Springs City Council. (Proposed)	November 2, 2021

2. GENERAL CONTRACT REQUIREMENTS

CONFLICTION OF INTEREST: A statement indicating the Applicant has no conflict of interest with the City of Dripping Springs, including any past or present employees or past or present elected officials of the City. **THE CIQ FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL. THE FORM IS AVAILABLE HERE: <https://www.ethics.state.tx.us/forms/ciq.pdf>**

Applicants will also be required to complete a 1295 form from the Texas Ethics Commission available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

3. CONTRACTOR’S RESPONSIBILITY FOR CLAIMS

In the event a written claim for damages against the Bidder remains unsettled at the time payment for the goods is pending, City is authorized to withhold from said payment, at City’s discretion, the amount of said claim, unless the Bidder shall submit written evidence satisfactory to City that the claim has been settled and a release has been obtained from the claimant involved, or good faith efforts have been made to settle such outstanding claims, and such good faith efforts have failed. Any retainage will comply with Texas law.

4. EVALUATION CRITERIA

Selection of the Bidder will be based on qualifications and rates. Criteria shall include:

- a) The purchase price;
- b) The reputation of the Bidder and of the Bidder’s provision of goods;
- c) The quality of the Bidder’s goods;
- d) The extent to which the equipment meets the City’s need;

- e) Ability to provide the goods withing a certain time period; and
- f) The Bidder's experience in providing cellular-enabled water meters.

Should this solicitation fail to contain sufficient information in order for interested bidders to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested bidders may in writing request clarification from Aaron Reed, Public Works Director, no later than seven (7) days prior to the required time and date for sealed bid proposal submission. The interested bidder shall email a copy of the written clarification request to the Public Works Director, Aaron Reed at areed@cityofdrippingsprings.com. Written requests from interested firms and written responses by the City will be provided to all Applicants. Besides the pre-bid conference listed above, this is the only permissible contract with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City.

5. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all bids, and to waive minor irregularities in any bids.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any Bidder.
- C. The City reserves the right to award any contract to the next most qualified Bidder if the successful Bidder does not execute a contract within fifteen (15) days after contract award.
- D. The City reserves the right to award all or a portion of the required goods to more than one qualified Bidder at the City's sole discretion. The City reserves the right to postpone the time of award if postponement is determined to be necessary by the City.
- E. The contract resulting from acceptance of a bid by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFB. If a Bidder has any exceptions to the terms of the contract, these must be submitted for consideration with the bids. Otherwise, the Bidder will be deemed to have accepted the form of the Agreement. The City will not consider changes to its indemnification and insurance.
- F. The City shall not be responsible for any costs incurred by firm in preparing, submitting, or presenting its response to this RFB.

6. COMPENSATION

- A. Present detailed information the contractor's costs for cellular-enabled water meters proposed and for any variation for amounts or types of goods, inclusive of any applicable governmental charges. Provide specifics as to definitions of specific

goods, what is fixed as opposed to variable, and how costs are adjusted according to amount, timing, and type.

- B.** Payment by the City for the goods will only be made when the goods have been delivered and accepted by authorized City representatives. The City requires that all its vendors have a Department of Treasury Internal Revenues Service Form W-9 on file with the City to accommodate payment. Monthly statements shall be submitted by the 30th of each month with a listing of all cellular-enabled water meters, costs, and dates identified. Payment will be made thirty (30) days after receipt and approval of monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction.

7. COST OF DEVELOPING SEALED BIDS

All costs related to the preparation of the sealed bids and any related activities are the sole responsibility of the applicant. The City assumes no liability for any costs incurred by the Bidders throughout the entire selection process.

EXHIBIT A A SCOPE OF GOODS

GENERAL PROVISIONS

The successful Bidder must be able to provide cellular-enabled water meters (Smart Meters). Parts and Equipment specifications have been attached. The City's preference is for the Bidder to have the ability to supply all required equipment. However, provision of goods may be subcontracted. When subcontractors are used, the Bidder is responsible for provision of goods including but not limited to, billing, reporting, scheduling, delivery, product quality, and warranty.

A. Existing Water Meters

Existing Water Meters that are incompatible with advanced metering analytic (AMA) software must be replaced.

B. Real-Time Data Transmission

The Smart Meters being installed must be able to transmit data in near real time. This would allow for City representatives, customers, businesses, and utilities to monitor usage remotely and detect leaks or abnormal water usage in near real time.

C. Benefits of Smart Meters Sought

The benefits of Smart Meters that the City is looking to achieve includes, but is not limited to:

- Allowance of integration with back-end management, billing and analytics
- Secure and future-proof cellular networks
- Lower costs for utilities as compared to labor intensive drive-by methods
- Lower asset costs such as vehicle expenditures and maintenance
- The ability to quickly identify leaks, breaks, theft and inefficiencies
- Encrypted software to keep data secure and safe
- The ability for consumers to better monitor water usage daily
- Enhanced customer service and satisfaction

**EXHIBIT B
SPECIFICATIONS**



Badger Meter

E-Series® Ultrasonic Meter

Cold Water Stainless Steel Meter, 5/8, 5/8 x 3/4, 3/4 and 1 inch
NSF/ANSI Standard 61 Certified, Annex G

DESCRIPTION

The E-Series® Ultrasonic meter uses solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information—such as rate of flow and reverse flow indication—and data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

Offered in four sizes and lay lengths, the Ultrasonic meter features:

- Minimum extended low-flow rate lower than typical positive displacement meters.
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.
- High resolution industry standard ASCII encoder protocol.

The Ultrasonic meter is available with an in-line connector for easy connection and installation to AMR/AMI endpoints. It is also available with a flying lead for field splice connection.

APPLICATIONS

Use the Ultrasonic meter for measuring potable cold water in residential, commercial and industrial services. The meter is also ideal for non-potable, reclaimed irrigation water applications or less than optimum water conditions where small particles exist.

The Ultrasonic meter complies with applicable portions of ANSI/AWWA Standard C700 and NSF/ANSI Standard 61, Annex G. There is currently no AWWA standard that specifically addresses ultrasonic meters for residential applications.

OPERATION & PERFORMANCE

As water flows into the measuring tube, ultrasonic signals are sent consecutively in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter. The LCD display shows total volume and alarm conditions and can toggle to display rate of flow.



In the normal temperature range of 45...85° F (7...29° C), the Ultrasonic “new meter” consumption measurement is accurate to:

- $\pm 1.5\%$ over the normal flow range
- $\pm 3.0\%$ from the extended low flow range to the minimum flow value

CONSTRUCTION

E-Series Ultrasonic meters feature a stainless steel, lead-free meter housing, an engineered polymer and stainless steel metering insert, a meter-control circuit board with associated wiring, LCD, and battery. Wetted elements are limited to the pressure vessel, polymer/stainless steel metering insert and the transducers. The electronic components are housed and fully potted within a molded, engineered polymer enclosure, which is permanently attached to the meter housing. The transducers extend through the stainless steel housing and are sealed by O-rings.

The metering insert holds the stainless steel ultrasonic reflectors in the center of the flow area, enabling turbulence-free water flow through the tube and around the ultrasonic signal reflectors. The metering insert's patented design virtually eliminates chemical buildup on the reflectors, ensuring long-term metering accuracy.

METER INSTALLATION

The meter is completely submersible and can be installed using horizontal or vertical piping, with flow in the up direction. The meter will not measure flow when an “empty pipe” condition is experienced. An empty pipe is defined as a condition that occurs when the flow sensors are not fully submerged.

SPECIFICATIONS

E-Series Ultrasonic Meter Size	5/8 in. (16 mm)	5/8 x 3/4 in. (16 x 19 mm)	3/4 in. (19 mm)	1 in. (25 mm)
Operating Range	0.1...25 gpm (0.02...5.7 m ³ /hr)	0.1...25 gpm (0.02...5.7 m ³ /hr)	0.1...32 gpm (0.02...7.3 m ³ /hr)	0.4...55 gpm (0.09...12.5 m ³ /hr)
Extended Low-Flow Rate	0.05 gpm (0.01 m ³ /hr)	0.05 gpm (0.01 m ³ /hr)	0.05 gpm (0.01 m ³ /hr)	0.25 gpm (0.06 m ³ /hr)
Maximum Continuous Operation	25 gpm (5.7 m ³ /hr)	25 gpm (5.7 m ³ /hr)	32 gpm (7.3 m ³ /hr)	55 gpm (12.5 m ³ /hr)
Pressure Loss	4.3 psi at 15 gpm (0.3 bar @ 3.4 m ³ /hr)	2.3 psi at 15 gpm (0.16 bar @ 3.4 m ³ /hr)	2.0 psi at 15 gpm (0.14 bar @ 3.4 m ³ /hr)	1.8 psi at 25 gpm (0.12 bar @ 5.7 m ³ /hr)
Reverse Flow - Maximum Rate	4 gpm (0.9 m ³ /hr)	4 gpm (0.9 m ³ /hr)	4 gpm (0.9 m ³ /hr)	9 gpm (2.0 m ³ /hr)
Operating Performance	In the normal temperature range of 45...85° F (7...29° C), new meter consumption measurement is accurate to: <ul style="list-style-type: none"> • ±1.5% over the normal flow range • ±3.0% from the extended low flow range to the minimum flow value 			
Storage Temperature	- 40...140° F (- 40...60° C)			
Maximum Ambient Storage (Storage for One Hour)	150° F (72° C)			
Measured-Fluid Temperature Range	34...140° F (1°...60° C)			
Humidity	0...100% condensing; meter is capable of operating in fully submerged environments			
Maximum Operating Pressure of Meter Housing	175 psi (12 bar)			
Register Type	Straight reading, permanently sealed electronic LCD; digits are 0.28 in. (7 mm) high			
Register Display	<ul style="list-style-type: none"> • Consumption (up to nine digits) • Rate of flow • Alarms • Unit of measure factory programmed for gallons, cubic feet and cubic meters 			
Register Capacity	<ul style="list-style-type: none"> • 10,000,000 gallons • 1,000,000 cubic feet • 100,000 cubic meters 			
Totalization Display Resolution	<ul style="list-style-type: none"> • Gallons: 0.XX • Cubic feet: 0.XXX • Cubic meters: 0.XXXX 			
Battery	3.6-volt lithium thionyl chloride; battery is fully encapsulated within the register housing and is not replaceable; 20-year battery life			

MATERIALS

Meter Housing	316 stainless steel
Measuring Element	Pair of ultrasonic sensors located in the flow tube
Register Housing & Lid	Engineered polymer
Metering Insert	Engineered polymer & stainless steel
Transducers	Piezo-ceramic device with wetted surface of stainless CrNiMo

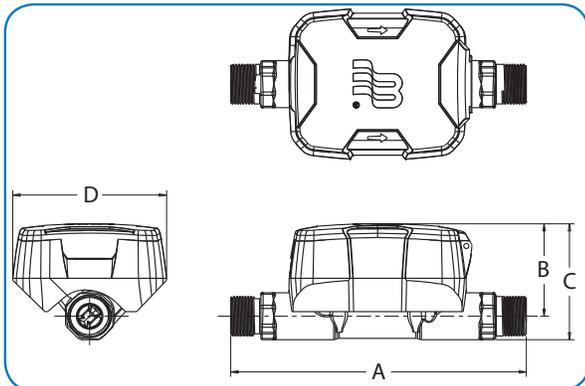
PHYSICAL DIMENSIONS

E-Series Ultrasonic Meter Size	5/8 in. (16 mm)	5/8 x 3/4 in. (16 x 19 mm)	3/4 in. (19 mm)	1 in. (25 mm)
Size Designation X Lay Length	5/8 x 7-1/2 in. (16 x 191 mm)	5/8 x 3/4 x 7-1/2 in. (16 x 19 x 191 mm)	3/4 x 7-1/2 in. or 3/4 x 9 in. (19 x 191 mm or 19 x 229 mm)	1 x 10-3/4 in. (25 x 273 mm)
Weight (without AMR)	2.2 lb (1 kg)	2.1 lb (.95 kg)	3/4 x 7-1/2 in.: 2.1 lb 3/4 x 9 in.: 2.4 lb (20 x 190 mm.: 0.95 kg or 20 x 229 mm.: 1.08 kg)	3.1 lb (1.4 kg)

See illustration below for Measurement Designations.

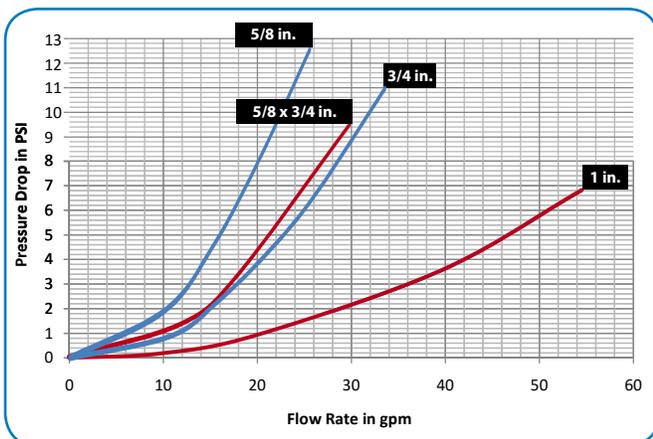
Length (A)	7.5 in. (191 mm)	7.5 in. (191 mm)	7.5 in. or 8.98 in. (191 mm or 228 mm)	10.745 in. (273 mm).
Height (B)	2.404 in. (61 mm)	2.404 in. (61 mm)	2.404 in. (61 mm)	2.529 in. (64 mm)
Height (C)	3.014 in. (77 mm)	3.014 in. (77 mm)	3.094 in. (79 mm)	3.359 in. (85 mm)
Width (D)	3.898 in. (99 mm)	3.898 in. (99 mm)	3.898 in. (99 mm)	3.898 in. (99 mm)
Bore Size	5/8 in. (16 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	1 in. (25 mm)
Coupling Nut & Spud Thread	3/4 in. x 14 NPSM	1 in. x 11-1/2 NPSM	1 in. x 11-1/2 NPSM	1-1/4 in. x 11-1/2 NPSM
Tailpiece Pipe Thread (NPT)	1/2 in. (13 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	1 in. (25 mm)
Service Pipe Thread (NPT)	1/2 in. (13 mm)	3/4 in. (19 mm)	3/4 in. (19 mm)	1 in. (25 mm)

Measurement Designations



PRESSURE LOSS CHART

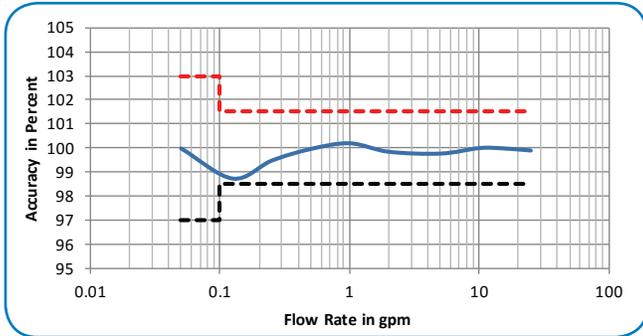
Rate of Flow in gallons per minute (gpm)



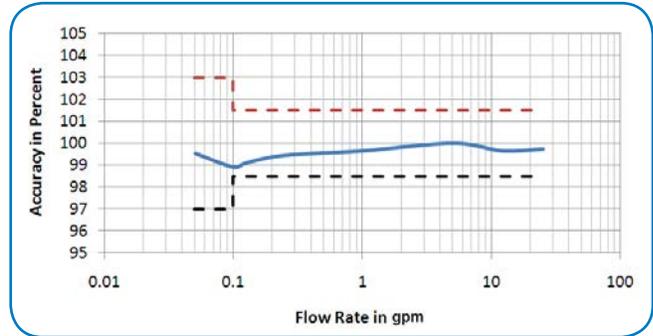
ACCURACY CHARTS

Rate of Flow in gallons per minute (gpm)

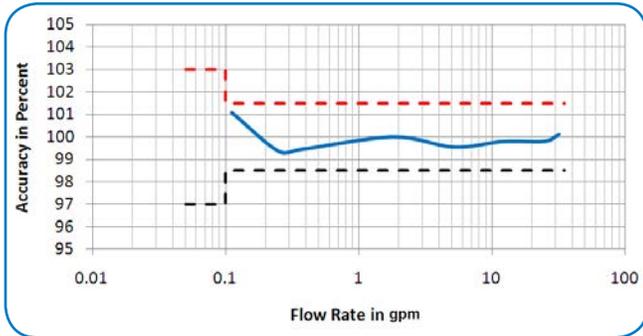
5/8 in. Meter



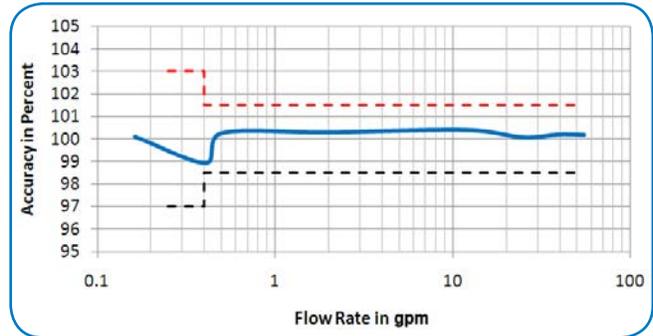
5/8 x 3/4 in. Meter



3/4 in. Meter



1 in. Meter



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ORION® Water Endpoints

Cellular LTE Endpoint

DESCRIPTION

The ORION® Cellular endpoint is an innovative, two-way water endpoint that utilizes existing cellular infrastructure to efficiently and securely deliver meter reading data to the utility via the reliable cellular network.

The Cellular endpoint is a member of the time-tested ORION family of products from Badger Meter, designed for maximum flexibility. Since 2002, the ORION product family has provided comprehensive Advanced Metering Analytics (AMA) for interval meter reading and data capture using both one-way and two-way communications.

FUNCTIONALITY

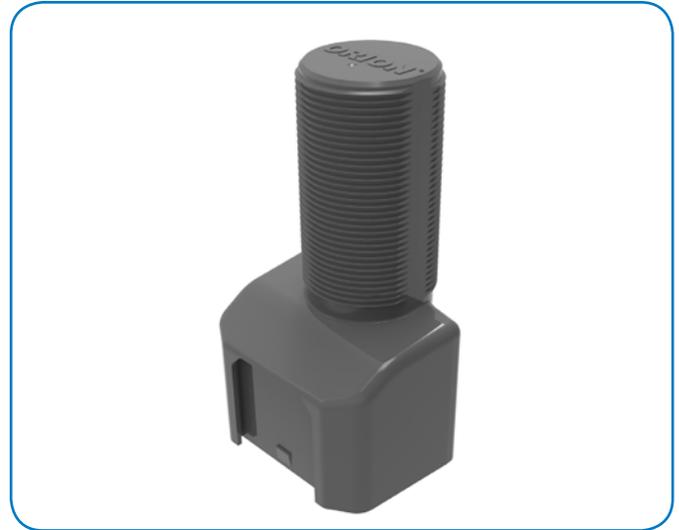
Operation: The endpoint communicates with the encoder and captures readings and meter status information. At a predetermined interval, the endpoint broadcasts readings, status, and event data via the cellular network, and the information is captured and analyzed using BEACON AMA software.

Activation: All ORION Cellular LTE endpoints are shipped in an inactive, non-transmitting state. The endpoints offer a Smart Activation feature. After the endpoint is installed, it begins broadcasting data when the encoder senses the first usage of water. No field programming or tools are required to activate the endpoint. Alternatively, an IR fob can be used to activate the endpoint and verify the encoder connection. With proper installation, successful endpoint function can be confirmed through a web app demonstrating that communication has been verified to both the encoder and to the network.

Broadcast Mode: The endpoint broadcasts fixed network reading data through the secure existing cellular network within the service area. The endpoint also transmits a mobile message to support troubleshooting in the field.

Data Storage: The endpoint stores 42 days of 15-minute data.

Output Message: The endpoint broadcasts its unique serial number, meter reading data, and applicable status indicators. Each message is encrypted to meet Advanced Encryption Standard (AES) 256.



APPLICATION

Configurations: The endpoint is a multi-purpose endpoint that can be deployed in indoor, outdoor and pit applications. The electronics and battery assembly are fully encapsulated in epoxy for environmental integrity. The endpoint is available with a connector assembly for ease of installation.

Meter Compatibility: When attached to a Badger Meter high resolution encoder, the endpoint is compatible with all current Badger Meter Recordall® Disc, Turbo Series, Compound Series, Combo Series and Fire Service meters and assemblies, and with E-Series® Ultrasonic, E-Series® Ultrasonic Plus, and M-Series® Electromagnetic flow meters.

Encoder Compatibility: The endpoint is suitable for use with Badger Meter high resolution encoders as well as the following Badger Meter approved three-wire encoder registers that have a manufacture date of 2005 or newer, are programmed into the AMR/AMI three-wire output mode, and have three-wires connected: Elster InVISION and ScanCoder® encoders and evoQ4 meter (encoder output); Hersey® Translator; Master Meter® Octave® Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; Neptune® ProRead, E-Coder® and ARB-V®; and Sensus® Electronic Register encoder (ECR) and ICE.

SPECIFICATIONS

Dimensions	5.125 in. (130 mm) (H)
	1.75 in. (44 mm) Diameter at top
	2.625 in. (W) x 2.875 in. (D) at base 67 mm (W) x 73 mm (D) at base
Broadcast Network	LTE cellular network, with fallback to 3G where LTE is unavailable. Mobile backup frequency is FCC-regulated 902...928 MHz frequency hopping modulation
Operating Temperature Range	
• Storage, Meter Reading and Mobile Backup	-40...60° C (-40...140° F)
• Cellular Communications	-20...60° C (-4...140° F)
Humidity	0%...100% condensing
Battery	One (1) lithium thionyl chloride D cell (nonreplaceable)

FEATURES

Communication Type	Two-way
Application Type	Control/Monitor
Reading Interval Type	15-minute
Encoder Compatibility	Absolute
Fixed Network Reading	✓
Premise Leak Detection	✓
Cut-Wire Indication	✓
Reverse Flow Indication	✓
No Usage Indication	✓
Encoder Error	✓
Low Battery Indication	✓
Remote Programming	✓
Remote Clock Synchronization	✓
Firmware Upgrades	✓

Construction: All ORION Cellular endpoints are housed in an engineered polymer enclosure with an ORION RF board, battery and antenna. To ensure long-term performance, the enclosure is fully potted to withstand harsh environments and to protect the electronics in flooded or submerged pit applications.

Wire Connections: ORION Cellular endpoints are available with in-line connectors (Twist Tight or Nicor®) for easy installation and connection to compatible encoders/meters. The endpoints are also available with flying leads for field splice connections. Other wire connection configurations may be available upon request.

License Requirements: ORION Cellular endpoints comply with Part 15, Part 22 and Part 24 of the FCC Rules. No license is required by the utility to operate an ORION meter reading system. This device complies with Industry Canada license-exempt RSS standard(s).

Transportation: The Federal Aviation Administration prohibits operating transmitters and receivers on all commercial aircraft. The ORION Cellular endpoint is considered an operating transmitter and cannot be shipped by air.

Warning: To reduce the possibility of electrical fire and shock hazards, never connect the cable from the endpoint to any electrical supply source. The endpoint cable provides SELV low voltage limited energy power to the load and should only be connected to passive elements of a water meter register.

Caution: The endpoint batteries are *not* replaceable. Users should make no attempt to replace the batteries. Changes or modifications to the equipment that are not expressly approved by Badger Meter could void the user's authority to operate the equipment.

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CITY OF AUSTIN
STANDARD PRODUCTS LIST
for
PRESSURE REDUCING VALVES

USING DEPARTMENT: Water Utility **ISSUED:** 12/24/80 **REVIEWED:** 10/01/12 **REVISED:** 10/01/12

PREPARED BY: Bill Teltow **CITY STOCK NUMBER:**

DESCRIPTION: Pressure Reducing Valves for waterworks service. Effective January 1, 2013, valves purchased for City forces shall be "lead free" and marked by stamping, etching, or casting "NL" in the main body or by other methods acceptable to City. Effective January 4, 2014, all valves must be "lead free."

LISTING DATE	MANUFACTURER	PRODUCT IDENTIFICATION/COMMENT	APPROVAL
04/01/98	CLA - VAL P.O. Box 1325 Newport Beach, CA 92659	90G - 01ABCS See notes below	W. Flynn
04/01/98	WATTS ACV P.O. Box 752289 Houston, TX 77275-2289	No. 115 Series See notes below	W. Flynn
07/01/01	BERMAD 4070 Leaverton Ct. Anaheim, CA 92807	Model No. 720 Part No. 720-I-V-PG-PG-CV-X See notes below	W. Flynn
07/01/03	SINGER VALVE INC. C/O Valve & Equipment Consultants, Inc. P.O. Box 1249 Huffman, TX 77336	Model 106 - PR See notes below	R. Lamb

- NOTE:**
- Valves shall be designed to automatically reduce a higher inlet pressure to a lower, adjustable maximum outlet pressure regardless of fluctuations in demand.
 - Automatic control valves shall be fluid-actuated, having a single moving assembly. A flexible, nylon fabric reinforced synthetic elastomer diaphragm shall be integral with this assembly to form a sealed chamber, operating free of drag or wear. The diaphragm shall not be used as a seating surface. This assembly shall have a stem that is fully guided by separate upper and lower bearings to preclude binding or deflection. When the valve is closed, sealing at the seat shall be by contact between one edge of a securely retained elastomer rectangular seal and a smooth seat surface. The seat shall be removable and not have edges that will induce seal cutting or wear at low flows. Progressive throttling of flow shall be accomplished by a characterized profile seal retaining washer. All internal valve components shall be removable and repairable while the valve body remains in line. The main valve shall be equipped with a position indicator with an air bleed for priming the main valve and for checking the main valve diaphragm for leakage. The main valve body shall be equipped with inlet and outlet gauges having stainless steel exterior casing and internal trim. Gauges shall have a 2 1/2-inch diameter face, shall be glycerin-filled, and shall have a range of 0 - 300 psi on high side with 5 percent accuracy over spectrum, and 0 - 160 psi on low side in 2 psi increments with 3 percent accuracy over spectrum. Valve internal trim (seat and seal retainer plate) shall be stainless steel, and all valve elastomers shall be FDA approved. An FDA and NSF-61 approved epoxy coating shall be heat-fusion bonded to all internal and external ferrous valve surfaces. The pilot system shall include a fixed orifice opening speed flow control with copper tubing and brass fittings. On 3" and smaller valves, add opening speed flow control. The reducing pilot shall be stainless steel or bronze with an adjustment range suitable for the pressure conditions at the installation location. Isolation ball valves with stainless steel ball and handle for the pilot system shall be furnished on all sizes and include a y-strainer with blow-down ball valve.



**CITY OF AUSTIN
 STANDARD PRODUCTS LIST**

for
WATER METER AND WASTEWATER CLEANOUT BOXES AND LIDS

USING DEPARTMENT: Austin Water **PREPARED BY:** David Rinn **ISSUED:** 08/05/85
REVISED BY: Jeff A. Kyle, P.E. **REVISED:** 07/01/21

- DESCRIPTION:** Boxes and lids for water meters, wastewater service cleanouts, and force main cleanouts shall comply with the following:
1. Minimum Tier 8 load rating (per ANSI/SCTE 77) or equivalent.
 2. Manufactured using recycled material with the *RECYCLED* logo and the *AUSTIN WATER* logo molded into the lid.
 3. Boxes shall be a single molded piece.
 4. Lids shall contain a UV inhibitor, a molded key hole, and a molded tread pattern for skid resistance.
 5. For Potable and Reclaimed Meters (5/8", 3/4", 1", 1 1/2" and 2"):
 - a. Lids shall contain: AMI radio-frequency transparency (as certified by AW approved vendor); A locking mechanism (for 1" or smaller meters) or anti-float material with SG>1 (for 1 1/2" or 2" meters); Universal AMI mounts (with specification of mount configuration under lid).
 - b. Potable Meters: Box and lid shall be black with "WATER METER" molded into the lid.
 - c. Reclaimed Meters: Box shall be black with purple lid that has "RECLAIMED METER" molded into the lid.
 - d. Key shall be locally available.
 6. For Wastewater Service Line Cleanouts: Box and lid shall be green; Lid shall have "SEWER" molded into the lid.
 7. For Force Main Cleanouts: Box and lid shall be black; Lid shall have "SEWER" molded into the lid.

LISTING DATE	MANUFACTURER	PRODUCT IDENTIFICATION/COMMENT	APPROVAL
04/01/10	DFW PLASTICS, INC. P.O. Box 648 Bedford, TX 76095	Potable Water Meter Box with AMI Lid <u>Sizes 5/8", 3/4" and 1"</u> Single: Lid DFW37C-AF1QAF AW-LID Body DFW37C-14-BODY Combination DFW37C-14-AF1QAF AW Double: Lid DFW38C-AF1QAF AW-LID Body DFW38C-14-BODY Combination DFW38C-14-AF1QAF AW <u>Size 1 1/2" (Single meter only)</u> Lid DFW65C-AF1QAF AW-LID Body DFW65C-14-BODY Combination DFW65C-14-AF1QAF AW <u>Size 2" (Single meter only)</u> Lid DFW1730F-AF1QAF AW-LID Body DFW1730F-12-BODY Combination DFW1730F-12-AF1QAF AW	R. Lamb



**CITY OF AUSTIN
 STANDARD PRODUCTS LIST**
 for
WATER METER AND WASTEWATER CLEANOUT BOXES AND LIDS

LISTING DATE	MANUFACTURER	PRODUCT IDENTIFICATION/COMMENT	APPROVAL
01/01/18	DFW PLASTICS, INC. P.O. Box 648 Bedford, TX 76095	Reclaimed Water Meter Box with Purple AMI Lid <u>Sizes 5/8", 3/4" and 1"</u> Lid DFW37C-5MBAF AW-LID Body DFW37C-14-BODY Combination DFW37C-14-5MBAF AW <u>Sizes 1 1/2" and 2"</u> Lid DFW1730F-5MBAF AW-LID Body DFW1730F-12-BODY Combination DFW1730F-12-5MBAF AW	J. Kyle
01/01/19	DFW PLASTICS, INC. P.O. Box 648 Bedford, TX 76095	Box and Lid for Wastewater Service Cleanouts Lid DFW1017-2 SEWER AW-LID Body DFW1017NP2-10-BODY Combination DFW1017NP2-10-2 SEWER AW	J. Kyle
01/01/19	DFW PLASTICS, INC. P.O. Box 648 Bedford, TX 76095	Box and Lid for Force Main Cleanout Lid DFWB40C-1 SEWER AW LID Body DFWB40WBCNP-14-BODY Combination DFWB40WBCNP-14-1 SEWER AW	J. Kyle

NOTES:

1. These products are NOT to be installed in driveways or roadways.

LATEST REVISIONS (since 04/01/19):

1. Removed HDPE.
2. Revised DESCRIPTION.
3. Removed Retrofit AMI Lids.
4. Revised Note 1.



**CITY OF AUSTIN
 STANDARD PRODUCTS LIST
 for
 POLYETHYLENE TUBING FOR POTABLE WATER SERVICES**

USING DEPARTMENT: Water Utility **ISSUED:** 02/03/78 **REVIEWED:** 07/01/15 **REVISED:** 07/01/15
PREPARED BY: Bill Flynn, P.E. **CITY STOCK NUMBER:**
DESCRIPTION: Tubing, polyethylene, meeting AWWA C901 and NSF 61 certified, CTS-OD 3/4" thru 2", made of PE 4710, minimum Pressure Class 250 psi (SDR-9), solid blue exterior with clear center and black heat-indented printline or solid blue wall with white heat-indented printline. Only compression fittings recommended by the manufacturer and compatible with stainless steel insert stiffeners may be used.

LISTING DATE	MANUFACTURER	PRODUCT IDENTIFICATION/COMMENT	APPROVAL
01/01/10	ENDOT INDUSTRIES, INC. 60 Green Pond Road Rockaway, NJ 07866	EndoPure	R. Lamb
10/01/14	SILVER-LINE PLASTICS CORP. 900 Riverside Drive Asheville, NC 28804	Silver-Line Ultra-Pure	R. Lamb
07/01/15	ADVANCED DRAINAGE SYSTEMS (ADS) 4640 Trueman Boulevard Hilliard, OH 43026	PolyFlex 4710	R. Lamb

- NOTE:**
- Printline shall include all markings required by AWWA C901: nominal tubing size and diameter base, SDR, manufacturer's name or trademark, material designation code, pressure class, AWWA standard number, seal of mark of the testing agency that certifies the tubing material for potable water service, date of manufacture that is recognizable as a date, and manufacturer's production code that includes resin source, manufacturing location, and extrusion line.
 - Tracer tape meeting SPL WW-597 to be installed 12 inches above top of tubing.

**EXHIBIT C
BID FORMS**

1. MANAGEMENT INFORMATION

Bidders and any subcontractor must have prior successful experience providing Smart Meters. Bidders must be licensed to conduct business in the State of Texas, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

- 1. Company Profile
Company Name: _____
Name of Company Owner: _____
Company Address: _____
Phone Number: _____
E-Mail Address: _____
Number of Years in Business: _____
Number of Years in Business at This Location: _____

- 2. Assigned Contact/Service Representative:
Name: _____
Title/Duties: _____
Years with Bidder: _____
Qualifications: _____

- 3. Emergency Contact (365 days/year; 24 hours): _____

- 4. Operating Hours – The Bidder shall be available during regular business hours for contact by city personnel.

2. REFERENCES AND QUALIFICATIONS

1. Describe your company's experience providing Smart Meters and Smart Meter services including the number of years in business, and type of services provided.
2. Please provide 3 commercial client references within the last five years, the goods provided and the frequency of the provision of goods for that client.

Client Name: _____

Client Address: _____

Client Phone: _____

Contact Person: _____

Goods Provided: _____

Frequency of Provision of Goods: _____

Years of Contract: _____

Client Name: _____

Client Address: _____

Client Phone: _____

Contact Person: _____

Goods Provided: _____

Frequency of Provision of Goods: _____

Years of Contract: _____

Client Name: _____

Client Address: _____

Client Phone: _____

Contact Person: _____

Services Provided: _____

Frequency of Services: _____

Years of Contract: _____

3. Approximately what percent of your company's business is derived from Smart Meters?
 _____%

4. Are you currently or have you ever previously provided Smart Meter services to other government entities? Yes No

If yes, please list the entity names, contact person and phone number: _____

3. SUBCONTRACTORS

Bidders unable to provide all goods listed herein may subcontract the provision of the goods. However, the successful Bidder responding to the solicitation shall be considered the prime contractor, and therefore responsible for all services rendered. Bids must include names and addresses of all subcontractors to be used in conjunction with the contract.

4. BID TABULATION

<u>Part Description</u>	<u>Size</u>	<u>Quantity</u> <small>These are approximate quantities</small>	<u>Unit Cost</u>	<u>Total</u>
<u>Meters & Accessories Shall Comply with Attached Specifications</u>				
Water Meters	5/8" x 5/8"	_____	\$ _____	\$ _____
	5/8" x 3/4"	_____	\$ _____	\$ _____
	3/4" x 3/4"	_____	\$ _____	\$ _____
	1" x 1"	_____	\$ _____	\$ _____
Cellular Endpoints	N/A	_____	\$ _____	\$ _____
Pressure Reducing Valves (PRVs)	5/8"	_____	\$ _____	\$ _____
	3/4"	_____	\$ _____	\$ _____
	1"	_____	\$ _____	\$ _____
Meter Boxes Meter Sizes: 5/8", 3/4", & 1"	Lid	_____	\$ _____	\$ _____
	Body	_____	\$ _____	\$ _____
	Combo	_____	\$ _____	\$ _____

Meter Locks

_____	_____	_____
_____	\$ _____	\$ _____

Polyethylene Tubing

Quantity is listed in Liner Feet	5/8"	_____	\$ _____	\$ _____
	3/4"	_____	\$ _____	\$ _____
	1"	_____	\$ _____	\$ _____

5. AVAILALBILITY OF PRODUCTS (Amount of time to procure products).

- a. Water Meters-Date of Availability: _____ for 200 units
- b. Cellular Endpoints-Date of Availability: _____ for 200 units
- c. PRVs-Date of Availability: _____ for 200 units
- d. Meter Boxes-Date of Availability: _____ for 200 units
- e. Meter Locks-Date of Availability: _____ for 200 units
- f. Polyethylene Tubing-Date of Availability: _____

**EXHIBIT D
DRAFT AGREEMENT**

**CELLULAR-ENABLED METERS
AGREEMENT**

This Agreement, made and entered into this, the ____ of _____ 2020, and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and _____, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

- 1. Description of Goods to be sold to the City can be found in Exhibit "A". The pricing in Exhibit "A" shall be the prices charged as the City for twelve months. Goods shall include items specifically listed in Exhibit "A".**
- 2. Payment for Goods:** The City will compensate Contractor for the goods that the City requests in writing and receives from the Contractor. The City may renew this Agreement for each year through approval by the City Administrator for up to three (3) years. Contractor shall invoice City for all goods requested in writing by the City. The City shall pay all invoices within thirty (30) days of approval by the City.
- 3. Duration:** This Agreement shall be in effect for a period of one year unless terminated as provided below. Time is of the essence with this Agreement. This Agreement may be extended two times for additional 12 months period for a total of three (3) years.
- 4. Renewal:** Contractor may request renewal of this Agreement each year for goods and the City Administrator may renew or not renew the contract.
- 5. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice. Goods shall be compensated on a pro rata basis of the goods ordered and received prior to termination.
- 6. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals for these services.
- 7. 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.
- 8. INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE ASSERTED AGAINST CITY THAT RESULT FROM ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, OR CONTRACTOR'S CONTRACTORS.
- 9. 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.

- 10. 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: Parks and Community Attn:
Services Director
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:

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

- 11. 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) and by signing this agreement agrees to comply with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 12. Entire Agreement:** This Agreement and Exhibit "A" contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
- 13. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 14. 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.
- 15. 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.
- 16. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

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

CITY OF DRIPPING SPRINGS: _____:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

DRAFT



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Finance Director/City Treasurer 

Date: December 7, 2021

RE: FY 2022 Proposed Budget Amendment #2

General Fund:

Expenditures:

- Coronavirus Local Fiscal Recovery Funds (CLFRF) expenditures have been increased by \$31,375.00 (From \$24,771.39 to \$56,146.39)
 - This additional funding is being included to reimburse the Dr. Pound Historical Farmstead for revenues lost as a result of COVID-19. Council approved a Resolution authorizing this expenditure of American Rescue Plan Coronavirus Local Fiscal Recovery Funds at its November 16, 2021 meeting.

Wastewater Utility Fund:

Expenses:

- Supplies has been increased by **\$35,000.00** (From \$10,000.00 to \$45,000.00)
 - These additional funds are being requested to fund the purchase of 100 water meters and 100 cellular endpoints. These are needed due to the City's Retail Water Agreements with Driftwood and other developments. All of these costs will be recouped as meters are set.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-_____

BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2021-2022 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2021-2022; and

WHEREAS, the City has had a need to adjust line items in the General and Wastewater Funds; and

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

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

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

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

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2021-2022 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs’ budget for Fiscal Year 2021-2022 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

General Fund Amendments:

Expenditures:

- Coronavirus Local Fiscal Recovery Funds (CLFRF) expenditures have been increased by **\$31,375.00** (From \$24,771.39 to \$56,146.39)

Wastewater Utility Fund:

Expenditures:

- Supplies has been increased by **\$35,000.00** (From \$10,000.00 to \$45,000.00)

3. REPEALER

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

4. SEVERABILITY

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

5. NOTICE TO COUNTY

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 7th day of December, 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

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
CITY - GENERAL FUND				
Balance Forward	1,573,178.86	1,606,121.36		
Revenue				
AD Valorem	1,983,491.97	1,983,491.97		
AV P&I	4,000.00	4,000.00		
Sales Tax	3,796,125.70	3,796,125.70		
Mixed Beverage	60,000.00	60,000.00		
Alcohol Permits	7,085.00	7,085.00		
Fire Inspections	10,000.00	10,000.00		
Bank Interest	40,000.00	40,000.00		
Development Fees:				
- Subdivision	656,006.25	656,006.25		
- Site Dev	239,108.41	239,108.41		
- Zoning/Signs/Ord	65,000.00	65,000.00		
Building Code	1,500,000.00	1,500,000.00		
Transportation	-	-		
Solid Waste	40,000.00	40,000.00		
Health Permits/Inspections	60,000.00	60,000.00		
Municipal Court	250.00	250.00		
Other Income	40,000.00	40,000.00		
TXF from Capital Improvements	300,000.00	300,000.00		
TXF DSRP On Call	10,400.00	10,400.00		
TXF from HOT	4,305.00	4,305.00		
FEMA Dam Repair	-	-		
CARES Act	-	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	707,181.10		
Total	11,096,132.29	11,129,074.79		-
Expense				
Supplies	25,000.00	25,000.00		
Office IT Equipment and Support	70,890.00	70,890.00		
Software Purchase, Agreements and Licenses	165,142.00	165,142.00		
Website	6,625.00	6,625.00		
Communications Network/Phone	31,000.00	31,000.00		
Miscellaneous Office Equipment	6,000.00	6,000.00		
Utilities:				
- Street Lights	20,000.00	20,000.00		
- Streets Water	4,000.00	4,000.00		
- Office Electric	4,500.00	4,500.00		
- Office Water	650.00	650.00		
- Stephenson Electric	1,500.00	1,500.00		
- Stephenson Water	500.00	500.00		
Transportation:				
- Improvement Projects	775,000.00	775,000.00		
- Street & ROW Maintenance	184,250.00	184,250.00		
- Street Improvements	592,087.25	592,087.25		
Office Maintenance/Repairs	11,060.00	11,060.00		
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00		
Maintenance Equipment	47,878.00	47,878.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Equipment Maintenance	3,000.00	3,000.00		
Maintenance Supplies	4,600.00	4,600.00		
Fleet Acquisition	196,700.00	196,700.00		
Fleet Maintenance	18,800.00	18,800.00		
City Hall Improvements	5,000.00	5,000.00		
Uniforms	7,760.00	7,760.00		
Special Projects:				
- Family Violence Ctr	7,000.00	7,000.00		
- Lighting Compliance	2,000.00	2,000.00		
- Economic Development	10,000.00	10,000.00		
- Records Management	1,220.00	1,220.00		
- Government Affairs	-	-		
- Stephenson Parking Lot Improvements	-	-		
- Stephenson Building Rehabilitation	14,000.00	14,000.00		
- OFR Grant Writer	7,500.00	7,500.00		
- Comprehensive Plan/Future Land Use Map	175,000.00	175,000.00		
- Land Acquisition	10,000.00	10,000.00		
- Downtown Bathroom	100,000.00	100,000.00		
Public Safety:				
- Emergency Management Equipment	50,970.00	50,970.00		
- Emergency Equipment Fire & Safety	2,118.00	2,118.00		
- Emergency Mgt PR	2,000.00	2,000.00		
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00		
- Animal Control	3,400.00	3,400.00		
Public Relations	7,488.00	7,488.00		
Postage	3,200.00	3,200.00		
TML Insurance:				
- Liability	20,850.00	20,850.00		
- Property	34,646.00	34,646.00		
- Workers' Comp	25,000.00	25,000.00		
Dues, Fees, Subscriptions	30,000.00	30,000.00		
Public Notices	6,000.00	6,000.00		
City Sponsored Events	5,000.00	5,000.00		
Election	8,000.00	8,000.00		
Salaries	2,249,643.70	2,249,643.70		
Taxes	180,413.74	180,413.74		
Benefits	238,768.10	238,768.10		
Retirement	133,118.97	133,118.97		
DSRP Salaries	376,654.59	376,654.59		
DSRP Taxes	30,032.28	30,032.28		
DSRP Benefits	54,436.25	54,436.25		
DSRP Retirement	19,323.28	19,323.28		
Professional Services:				
- Financial Services	115,000.00	115,000.00		
- Engineering	70,000.00	70,000.00		
- Special Counsel and Consultants	59,000.00	59,000.00		
- Muni Court	15,500.00	15,500.00		
- Bldg. Inspector	750,000.00	750,000.00		
- Health Inspector	50,000.00	50,000.00		
- Architectural and Landscape Consultants	5,000.00	5,000.00		

Attachment "A"

Item # 13.

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
- Historic District Consultant	3,500.00	3,500.00		
- Lighting Consultant	1,000.00	1,000.00		
- Human Resource Consultant	10,000.00	10,000.00		
Training/CE	83,623.90	83,623.90		
Code Publication	5,350.00	5,350.00		
Mileage	2,000.00	2,000.00		
Miscellaneous Office Expense	10,000.00	10,000.00		
Bad Debt Expense	5,000.00	5,000.00		
Contingencies/Emergency Fund	50,000.00	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	24,771.39	56,146.39	31,375.00
TXF to Reserve Fund	200,000.00	200,000.00		
TXF AV to TIF	200,244.23	200,244.23		
TXF to TIRZ	250,000.00	250,000.00		
Sales Tax TXF to WWU	759,225.14	759,225.14		
SPA & ECO D TXF	218,656.84	218,656.84		
TXF to DSRP	75,000.00	75,000.00		
TXF to Capital Improvement Fund	-	-		
TXF to Vehicle Replacement Fund	25,462.00	25,462.00		
Total	8,964,647.27	8,989,418.66		31,375.00

PARKS - GENERAL FUND

Revenue				
Sponsorships and Donations	7,800.00	7,800.00		
City Sponsored Events	1,227.00	1,227.00		
Programs and Events	5,000.00	5,000.00		
Community Service Permit Fees	4,400.00	4,400.00		
Aquatics Program Income	85,800.00	85,800.00		
Pool and Pavilion	16,800.00	16,800.00		
Park Rental Fees	5,350.00	5,350.00		
Reimbursement of Utility Costs	8,000.00	8,000.00		
TXF from HOT Fund	2,000.00	2,000.00		
TXF from Parkland Dedication	113,462.80	113,462.80		
TXF from Parkland Development	111,731.40	121,731.40		
TXF from Landscaping Fund	4,000.00	4,000.00		
TXF from Contingency Funds	-	-		
TXF from DSRP	-	-		
Total Revenue	365,571.20	375,571.20		-

Expense				
Other	11,500.00	11,500.00		
Park Consultants	-	10,000.00		
Pool Operations	-	-		
Park Supplies	-	-		
Dues Fees and Subscriptions	1,337.50	1,337.50		
Advertising & Marketing	6,500.00	6,500.00		
DS Ranch House Furniture & Equipment	-	-		
Total Other	19,337.50	29,337.50		-

Public Improvements

All Parks	-	32,942.50		
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Attachment "A"

Item # 13.

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Triangle Improvement	2,000.00	2,000.00		
Rathgeber Improvements	-	-		
Founders Park	67,731.40	67,731.40		
S & R Park	-	-		
Charro Ranch Park	1,800.00	1,800.00		
DS Ranch Park	-	-		
Total Improvements	71,531.40	104,473.90		-
Utilities				
Portable Toilets	5,000.00	5,000.00		
Triangle Electric	500.00	500.00		
Triangle Water	500.00	500.00		
S&R Park Water	14,500.00	14,500.00		
SRP Electric	1,200.00	1,200.00		
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	4,500.00	4,500.00		
Pool Phone/Network	1,500.00	1,500.00		
FMP Pool Propane	20,000.00	20,000.00		
DS Ranch Park Electricity	500.00	500.00		
DS Ranch Park Phone/Network	500.00	500.00		
DS Ranch Park Septic	-	-		
Total Utilities	54,700.00	54,700.00		
Maintenance				
General Maintenance (All Parks)	1,000.00	1,000.00		
Trail Washout repairs	-	-		
Equipment Rental	1,000.00	1,000.00		
Founders Park/Pool	28,240.00	28,240.00		
S&R	51,920.00	51,920.00		
Charro Ranch Park	7,700.00	7,700.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
DSRP	-	-		
Total Maintenance	90,560.00	90,560.00		
Supplies				
General Parks	3,000.00	3,000.00		
Charro Ranch Supplies	1,500.00	1,500.00		
Founders Park Supplies	43,375.00	43,375.00		
Program and Events	1,500.00	1,500.00		
DSRP & Ranch House Supplies	-	-		
S&R Supplies	400.00	400.00		
Total Supplies	49,775.00	49,775.00		
Program Staff				
Camp Staff	-	-		
Program Event Staff	2,500.00	2,500.00		
Aquatics Staff	70,591.24	70,591.24		
Total Staff Expense	73,091.24	73,091.24		
Total Parks Expenditures	358,995.14	401,937.64		

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	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
FOUNDERS DAY - GENERAL FUND				
Balance Fwd	19,313.52	19,313.52		
Revenue				
Craft booths/Business Booths	6,500.00	6,500.00		
Food booths	1,100.00	1,100.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	9,500.00	9,500.00		
Parade	3,750.00	3,750.00		
Sponsorship	70,000.00	70,000.00		
Parking concession	1,700.00	1,700.00		
Electric	2,400.00	2,400.00		
Misc	-	-		
Total	118,863.52	118,863.52		
Expense				
Publicity	8,500.00	8,500.00		
Porta-Potties	7,150.00	7,150.00		
Security	20,000.00	20,000.00		
Barricades/Traffic Plan	19,874.00	19,874.00		
Bands/Music/Sound	15,000.00	15,000.00		
Clean Up	5,060.00	5,060.00		
Postage/Supplies/Misc.	7,000.00	7,000.00		
Sponsorship	5,000.00	5,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,500.00	4,500.00		
Electricity	1,800.00	1,800.00		
FD Electrical Setup	4,600.00	4,600.00		
Contingencies	416.00	416.00		
Total expenses	99,550.00	99,550.00		
Balance Fwd	19,313.52	-		
CONSOLIDATED GENERAL FUND				
Revenue				
City	11,096,132.29	11,129,074.79	11,129,074.79	-
Parks	365,571.20	375,571.20	375,571.20	-
Founders	118,863.52	118,863.52	118,863.52	-
Total	11,580,567.01	11,623,509.51	11,623,509.51	-
Expense				
City	8,964,647.27	8,989,418.66	9,020,793.66	31,375.00
Parks	358,995.14	401,937.64	401,937.64	-
Founders	99,550.00	99,550.00	99,550.00	-
Total Expense	9,423,192.41	9,490,906.30	9,522,281.30	31,375.00
Balance Fwd	2,157,374.60	2,132,603.21	2,101,228.21	(31,375.00)
DRIPPING SPRINGS FARMERS MARKET				
Balance Forward	21,835.14	21,835.14		
Revenue				
FM Sponsor	1,000.00	1,000.00		

Attachment "A"

Item # 13.

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Grant Income	1,000.00	1,000.00		
Booth Space	42,000.00	42,000.00		
Applications	2,650.00	2,650.00		
Interest Income	500.00	500.00		
Market Event	500.00	500.00		
Total	69,485.14	69,485.14		
Expense				
Advertising	2,600.00	2,600.00		
Market Manager	36,884.80	36,884.80		
Market Specialist	-	-		
Payroll Tax Expense	3,073.69	3,073.69		
DSFM Benefits	7,608.13	7,608.13		
Retirement	2,213.09	2,213.09		
Entertainment& Activities	1,000.00	1,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	500.00	500.00		
Training	200.00	200.00		
Office Expense	100.00	100.00		
Supplies Expense	400.00	400.00		
Other Expense	200.00	200.00		
Capital Fund	-	-		
Contingency Fund	500.00	500.00		
Total Expense	55,479.71	55,479.71		
Balance Forward	14,005.43	14,005.43		
PARKLAND DEDICATION FUND				
Balance Forward	113,774.72	113,774.72		
Revenue				
Parkland Fees	-	-		
Total Revenue	113,774.72	113,774.72		
Expense				
Park Improvements	113,462.80	113,462.80		
TXF to AG Facility	-	-		
Master Naturalists	-	-		
Total Expenses	113,462.80	113,462.80		
Balance Forward	311.92	311.92		
PARKLAND DEVELOPMENT FUND				
Balance Forward	-	-		
Revenue				
Parkland Development Fees	161,000.00	161,000.00		
Total Revenue	161,000.00	161,000.00		
Expense				
Transfer to Parks	111,731.40	121,731.40		
Total Expenses	111,731.40	121,731.40		
Balance Forward	49,268.60	39,268.60		

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	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
AG FACILITY FUND				
Balance Fwd	-	-		
Revenue				
Ag Facility Fees	37,065.00	37,065.00		
Total Revenues	37,065.00	37,065.00		
Expense				
TXF to DSRP	37,065.00	37,065.00		
Total Expense	37,065.00	37,065.00		
Balance Fwd	-	-		
LANDSCAPING FUND				
Balance Fwd	108,260.55	108,260.55		
Revenue				
Tree Replacement Fees	-	-		
Total Revenues	108,260.55	108,260.55		
Expense				
Sports and Rec Park	2,000.00	2,000.00		
DSRP	-	-		
FMP	2,000.00	2,000.00		
Charro	1,000.00	1,000.00		
Historic District	3,850.00	3,958.00		
Professional Services	2,000.00	2,000.00		
City Hall Lawn and Tree Maintenance	1,300.00	1,300.00		
Total Expense	12,150.00	12,258.00		-
Balance Fwd	96,110.55	96,002.55		
SIDEWALK FUND				
Balance Fwd	16,056.00	16,056.00		
Revenue				
Fees	-	-		
Total Revenues	16,056.00	16,056.00		
Expense				
Expense	16,056.00	16,056.00		
Total Expense	16,056.00	16,056.00		
Balance Fwd	-	-		
DRIPPING SPRINGS RANCH PARK OPERATING FUND				
Balance Forward	2,101.84	2,101.84		
Revenue				
Stall Rentals	39,200.00	39,200.00		
RV/Camping Site Rentals	19,000.00	19,000.00		
Facility Rentals	135,500.00	135,500.00		
Equipment Rental	5,000.00	5,000.00		
Sponsored Events	136,275.00	136,275.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Merchandise Sales	21,300.00	21,300.00		
Riding Permits	10,000.00	10,000.00		
Staff & Misc Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events	84,275.00	84,275.00		
Other Income	4,000.00	4,000.00		
Interest	600.00	600.00		
TXF from Ag Facility	37,065.00	37,065.00		
TXF from HOT	253,501.87	268,501.87		
TXF for RV/ Parking Lot HOT	-	-		
TXF from General Fund	75,000.00	75,000.00		
TXF from Landscape Fund	-	-		
Total Revenue	851,818.71	866,818.71	866,818.71	-
Expense				
Advertising	-	-		
Office Supplies	10,000.00	10,000.00		
Postage	100.00	100.00		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	64,054.20	64,054.20		
Network and Communications	56,304.00	56,304.00		
Sponsored Events	34,800.00	34,800.00		
Supplies and Materials	21,000.00	21,000.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	9,561.94	9,561.94		
Mileage	500.00	500.00		
Equipment	26,922.00	26,922.00		
House Equipment	-	-		
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	16,000.00	16,000.00		
Portable Toilets	5,953.40	5,953.40		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	2,060.00	2,060.00		
Alarm	1,112.40	1,112.40		
Stall Cleaning & Repair	2,000.00	2,000.00		
Training and Education	400.00	400.00		
Programing Expenses	13,950.00	13,950.00		
Other Expense	20,000.00	20,000.00		
Improvements	151,500.00	151,500.00		
Tree Planting	-	-		
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	15,000.00	15,000.00		
Fleet Maintenance	2,500.00	2,500.00		
General Maintenance and Repair	96,828.92	111,828.92		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	1,000.00	1,000.00		
HCLE	13,200.00	13,200.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Merchandise	11,402.63	11,402.63		
RV/Parking Lot	-	-		
TXF to Vehicle Replacement Fund	5,731.00	5,731.00		
Total Expenses	737,220.49	752,220.49	752,220.49	-
Total Bal Fwd	114,598.22	114,598.22	114,598.22	-

HOTEL OCCUPANCY TAX FUND

Balance Fwd	119,311.87	134,311.87		
Revenues				
Hotel Occupancy Tax	500,000.00	500,000.00		
Interest	1,500.00	1,500.00		
Total	620,811.87	635,811.87	635,811.87	-

Expenses

Advertising	3,505.00	3,505.00		
Christmas Lighting Displays	15,000.00	15,000.00		
City Sponsored Events	-	-		
Historic Districts Marketing	2,800.00	2,800.00		
Signage	28,800.00	28,800.00		
Dues and Fees	8,000.00	8,000.00		
TXF to Debt Service	89,505.00	89,505.00		
RV/ Parking Lot	-	-		
TXF to General Fund	-	-		
TXF to Event Center	253,501.87	268,501.87		
Grants	219,700.00	219,700.00		
Total expenses	620,811.87	635,811.87	635,811.87	-
Balance Fwd	-	-	-	-

WASTEWATER UTILITY FUND

Balance Fwd	7,626,168.13	7,651,168.13		
Revenue				
TXF from TWDB	6,520,000.00	6,520,000.00		
Wastewater Service	945,095.04	945,095.04		
Late Fees/Rtn check fees	9,480.00	9,480.00		
Portion of Sales Tax	759,225.14	759,225.14		
Delayed Connection Fees	157,850.00	157,850.00		
Line Extensions	-	-		
Solid Waste	-	-		
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		
Transfer fees	9,600.00	9,600.00		
Over use fees	134,550.60	134,550.60		
Reuse Fees	-	-		
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest	50,000.00	50,000.00		
Other Income	35,000.00	35,000.00		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Water Income	-	-		
Total Revenues	16,575,968.91	16,600,968.91		-
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	47,000.00	47,000.00		
- Legal Fees	35,000.00	35,000.00		
- Auditing	10,000.00	10,000.00		
- Regulatory Expense	3,500.00	3,500.00		
- Planning and Permitting	50,000.00	50,000.00		
Engineering:				
- Engineering & Surveying	-	-		
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00		
- Misc Planning/Consulting 1431-001	20,000.00	20,000.00		
- 2nd Amendment CIP 1881-001	12,500.00	12,500.00		
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	15,000.00	15,000.00		
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		
- Parallel West Interceptor Design& Cost	-	-		
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00		
- HR Treated Effluent Fill Station 1873-001	30,000.00	30,000.00		
- TLAP Renewal application	-	-		
Dues, Fees and Subscriptions	-	-		
TXF to Water Fund	12,000.00	12,000.00		
TXF to Vehicle Replacement Fund	-	-		
Operations and Maintenance:				
- Routine Operations	70,000.00	70,000.00		
- Non Routine Operations	65,000.00	90,000.00		
- System Maintenance & Repair	20,000.00	20,000.00		
- Chlorinator Maintenance	2,500.00	2,500.00		
- Chlorinator Alarm	1,000.00	1,000.00		
- Odor Control	16,500.00	16,500.00		
- Meter Calibrations	2,100.00	2,100.00		
- Lift Station Cleaning	12,600.00	12,600.00		
- Jet Cleaning Collection lines	19,000.00	19,000.00		
- Drip Field Lawn Maintenance	10,000.00	10,000.00		
- Drip Field Maint & Repairs	15,000.00	15,000.00		
- Lift Station repairs	28,000.00	28,000.00		
- WWTP Repairs/Pump Repairs	41,000.00	41,000.00		
- Chemicals	9,600.00	9,600.00		
- Electricity	73,500.00	73,500.00		
- Laboratory Testing	25,000.00	25,000.00		
- Sludge Hauling	80,000.00	80,000.00		
- Phone/Network	8,904.00	8,904.00		
- Supplies	10,000.00	10,000.00	45,000.00	35,000.00
- Equipment	123,240.00	123,240.00		
- Fleet Acquisition	46,400.00	46,400.00		
- Fleet Maintenance	1,200.00	1,200.00		
- Fuel	5,000.00	5,000.00		
- Wastewater Flow Measurement	9,000.00	9,000.00		

Attachment "A"

Item # 13.

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Other Expense	52,000.00	52,000.00		
Uniforms	2,800.00	2,800.00		
Training	8,000.00	8,000.00		
Dispatch	3,000.00	3,000.00		
Salaries	246,000.00	246,000.00		
Taxes	20,622.60	20,622.60		
Benefits	30,738.21	30,738.21		
Retirement	15,384.00	15,384.00		
On Call	10,400.00	10,400.00		
Capital Projects:				
- Road Reconstruction	10,000.00	10,000.00		
- HRTreated Effluent Fill Station	125,000.00	125,000.00		
- Parallel West Interceptor	1,600,000.00	1,600,000.00		
Other:				
- Reimbursement to Caliterra Oversize of West Interceptc	500,000.00	500,000.00		
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	215,000.00	215,000.00		
- East Interceptor 1951-001	300,000.00	300,000.00		
- Effluent HP 1952-001	150,000.00	150,000.00		
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		
- WWTP Design Assistance	37,500.00	37,500.00		
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		
Miscellaneous:				
- Consultants and Legal	760,000.00	760,000.00		
TWDB Capital Projects:				
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		
- East Interceptor	25,000.00	25,000.00		
- Effluent Holding Pond	1,500,000.00	1,500,000.00		
- WWTP	25,000.00	25,000.00		
Total Expense	10,250,988.81	10,275,988.81	10,310,988.81	35,000.00
Balance Forward	6,324,980.10	6,324,980.10	6,289,980.10	(35,000.00)

WATER**Revenue**

TXF from Wastewater Fund	12,000.00	12,000.00		
Total Revenue	12,000.00	12,000.00		

Expense

Operating and Maintenance	12,000.00	12,000.00		
Total Expense	12,000.00	12,000.00		
Balance Forward	-	-		

TWDB FUND

Balance Forward	493.27	493.27		
Revenues	6,490,000.00	6,490,000.00		
Interest	6.00	6.00		
Total revenue	6,490,499.27	6,490,499.27		

Expenses

286

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Escrow Fees	300.00	300.00		
Expenses	6,490,000.00	6,490,000.00		
Total Expenses	6,490,300.00	6,490,300.00		
Balance Forward	199.27	199.27		
IMPACT FUND				
Bal Fwd	2,637,434.76	2,637,434.76		
Revenue				
Impact Fees	2,079,320.00	2,079,320.00		
Impact Fee Deposits	-	-		
Interest Income	25,000.00	25,000.00		
Total	4,741,754.76	4,741,754.76		
Expense				
TXF to Debt Service 2015	711,231.76	711,231.76		
TXF to Debt Service 2019	983,533.00	983,533.00		
Total expense	1,694,764.76	1,694,764.76		
Total Bal Fwd	3,046,990.00	3,046,990.00		
DEBT SERVICE FUND 2015				
Bal Fwd	861,673.04	861,673.04		
Revenue				
TXF from Impact Fund	711,231.76	711,231.76		
Interest	8,000.00	8,000.00		
Total Revenue	1,580,904.80	1,580,904.80		
Expenses				
Debt Payment 2015	733,288.20	733,288.20		
Total Expense	733,288.20	733,288.20		
Balance Fwd	847,616.60	847,616.60		
DEBT SERVICE FUND 2013				
Bal Fwd	100,180.42	100,180.42		
Revenue				
TXF from HOT	89,505.00	89,505.00		
Interest	1,200.00	1,200.00		
Total	190,885.42	190,885.42		
Expense				
Tax Series 2013	92,410.00	92,410.00		
Total Expenses	92,410.00	92,410.00		
Balance Fwd	98,475.42	98,475.42		
DEBT SERVICE FUND 2019				
Bal Fwd	976,303.11	976,303.11		

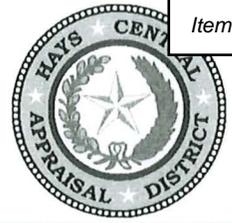
Attachment "A"

Item # 13.

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
Revenue				
TXF from Impact Fees	983,553.00	983,553.00		
Interest	12,000.00	12,000.00		
Total	1,971,856.11	1,971,856.11		
Expense				
Tax Series 2019	958,553.00	958,553.00		
Total Expenses	958,553.00	958,553.00		
Balance Fwd	1,013,303.11	1,013,303.11		
PEG FUND				
Balance Fwd	142,224.71	142,224.71		
Revenues				
TWC	27,000.00	27,000.00		
Interest Income	1,400.00	1,400.00		
Total Revenues	170,624.71	170,624.71		
Expense				
Balance Fwd	170,624.71	170,624.71		
RESERVE FUND				
Balance Fwd	1,526,195.16	1,526,195.16		
Revenue				
TXF from General Fund	200,000.00	200,000.00		
Interest	16,000.00	16,000.00		
Total	1,742,195.16	1,742,195.16		
Expense				
Expense	-	-		
Total Expense	-	-		
Balance Fwd	1,742,195.16	1,742,195.16		
TIRZ 1				
Balance Forward	463,027.86	463,027.86		
Revenues				
City AV	89,118.46	89,118.46		
County AV	218,599.49	218,599.49		
City for GAP Escrow	250,000.00	250,000.00		
Interest Income	3,000.00	3,000.00		
EPS Reimbursements	-	-		
Total Revenue	1,023,745.81	1,023,745.81		
Expense				
TIRZ Expense				
Project Management/Misc Costs	48,000.00	48,000.00		
Project Administration P3 Works	35,000.00	35,000.00		
Legal Fees	20,000.00	20,000.00		
EPS	-	-		

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Proposed Amendment #2	Change
MAS	62,500.00	62,500.00		
HDR	227,500.00	227,500.00		
TJKM - Grant Writing	7,500.00	7,500.00		
Buie - PR	8,500.00	8,500.00		
Misc Consulting	25,000.00	25,000.00		
Creation Cost Reimbursements	-	-		
TXF to GAP Escrow	250,000.00	250,000.00		
Stakeholder Reimbursement	-	156,200.76		
Total Expense	684,000.00	840,200.76		-
Balance Forward	339,745.81	183,545.05		
TIRZ 2				
Balance Forward	244,199.12	244,199.12		
Revenue				
Interest Income	400.00	400.00		
City AV	111,125.78	111,125.78		
County AV	254,043.81	254,043.81		
Total Revenue	609,768.71	609,768.71		
Expense				
Creation Cost Reimbursements	-	-		
Stakeholder Reimbursement	-	43,799.24		
Total Expense	-	43,799.24		-
Balance Forward	609,768.71	565,969.47		
VEHICLE REPLACEMENT FUND				
Revenue				
TXF from General Fund	25,462.00	25,462.00		
TXF from DSRP	5,731.00	5,731.00		
TXF from WWU	-	-		
Total Revenue	31,193.00	31,193.00		
Expense				
Vehicle Replacement	-	-		
Total Expense	-	-		
Balance Forward	31,193.00	31,193.00		

Hays Central Appraisal District



Item # 14.

512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

MEMORANDUM

Received

OCT 25 2021

City of Dripping Springs

To: Voting Jurisdictions
From: Laura Raven, Chief Appraiser
Date: October 22, 2021

Subject: Election of Board of Directors

Enclosed please find the official ballot and the number of votes to select **seven members (7)** to the Hays Central Appraisal District Board of Directors.

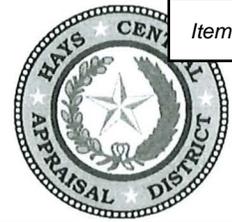
The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15, 2021.

The unit may cast all its votes for one candidate or may distribute its votes among any number of candidates.

A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes for someone not listed on the official ballot.

DEADLINE for submission of ballot: Before December 15, 2021

Hays Central Appraisal District



Item # 14.

512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

OFFICIAL BALLOT TO SELECT SEVEN (7)
DIRECTORS TO THE HAYS CAD BOARD
2022 - 2023 TERM

NOMINEES

NUMBER OF VOTES CAST

Jane Hughson

Jayna Love

Jenifer O'Kane

Joe Castillo

Leonard Olson

Meredith Schawe

Will Conley

Taxing Unit: _____

Resolution Date: _____

Presiding Officer Signature

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R_____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS TO CAST TWENTY-ONE (21) VOTES TOWARD THE ELECTION OF A MEMBER(S) OF THE HAYS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City of Dripping Springs is authorized to cast votes for the Board of Directors for the Appraisal District pursuant to Section 6.03 of the Texas Tax Code; and

WHEREAS, the City of Dripping Springs has been advised by the Chief Appraiser of the Hays County Central Appraisal District, that the City has been allocated a total of TWENTY-ONE (21) votes which may be cast, all or in part for their candidate(s) of choice, for the Board of Directors, Hays Central Appraisal District.

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

THAT the City of Dripping Springs, Texas hereby casts a total of TWENTY-ONE (21) votes toward the election of member(s) of the Hays Central Appraisal District Board of Directors as follows:

<i>CANDIDATE</i>	<i>VOTES</i>
Jane Hughson	_____
Jayna Love	_____
Jenifer O’Kane	_____
Joe Castillo	_____
Leonard Olson	_____
Meredith Shawe	_____
Will Conley	_____

FURTHER, that the City Council of the City of Dripping Springs submits the Official Ballot, attached hereto, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Hays Central Appraisal District for 2022-2023.

PASSED, ADOPTED AND APPROVED, this the 7th day of December 2021.

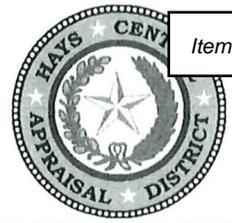
CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Hays Central Appraisal District



Item # 14.

512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

MEMORANDUM

Received
AUG 19 2021
City of Dripping Springs

TO: Voting Taxing Units
FROM: Laura Raven, Chief Appraiser
DATE: August 17, 2021
SUBJECT: Nomination of Appraisal District Directors and NEW INFORMATION
DEADLINE for Nominations: Before October 15, 2021

Our appraisal district is governed by a board of seven directors. Members of the board serve two-year terms beginning on January 1 of even numbered years. The Hays CAD board of directors usually meets the third Thursday of every month at the district office in Kyle.

If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director.

In considering individuals to serve as directors, taxing units should look for expertise in such areas as business management, information systems, computers, accounting, finance, real estate and taxation.

Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate, by resolution adopted by its governing body, one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15, 2021. [Texas Property Tax Code, Section 6.03 (g)]

Please see Attached:

Directors Qualifications with new legislative changes
Timetable for Hays CAD Board Member Election with new legislative changes
Calculation of Votes

Appraisal District Director Qualifications:

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes the office.

An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit or because the individual is an elected official.

However, an employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

NEW LEGISLATIVE CHANGES

For counties with populations of 120,000 or more, a member of the appraisal district board of directors may not serve more than five two-year terms. Effective Date: Service on the board of directors before January 1, 2022, does not count for purposes of determining whether a person is ineligible to serve on the board.

A person may not serve if he/she has engaged in appraising property for compensation in the preceding three years or has been an employee of the appraisal district in the preceding three years.

Section 6.03 is amended and in counties with populations of 120,000 or more a taxing unit with at least 5% of the vote must determine its votes by resolution at the first or second meeting after the date the chief appraiser delivers the ballot. That taxing unit must submit its resolution to the CAD not later than the 3rd day after the resolution is adopted. Applies to the election for board members for terms beginning January 1, 2022.

Hays CAD Board Member Election TIMETABLE

Texas Property Tax Code, Section 6.03:

before October 1

The chief appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice to each of those units of its voting entitlement in the election of members to the Hays Central Appraisal District Board of Directors.

A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

before October 15

The presiding officer of the governing body of the taxing unit shall submit the names of the unit's nominees to the chief appraiser.

before October 30

The chief appraiser shall prepare a ballot listing the candidates...and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

before December 15

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the chief appraiser. **A taxing unit with at least 5% of the vote must determine its votes by resolution at the first or second meeting after the date the chief appraiser delivers the ballot. That taxing unit must submit its resolution to the CAD not later than the 3rd day after the resolution is adopted.*

before December 31

The chief appraiser shall count the votes, declare the seven candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

after January 1

Elected board members take the oaths of office at the first meeting and elect board officers.

HAYS CENTRAL APPRAISAL DISTRICT
 CALCULATION OF VOTES
 2022-2023 BOARD ELECTION

Item # 14.

CODE	JURISDICTION	2020 TAX LEVY	VOTE PERCENTAGE	NUMBER OF VOTES
				7000
1	AUSTIN COMMUNITY COLLEGE DIST	\$10,139,017.24	0.0191	134
2	CITY OF AUSTIN	\$861,941.33	0.0016	11
3	(CITY OF) VILLAGE OF BEAR CREEK	\$67,322.22	0.0001	1
4	CITY OF BUDA	\$6,828,529.18	0.0129	90
5	CITY OF DRIPPING SPRINGS	\$1,616,237.81	0.0030	21
6	CITY OF HAYS	\$17,616.34	0.0000	0
7	CITY OF KYLE	\$19,291,724.16	0.0364	255
8	CITY OF MOUNTAIN CITY	\$92,692.25	0.0002	1
9	CITY OF NIEDERWALD	\$59,793.31	0.0001	1
10	CITY OF SAN MARCOS	\$37,129,241.44	0.0700	490
11	CITY OF UHLAND	\$99,800.62	0.0002	1
12	CITY OF WOODCREEK	\$553,414.73	0.0010	7
13	HAYS COUNTY	\$111,324,810.94	0.2098	1,469
14	SPECIAL ROAD	***	0.0000	0
15	BLANCO ISD	\$768,942.69	0.0014	10
16	COMAL ISD	\$520,755.39	0.0010	7
17	DRIPPING SPRINGS ISD	\$87,476,243.02	0.1649	1,154
18	HAYS CISD	\$139,056,242.71	0.2621	1,835
19	JOHNSON CITY ISD	\$1,161,918.33	0.0022	15
20	SAN MARCOS CISD	\$79,870,820.03	0.1505	1,054
21	WIMBERLEY ISD	\$33,645,744.77	0.0634	444
		\$530,582,808.51	1.0000	7,000
	Report created 08/16/2021			
	Levy after 2020 Supplement #12			
***	Levy included with Hays County	\$ 7,599,687.25		
	Laura Raven, Chief Appraiser			
	Hays Central Appraisal District			



Project Status Report

Permits Created From 10/31/2021 to 11/30/2021

Generated 12/2/2021 12:03:33 PM

Item # 16.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2021-118	Closed	, Dripping Springs, TX 78620	Street and ROW Maint. (Nov. WO's)	15187564	N/A	Street/Roads	Work Planned	Completed	Jim Bass	11/08/2021
				15203708	N/A	Street/Roads	Work Planned	Completed	Johnathon Hill	11/16/2021
				15188877	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	11/16/2021
				15199721	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	11/16/2021
				15232632	N/A	Street/Roads	Work Planned	Completed	Jim Bass	11/16/2021
2021-119	Closed	511 Mercer St., Dripping Springs, TX 78620	City Hall (Nov. WO's)	15249598	N/A	N/A	Work Planned	New	Sonny Garza	
				15282227	N/A	N/A	Work Planned	New	Sonny Garza	
				15182421	N/A	N/A	Work Planned	Completed	Johnathon Hill	11/03/2021
				15203728	N/A	N/A	Work Planned	Completed	Craig Rice	11/10/2021
				15203731	N/A	N/A	Work Planned	Completed	Craig Rice	11/10/2021
				15187559	N/A	N/A	Work Planned	Completed	Sonny Garza	11/16/2021
2021-120	Open	419 Founders Park Rd., 511 Mercer St., Founders Memorial Park, TX 78620	Founders Park (Nov. WO's)	No Work Orders on Project	N/A	N/A				
2021-121	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Nov. WO's)	No Work Orders on Project	N/A	Parks				

2021-122	Open	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Nov. WO's)	No Work Orders on Project	N/A	Parks					Item # 16.	
2021-123	Open	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Nov. WO's)	15270968	N/A	N/A	Work Planned	New	Jim Bass			
				15232591	N/A	N/A	Initial Inspection	Completed	Jim Bass	11/16/2021		
2021-124	Open	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Nov. WO's)	15173833	N/A	Parks	Work Planned	Completed	Sonny Garza	11/16/2021		
				15186199	N/A	Parks	Work Planned	Completed	Jim Bass	11/08/2021		
				15186207	N/A	Parks	Work Planned	Completed	Bill Stevens	11/09/2021		
				15232739	N/A	Parks	Work Planned	Completed	Riley Sublett	11/16/2021		
				15232875	N/A	Parks	Work Planned	Completed	Riley Sublett	11/16/2021		
				15232879	N/A	Parks	Work Planned	Completed	Riley Sublett	11/16/2021		
				15232482	N/A	Parks	Work Planned	Completed	Riley Sublett	11/16/2021		
				15173847	N/A	Parks	Work Planned	Completed	Sonny Garza	11/16/2021		
				15232448	N/A	Parks	Work Planned	Completed	Riley Sublett	11/17/2021		
				15270992	N/A	Parks	Work Planned	New	Bill Stevens			
15285093	N/A	Parks	Work Planned	New	Craig Rice							
2021-125	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Nov. WO's)	No Work Orders on Project	N/A	Parks						
2021-126	Closed	511 Mercer St., Fleet and Equipment, TX 78620	Fleet and Equipment (Nov. WO's)	15203695	N/A	N/A	Work Planned	Completed	Johnathon Hill	11/09/2021		
				15232472	N/A	N/A	Work Planned	Completed	Riley Sublett	11/23/2021		

2021-126	Closed	511 Mercer St., Fleet and Equipm	Fleet and Equipment (No	15269148	N/A	N/A	Work Planned	Completed	Riley Sublett	11/16/2021 Item # 16.
2021-127	Open	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Nov. WO's)	No Work Orders on Project	N/A	N/A				
2021-128	Closed	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Nov. WO's)	15173746	N/A	N/A	Work Planned	New	Jim Bass	
				15260377	N/A	N/A	Work Planned	New	Jim Bass	
				15173796	N/A	N/A	Work Planned	Completed	Johnathon Hill	11/03/2021
				15186184	N/A	N/A	Work Planned	Completed	Jim Bass	11/10/2021
				15209911	N/A	N/A	Work Planned	Completed	Johnathon Hill	11/17/2021
				15211683	N/A	N/A	Initial Inspection	Completed	Craig Rice	11/22/2021

City of Dripping Springs

Monthly Maintenance Report

November 2021

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- WWTP fields and lift stations landscaping
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained
- Preparing Christmas lights

Additional Maintenance Completed

Parks

- VMP mowed and trimmed – 11/2
- Founders Park playground swing taken down for safety – 11/2
- SRP space behind softball fields mowed – 11/2
- DSRP front oak tree trimmed for Christmas lights – 11/4
- DSRP concession electrical plugs repaired – 11/8
- DSRP sign photocell replaced – 11/8
- Founders pool leak repaired – 11/9
- DSRP exhaust fan belt replaced – 11/9
- DSRP restroom door adjusted – 11/9
- VMP outlets repaired – 11/12
- DSRP bleachers repaired – 11/12
- DSRP low crossing area mowed – 11/15
- DSRP roll up door repaired – 11/16
- Founders park grass mowed and trimmed around propane tank – 11/17
- DSRP chairs moved – 11/17

Streets

- Roger Hanks ROW mowed – 11/1-11/2
- Hays St. historic stop signs assembled and installed – 11/2, 11/8
- Old Fitzhugh fallen limbs removed – 11/3
- Rob Shelton median weeds removal – 11/9-11/10, 11/12
- Mercer St. potholes repaired – 11/9
- Judy Ln potholes repaired – 11/9
- Creek Rd potholes repaired – 11/10
- Roger Hanks potholes repaired – 11/10

- Digital Speed Limit signs moved from Blue Ridge to Goodnight Trail – 11/10
- Roger Hanks and Creek Road sign repaired – 11/16
- No outlet signed moved from Buffalo Canyon to Trencheras – 11/16, 11/18
- Grand Prairie ROW mowed – 11/17
- Rob Shelton median mowed and trimmed – 11/29

Facilities

- City Hall water run – 11/3, 11/23, 11/24
- DSRP A/C filters replaced – 11/19
- SRWRF water run – 11/15
- Ranch House septic tank treated – 11/15
- All facilities prepped for freezing temperatures – 11/18

Equipment/Vehicles

- DSRP Skid Steer tires replaced – 11/8
- DSRP Water wagon tires replaced – 11/8
- BD001 tire repaired – 11/9
- MD003 to dealership for repair – 11/9
- Exmark mower stator replaced – 11/10
- MD003 picked up from dealership – 11/15
- MD004 to dealership for repairs – 11/16
- Skid steer to SRWRF – 11/17
- DSRP Drag repair – 11/22-11/23
- MD003 pm'ed – 11/24

Other

- Maintenance Rodeo practice courses set up – 11/4
- Tool room/shop cleaned up – 11/3-11/4, 11/18-11/19
- TRAPS Maintenance Rodeo – 11/5
- Fuel tanks delivered to DSRP – 11/10
- Community boxes op check for Christmas on Mercer – 11/12
- Assist Ranch Hands with show set up – 11/12
- Fuel tank battery purchased and installed – 11/16
- Christmas light check completed – 11/16
- Christmas tree installed at VMP – 11/22
- Christmas lights staged for PEC – 11/22
- Christmas lights put up by PEC – 11/23
- Assisted VB with Christmas decorations – 11/24

SRWRF

- Light fixture repairs – 11/1
- Rye Gras spread on fields – 11/1-11/2
- Shelf installed – 11/10
- Lift stations mowed and trimmed – 11/16-11/17

Transportation Committee

Monday, November, 15

Absent: Ben Sorrell

1. TXDOT

- Project Updates
 - TXDOT representative William Semora showed up at 4pm
 - Highway 290 Study Update
 - Hwy 290 Paving Project
 - Issues on quality of asphalt due to cold weather
 - Most likely they'll do paving and restriping during the day
 - Talks about best time for this can occur during Thanksgiving week when school is out.
 - William will follow up with a plan from TxDOT and communicate with the City
 - Martin Road Intersection Improvements
 - Commissioner met with the community on the goal of the project.
 - Barricades are to be placed tomorrow and the road is to be closed shortly after
- New/Other Projects
 - Protected left turn for Ledgestone since there's no protected left turn (green light)

2. Hays County

- Proposed Roundabout at RR12 & FM150
 - Commissioner Smith notes information on public opinion and potentially bringing someone from the transportation department to give more information.
- Update on Southwest Bypass
 - Commissioner Smith gives update on the 4 landowners in the ROW
- New/Other Projects
 - Commissioner Smith notes the redistricting
 - Darden Hill
 - Roundabout: May start around March or when school ends for construction to start and wrap up before the start of school.
 - Phase 2: May be complete by 2024
 - Creek Rd Bridge, ROW has been acquired, construction to start around June and finish by the start of school

3. Dripping Springs

- Temporary Development Moratorium
 - Laura Mueller gives the committee a presentation that will go to P&Z and CC
 - CC will have a chance to extend the Moratorium on the 22nd of November.
- 2022 Traffic Symposium
 - Select group met last week. Leslie took notes.
 - Possibility more of an internal stakeholder meeting such as elected officials such as CAMPO, commissioners
 - The Committee will receive a list of those stakeholders

4. HDR (Traffic Engineering Consultant)

- Status of Traffic Impact Analysis Review/Task Orders:
 - New Growth
 - Proposed land use change, updated TIA to reflect this
 - PDD 11
 - Arrowhead Ranch C-Store
 - They are still working on the updates
 - Middle of the processes going back and forth
 - Cannon East
 - Under Review
 - Mokhtarian
 - TIA is starting to be scoped with TxDOT and other entities

5. New Business

- PDD 11 and Rob Shelton extension, its design, and sidewalks are to be added to next month's agenda.

6. Adjourn

5:23pm

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

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

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

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

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

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

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

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

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

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

I. TERM OF AGREEMENT AND CERTIFICATION

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

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

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

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

II. COUNTY RESPONSIBILITIES

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

III. CITY RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

IV. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED THIS 15th day of July, 2014.

HAYS COUNTY

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



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

DATE: 7/15/14

EXECUTED THIS 31st day of July, 2014.

CITY OF DRIPPING SPRINGS

By: Bill Foulds
TODD PURCELL, CITY MAYOR

ATTEST:
Jo Ann Touchstone
JO ANN TOUCHSTONE, CITY SECRETARY

DATE: 7/31/14

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

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

§9.02. Notice Required

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

§9.03. Documentation

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

§9.04. Posted Notice

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

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

ATTACHMENT "A"

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

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

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§9.05. Written Notice for Political Subdivisions and Contiguous Properties

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

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

§9.06. Identification of Affected Political Subdivisions

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

§9.07. Identification of Contiguous Property Owners

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

§9.08. Delivery of Written Notice

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

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

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

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

§9.09. Published Notice

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

§9.10. Review of Public Notice by the County

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

§9.11. Additional Public Notice by the County

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

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

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

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

§16.01. Communication with County “911” Coordinator

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

§16.02. Additional Coordination

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

§16.03. Approval Required

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

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

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

ATTACHMENT "A"**CHAPTER 715 - WATER AND WASTEWATER AVAILABILITY*****Sub-Chapter 3 - Water Availability*****§3.01. Applicability**

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

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

§3.02. Items Common to All Water Availability Demonstrations

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

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

§3.03. Notification for All Developments Utilizing Local Groundwater

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§3.09. Water Availability Demonstrations Utilizing Rainwater Harvesting

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

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

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

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

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

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

§1.02. Legal Authority

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

§1.03. Approval Required

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

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

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

§2.02. Country Lane

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

§2.03. Local Roadway

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

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§2.04. Urbanized Local Roadway

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

§2.05. Minor Collector

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

§2.06. Major Collector

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

§2.07. Minor Arterial

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

§2.08. Major Arterial

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

Sub-Chapter 3 - Public Roadways

§3.01. Dedication to Public

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

§3.02. Publicly Maintained and Dedicated Roadways

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

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§3.03. Construction of Public Roadways

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

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

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

Sub-Chapter 4 - Private Roadways

§4.01. General Requirements for Private Roadways

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

§4.02. Criteria for Determining Private Roadway Status

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

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

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

§4.03. General Requirements for Maintenance of Private Roadways

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

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

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

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

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

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

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

Sub-Chapter 5 - Standards for Regulated Roadways

§5.01. Applicability

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

§5.02. Design Requirements

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

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

§5.03. Minimum Rights of Way and Building Setbacks

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

§5.04. Design and Construction Standards

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

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

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

§5.05. Access to Regulated Roadways

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

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

§5.06. Commercial Driveways

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

§5.07. Shared Access Driveways

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

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

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

§5.08. Coordination with "911" Addressing System

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

ATTACHMENT "A"**§5.09. Speed Limits for Regulated Roadways**

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

§5.10. Construction Quality Assurance for Regulated Roadways.

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

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

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

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

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

Notes:

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

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

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

AASHTO – American Association of State Highway and Transportation Officials

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

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

§5.03. Standards for Subdivision Proposals

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

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

Section 10. AMENDMENTS.

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

A. Definitions.

The following terms shall have the corresponding meaning:

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

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

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

D. Facility Planning

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

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

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

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

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

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

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

Notes:

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

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

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

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

G. Innovative Development

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

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

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