
TRANSCRIPT OF PROCEEDINGS

RELATING TO

Medina County, Texas
Chapter 381 Agreement (Creation of
Medina County Fresh Water
Supply District No. 5)



112 East Pecan Street, Suite 1310, San Antonio, TX 78205 | 210.225.2800

CONTACT

Clay Binford
cbinford@mphlegal.com

**MEDINA COUNTY, TEXAS
MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 5
TRANSCRIPT OF CREATION PROCEEDINGS**

INDEX OF DOCUMENTS

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THE STATE OF TEXAS §
§
COUNTY OF MEDINA §

The undersigned, the owners of the land hereinafter described (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 53, Texas Water Code, as amended, and in keeping with the provisions of Article XVI, Section 59, of the Texas Constitution, respectfully submit this petition ("Petition") to the Commissioners of Medina County, Texas, to request the creation, organization and establishment of a fresh water supply district and would show the following:

The general nature of the work proposed to be done by the District is the building, acquisition, construction, completion, carrying out, maintaining, protection, and in case of necessity, the addition to and rebuilding of all works and improvements necessary or proper to conserve, transport and distribute fresh water from any source; a sanitary sewer system and storm sewer system, to the extent permitted by law; and if approved by voters in the District, the assumption of the rights, authority, privileges, and functions of a road district under Article III, Section 52(b)(3) of the Texas Constitution.

VI.

There is a necessity for the improvements above described. The territory to be included in said District is currently located within the extraterritorial jurisdiction of the City of San Antonio, Texas, and wholly within Medina County, Texas, and will be developed for primarily residential purposes. Within the area proposed to be included in the District, there is not available an adequate waterworks system, sanitary sewer system, storm sewer system, or road system, and the health and welfare of the present and future inhabitants of the District, and of the areas adjacent thereto, require the purchase, construction, acquisition, maintenance and operation of an adequate waterworks system, sanitary sewer system, storm sewer system, and road system.

VII.

The proposed improvements are feasible and practicable. There is an ample supply of water available, and the terrain of the territory to be included in the proposed District is such that a waterworks system, sanitary sewer system, storm sewer system, and road system can be constructed at a reasonable cost.

VIII.

This Petition may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Petition by signing any such counterparts.

IX

The sum of one hundred (\$100) U.S. dollars has been deposited with the County Clerk of Medina County to cover expenses incident to the hearing on this Petition.

Wherefore, Petitioners pray:

- (1) this Petition be properly filed as provided by law;
- (2) that upon filing of this petition, the Honorable Commissioners Court of Medina County, Texas, if it is to be in session, and if not, then the Honorable County Judge of Medina County, Texas, order that a hearing be set on this Petition before said Commissioners Court or County Judge during the period beginning with the fifteenth (15th) day and ending with the thirtieth (30th) day after the date of such order;
- (3) that the County Clerk be ordered to issue notice informing all persons concerned of the time and place of such hearing and of their right to appear at the hearing and contend for or contest the creation of the District;
- (4) that such notice be given and posted as required by law by posting notice of such hearing at the courthouse door and at four (4) different places inside the proposed District for at least ten (10) days before the date of the hearing;
- (5) that said hearing be held and conducted as required by law and, if upon such hearing it be found that this Petition sets forth and conforms to the requirements of law and is signed by the owner(s) of a majority of the acreage in the proposed District, that notice of the hearing was given, that the proposed improvements are desirable, feasible, and practicable and conducive to the public health, and that the District should be created, that the Commissioners Court so find and render its judgment reciting such findings and creating and establishing the District;

RESPECTFULLY SUBMITTED this 27 day of OCTOBER, 2020.

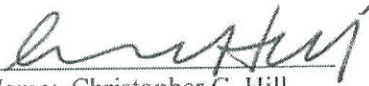
PETITIONERS:

GALLAGHER CONCOURSE, LP, LTD.,
a Texas limited partnership

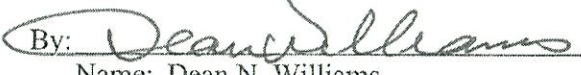
By: **Gallagher Concourse GP, LLC,**
its General Partner

By: **Gallagher Headquarters Ranch Development, Ltd.,**
its Managing Member

By: **Crockett Development, Inc.,**
its General Partner

By: 
Name: Christopher C. Hill
Title: President

D-W 381 PARTNERS, LLC,
a Texas limited liability company

By: 

Name: Dean N. Williams

Title: Managing Member

EXHIBIT A

See Tab No. 2



DESCRIPTION FOR 'TRACT A'
604.41 ACRES

A 604.41 acres being comprised of a 504.75 acres tract of land partially situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County Texas, and partially situate in the Daniel Shipman Survey No. 31, Abstract No. 835, Medina County, Texas, and partially situate in the Beriana Sandoval Survey No. 40, Abstract No. 840, Medina County, Texas, said 604.41 acres being out of the Gallagher Concourse, LP, called 578.001 acre tract, recorded in Volume 630, Page 47, Official Records, Medina County, Texas (O.R.M.), and a 99.66 acres tract of land situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County, Texas, said 99.661 acres being the same D-W 381 Partners LLC called 99.657 acre tract, recorded in Document No. 2018008085, Public Records, Medina County, Texas (P.R.M.), said 604.41 acres being more fully described by metes and bounds as follows:

BEGINNING AT A found 1/2" iron rod with plastic cap stamped "GIBBONS" for the southwestern corner of said 504.75 acre tract, the northwestern corner of said 99.66, on the eastern Right-of-Way (ROW) of County Road (CR) 381;

THENCE, N06°00'35"W, along a westerly boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **1,801.40 feet** to found 1/2" iron rod plastic cap stamped "GIBBONS" for an interior corner of this tract and said 578.001 acre tract, an angle point of said CR 381;

THENCE, N32°16'06"W, continuing along a westerly boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **404.15 feet** to a found 1/2" iron rod with no identification for a western corner of this tract and said 578.001 acre tract, the southwest corner of the Rio Medina Acres Subd., recorded in Volume 7, Page 252, Record of Plats, Medina County, Texas, (R.P.M.);

THENCE, N57°40'54"E, along a northwestern boundary of this tract and said 578.001 acre tract, the southeastern boundary of said Rio Medina Acres Subd., a distance of **861.38 feet** to a found 1/2" with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said Rio Medina Acres Subd.;

THENCE, N00°13'42"E, along a western boundary of this tract and said 578.001 acre tract, the eastern boundary of said Rio Medina Acres Subd., a distance of **419.49 feet** to a found 1/2" rebar with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said Rio Medina Acres Subd.;

THENCE, N63°42'14"W, along a southwestern boundary of this tract and said 578.001 acre tract, the northeastern boundary of said Rio Medina Acres Subd., a distance of **1,860.84 feet** to a set 1/2" iron rod with a blue plastic cap stamped "KFW SURVEYING" (KFW), for a western corner of this tract and said 578.001 acre tract, the northern corner of said Rio Medina Acres Subd., on the eastern ROW of CR 381;

THENCE, N17°09'34"E, along a western boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **1,299.37 feet** to a found 1/2" iron rod with no identification for the northwestern corner of this tract and said 578.001 acre tract, the southwestern corner of the Ronald Biediger remainder of 39 acre tract, recorded in Document No. 2015008642, P.R.M.;

THENCE, S57°20'13"E, along a northeastern boundary of this tract and said 578.001 acre tract, the southwestern boundary of said remainder of 39 acre tract, a distance of **755.83 feet** to a found 1/2" iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, the southeast corner of said remainder of 39 acre tract, the southwest corner of the Theresa Stein Life Estate, Gary W. Stein called 181.6669 acre tract, recorded in Volume 2, Page 181, Official Public Records, Medina County, Texas (O.P.R.M.) and Volume 112, Page 668, O.P.R.M.;

THENCE, along the northern boundary of this tract and said 578.001 acre tract, the southern boundary of said 181.6669 acre tract, the 4 following courses and distances:

1. **N86°43'38"E**, a distance of **669.33 feet** to a found 1/2" iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said 181.6669 acre tract;
2. **N35°53'06"E**, a distance of **999.82 feet** to a found 1/2" iron rod with no identification for an exterior corner of this tract and said 578.001 acre tract, an interior corner of said 181.6669 acre tract;
3. **N89°25'13"E**, a distance of **721.27 feet** to a to a found 1/2" iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said 181.6669 acre tract;
4. **N46°53'00"E**, a distance of **1,239.00 feet** to a to a found 1/2" iron pipe with no identification for the northern most corner of this tract and said 578.001 acre tract, a northwestern corner of the Talley-Ho 220 Venture LTD called 216.839 acre tract, recorded in Volume 538, Page 416 O.P.R.M.;

THENCE, S00°08'50"W, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 216.839 acre tract, a distance of **2,678.09 feet** to fence post for an interior corner of this tract and said 578.001 acre tract, the southwest corner of said 216.839 acre tract

THENCE, N87°59'55"E, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said 216.839 acre tract, a distance of **1,992.17 feet** to a found 1/2" rebar with no identification for an angle point of this tract, the southeastern corner of said 216.839 acre tract, the southwestern corner of the Legend Oaks Unit 2 subdivision, recorded in Volume 8, Page 9, P.R.;

THENCE, N87°38'06"E, along a northern boundary of this tract and said 578.001 acre tract, a southern boundary of said Legend Oaks Unit 2 Subdivision, a distance of **338.89 feet** to a found 1/2" rebar with no identification for the northeastern corner of this tract and said 578.001 acre tract, an interior corner said Legend Oaks Unit 2 subdivision;

THENCE, S07°02'47"E, along an eastern boundary of this tract and said 578.001 acre tract, a western boundary of said Legend Oaks Unit 2 subdivision, a western boundary of Parcel 12A, Part 1, State of Texas 15.019 acre tract recorded in Document No. 2018005391, P.R.M., a distance of **339.15 feet** to a found TxDOT monument for an angle point of this tract, a western corner of said 15.019 acre tract, the northwestern corner of Parcel 11A, Part 2, State of Texas, called 0.287 acre tract recorded in Documents No. 2018005289, P.R.M.;

THENCE, S07°06'40"E, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 0.287 a distance of **111.77 feet** to a found TxDOT monument for an angle point of this tract, the southwestern corner of said 0.287 acre tract, a western corner of said 15.019 acre tract;

THENCE, S00°27'54"E, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 15.019 acre tract, a distance of **44.11 feet** to a found TXDOT monument for an eastern corner of this tract, the northern corner of Parcel 11A, Part 1, State of Texas, 8.988 acre tract, recorded in Document No. 2018005289, P.R.M.;

THENCE, along an eastern boundary of this tract, through the interior of said 578.001 acre tract, the western boundary of said 8.988 acre tract, the 2 following courses and distances:

1. a distance of **1,786.38 feet** along a curve to the left having a radius of **5,804.58 feet**, a central angle of **17°37'59"**, and a chord bearing and distance of **S08°15'47"W, 1,779.34 feet** to a set KFW at the end of this curve;
2. **S00°33'13"E**, a distance of **708.62 feet** to a found 1/2" rebar with cap stamped "PAPE DAWSON" for the southeastern corner of this tract on the southern boundary of said 578.001 acre tract, the northwestern corner of the Medina County 6.073 acre tract, recorded in Document No. 2020001552, P.R.M., the northwestern corner of the Red Bird Legacy Ranch LP, called 988.6 acre tract, recorded in Volume 671, Page 913, O.P.R.M.;

THENCE, S80°06'26"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 988.6 acre tract, a distance of **3,490.27 feet** to a found 1/2" rebar with no identification for an interior corner of this tract, the northwestern corner of said 988.6 acre tract, the northeastern corner of said 99.657 acre tract;

THENCE, S04°03'38"E, along the eastern boundary of this tract, a western boundary of said 988.6 acre tract, a distance of **3,457.33 feet** to a found 1/2" iron rod with no identification for the southeast corner of this tract, an interior corner of said 988.6 acre tract;

THENCE, N89°57'54"W, along the southern boundary of this tract, a northern boundary of said 988.6 acre tract, a distance of **658.85 feet** to a found 1/2" iron rod with no identification for the southwest corner of this tract, a northwestern corner of said 988.6 acre tract, on the eastern ROW of CR 381;

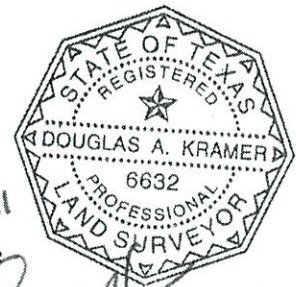
THENCE along the western boundary of this tract, the eastern ROW of CR 381, the two following courses and distances:

1. **N29°43'18"W**, a distance of **2,505.65 feet** to a found 1/2" iron rod with no identification for an interior corner of this tract, an angle point of said CR 381;
2. **N21°11'12"E**, a distance of **1,130.24 feet** to the **POINT OF BEGINNING**.

CONTAINING: 604.41 ACRES in Medina County, Texas. A tract being described in accordance with a survey and exhibits prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

Job No.: 20-107
Prepared by: KFW Surveying
Date: February 15, 2021
Updated:
File:

S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\County Line
Descriptions\TRACT A + D-W 381 Partners Field Notes Field Notes



2.15.21

Douglas A. Kramer



DESCRIPTION FOR 'TRACT B'
MEDINA COUNTY
20.938 ACRES

A 20.938 acres tract of land situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County Texas, said 20.938 acres being out of the Gallagher Concourse, LP, called 578.001 acre tract, recorded in Volume 630, Page 47, Official Records, Medina County, Texas (O.R.M.), also recorded in Volume 12209, Page 1108, Official Public Records, Bexar County, Texas (O.P.R.B.), said 20.938 acres being more fully described by metes and bounds as follows:

COMMENCING at a found 1/2" iron rod with plastic cap stamped "GIBBONS" for the southwestern corner of said 578.001 acre tract, the northwestern corner of the D-W 381 Partners called 99.657 acre tract recorded in Document No. 2018008085, Public Records, Medina County, Texas (P.R.M.), on the eastern Right-of- Way (ROW) of County Road (CR) 381;

THENCE, N80°04'24"E, along the common line of said 578.001 acre tract and said 99.657 acre tract, a distance of **1,266.79 feet** to a found 1/2" rebar with no identification for the northeastern corner of said 99.657 acre tract, the northwestern corner of the Red Bird Legacy Ranch LP called 988.6 acre tract recorded in Volume 671, Page 913, Official Public Records, Medina County, Texas (O.P.R.M.);

THENCE, N80°06'26"E, along the common line of said 578.001 acre tract and said 988.6 acre tract, a distance of **3,490.27 feet** to a found 1/2" iron rod with cap stamped "PAPE DAWSON" for the northeastern corner of said 988.6 acre tract, the northwestern corner of the Parcel 10C-2, Medina County called 6.073 acre tract recorded in Document No. 2020001552, P.R.M.;

THENCE, N80°05'25"E, along the common line of said 578.001 acre tract and said 6.073 acre tract and the common line of said 578.001 acre tract and Parcel 10A-Part 2, Medina County called 5.890 acre tract recorded in Document No. 2020005371 P.R.M., a distance of **152.03 feet** to a found 1/2" iron rod with cap stamped "PAPE DAWSON" for the northeastern corner of said 5.890 acre tract, the northwestern corner of Tract 1, Cumberland 211, LTD called 710.6 acre tract recorded in Volume 12395, Page 1298, O.P.R.B., the southeastern corner of Parcel 11A, Part 1, State of Texas called 8.988 acre tract, recorded in Document No. 2018005289 P.R.M., the southwestern corner of this tract and the **POINT OF BEGINNING**;

THENCE, along the western boundary of this tract, the eastern boundary of said 8.988 acre tract, the 2 following courses and distances:

1. **N00°33'13"W**, a distance of **683.91 feet** to a set ½" iron rod with blue plastic cap stamped "KFW SURVEYING" (KFW) for the beginning of a curve;
2. a distance of **284.09 feet** along a curve to the right having a radius of **5,654.58 feet**, a central angle of **02°52'43"**, and a chord bearing and distance of **N00°53'09"E**, **284.06 feet** to a set KFW for the northwestern corner of this tract, an interior corner of said 8.988 acre tract;

THENCE, **N80°04'49"E**, along a northern boundary of this tract, a southern boundary of said 8.988 acre tract, a distance of **119.07 feet** to a ½" iron rod with no identification for an interior corner of this tract, a southeastern corner of said 8.988 acre tract, a southeastern corner of said 578.001 acre tract;

THENCE, **N00°37'41"W**, along a western boundary of this tract, an eastern boundary of said 578.001 acre tract, an eastern boundary of said 8.988 acre tract, a distance of **2.57 feet** to a set KFW for an exterior corner of this tract, an interior corner of said 578.00 acre tract, the southwestern corner of the Legend Oaks, Unit 1 subdivision, recorded in Volume 7, Page 340, Plat Records, Medina County, Texas (P.R.);

THENCE, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said Legend Oaks, Unit 1 subdivision the 2 following courses and distances:

1. **S87°01'10"E**, a distance of **9.85 feet** to a found TxDOT monument for an exterior corner of this tract and said 578.001 acre tract, an exterior corner of said Legends Oaks, Unit 1 subdivision;
2. **N80°10'03"E**, a distance of **406.16 feet** to a found 1/2" rebar with no identification for an angle point of this tract, the southeastern corner of said Legends Oaks. Unit 1 subdivision, the southwestern corner of the Tamaron Subdivision Unit 3, recorded in Volume 9536, Page 106, Deed and Plat Records, Bexar County, Texas (D.P.R.B.);

THENCE, **N80°05'52"E**, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said Tamaron Subdivision Unit 3, a distance of **416.80 feet** to a set KFW for the northeast corner of this tract on the Medina/Bexar County Line;

THENCE, **S00°16'06"E**, along the Medina/Bexar County Line, the eastern boundary of this tract, through the interior of said 578.001 acre tract, a distance of **966.98 feet** to a set KFW for the southeast corner of this tract on the southern boundary of said 578.001 acre tract, the northern boundary of said 710.6 acre tract;

THENCE, S80°02'52"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **828.67 feet** to a found 1/2" iron rod for an angle point of this tract;

THENCE, S80°14'41"W, continuing along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **125.81 feet** to **POINT OF BEGINNING**.

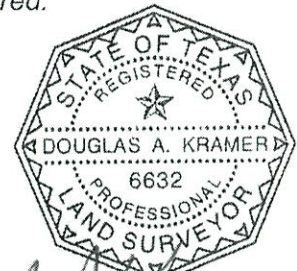
CONTAINING: 20.938 ACRES in Medina County, Texas, said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

This document was prepared under 22 TAC Section 663.21 and does not reflect the results of a complete on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.: 20-107
Prepared by: KFW Surveying
Date: February 15, 2021
Updated:
File:

S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\TRACT B Field Notes Medina Co.

2-15-21



A handwritten signature in cursive script, appearing to read "Douglas A. Kramer", written over the bottom portion of the professional seal.

EXHIBIT A



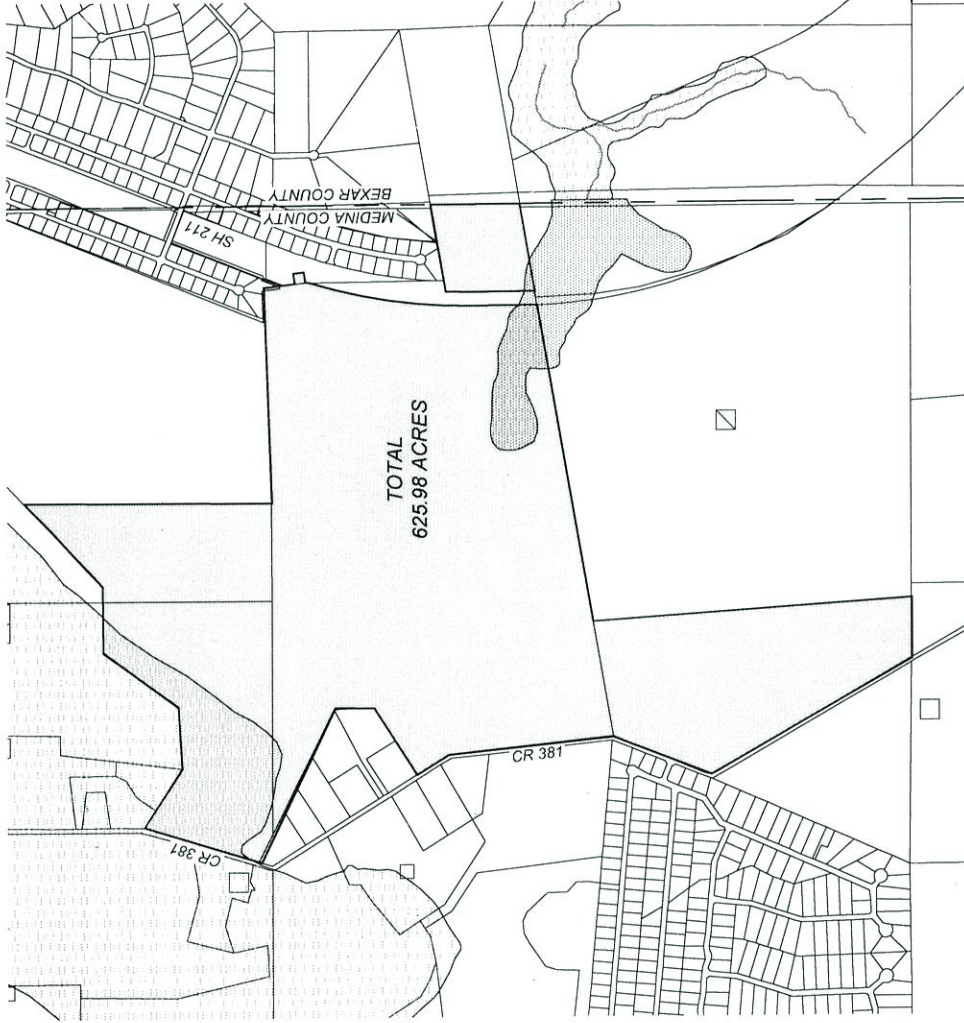
SCALE : 1"=2000'

2000'

0'



4000'

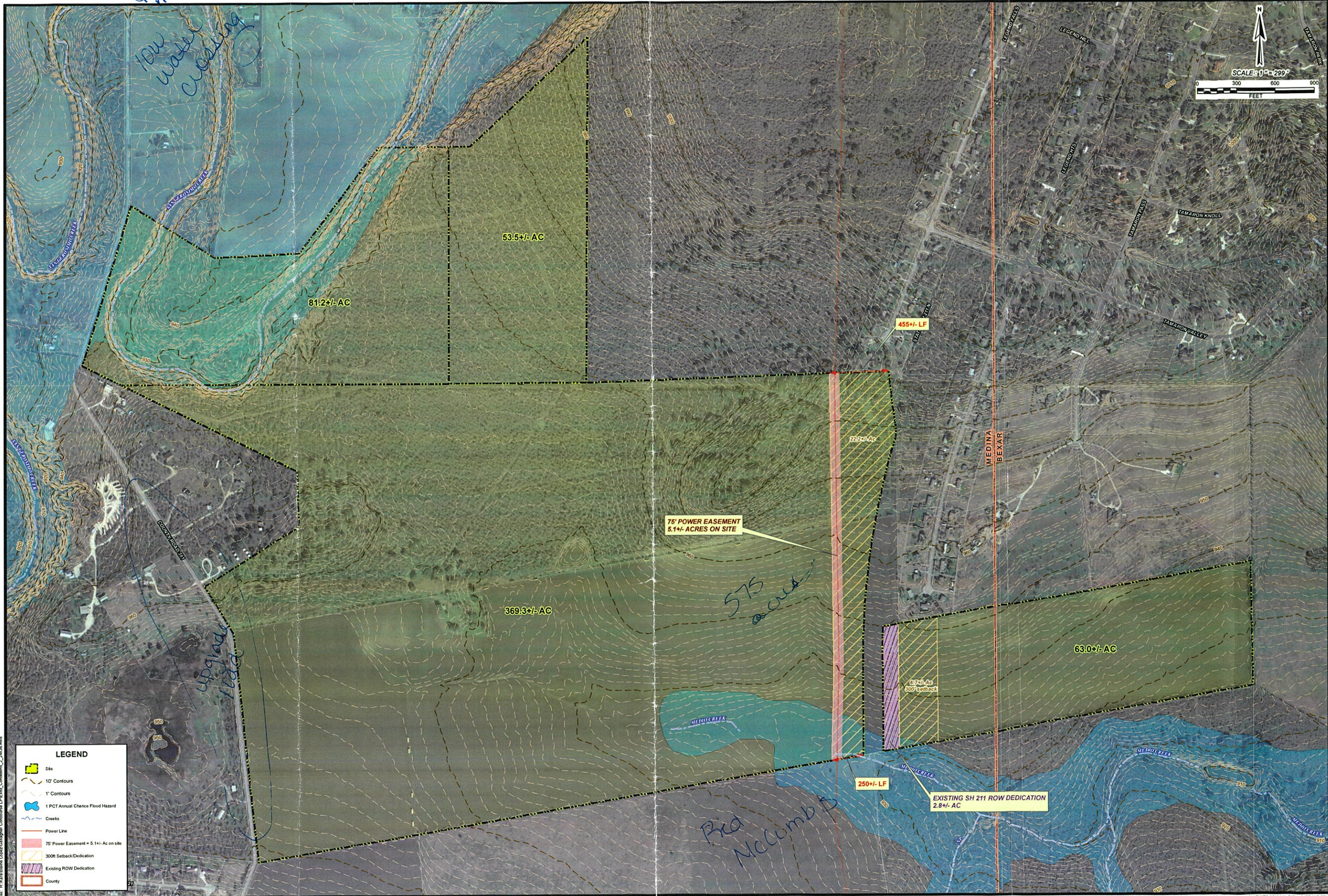


GALLAGHER TRACT MEDINA COUNTY, TEXAS BOUNDARY EXHIBIT

REVISIONS		ISSUE DATE	
JOB NO	205-48-01	DESIGNER	CL
DATE	OCTOBER 2020	CHECKED	BL
DRAWN	CL		

SHEET: 1 OF 1

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.



51 mi

100' water crossing

upgrade 1800

575' water

Brid McCumb

455 +/- LF

250 +/- LF

EXISTING SH 211 ROW DEDICATION
2.8 +/- AC

75' POWER EASEMENT
5.1 +/- AC ON SITE

LEGEND

- Site
- 10' Contours
- 1' Contours
- 1 PCT Annual Chance Flood Hazard
- Creeks
- Power Line
- 75' Power Easement = 5.1 +/- AC on site
- 300ft Setback/Dedication
- Existing ROW Dedication
- County

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§

§

COUNTY OF MEDINA

§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Medina County, Texas (the *County*), convened on the 19th day of November, 2020 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Chris Schuchart	County Judge
Tim Neuman	Commissioner, Place 1
Larry Sittre	Commissioner, Place 2
David Lynch	Commissioner, Place 3
Jerry Beck	Commissioner, Place 4

and all of such persons were present at the Meeting, except the following: , thus constituting a quorum. Among other business considered at the Meeting, the attached Resolution (the *Resolution*) entitled:

A RESOLUTION BY THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS ACCEPTING AN APPLICATION CONCERNING THE CREATION OF MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 5; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAW; APPROVING AND AUTHORIZING NOTICE OF PUBLIC HEARING REGARDING THE POSSIBLE CREATION OF A FRESH WATER SUPPLY DISTRICT; APPROVING A PROFESSIONAL EXPENSES PAYMENT AGREEMENT RELATED TO THE FOREGOING; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner Sittre that the Resolution be passed and adopted. The motion was seconded by Commissioner Neuman and carried by the following vote:

5 voted "For" 0 voted "Against" 0 "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting including the

subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

* * * *

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 19th day of November, 2020.



(SEAL OF COMMISSIONERS COURT)


County Clerk and Ex-Officio Clerk of the
Commissioners Court of Medina County, Texas

RESOLUTION NO. 2020-11-19-6

A RESOLUTION BY THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS ACCEPTING AN APPLICATION CONCERNING THE CREATION OF MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 5; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAW; APPROVING AND AUTHORIZING NOTICE OF PUBLIC HEARING REGARDING THE POSSIBLE CREATION OF A FRESH WATER SUPPLY DISTRICT; APPROVING A PROFESSIONAL EXPENSES PAYMENT AGREEMENT RELATED TO THE FOREGOING; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Commissioners Court (the *Court*) of Medina County, Texas (the *County*), has received a petition (the *Petition*), which petition the Court hereby finds and determines to be validly submitted, in proper form, and compliant with applicable laws of the State of Texas (the *State*), concerning the creation of a fresh water supply district (the *District*) to support the development of a project within Precinct 2 of the County known as “Gallagher Ranch”, as required and in compliance with Chapter 53, Texas Water Code, as amended (the *Act*); and

WHEREAS, pursuant to the Act, prior to the action of the Court concerning the creation of the District, the Court is required to conduct a public hearing (the *Hearing*) concerning any such creation and post notices of such Hearing within the County, which notices shall contain, at a minimum, the requisite information specified in the Act; and

WHEREAS, the Court hereby finds and determines that, based on its receipt of the Petition and \$100 (the *Deposit*), the County should proceed with the conduct of the Hearing concerning the creation of the District and the giving of notice of such Hearing in the time, form, and manner provided by applicable law; and

WHEREAS, the Court further finds and determines that, in order to effectuate the creation of the District and its related projects, the County will incur certain professional fees related to the foregoing and will make provision for the payment of such fees; and

WHEREAS, the Court hereby finds and determines that these actions are in the best interests of the residents of the County; now, therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS THAT:

SECTION 1: The County Clerk is hereby authorized and directed to cause notice to be posted of the Court’s intention to conduct the Hearing concerning the creation of the District. The District’s Hearing notice is hereby approved and authorized to be posted, which shall read substantially in the form and content of Exhibit A attached hereto and is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2: The County Clerk shall cause the aforesaid notice to be posted at the County's Courthouse Door located at 1100 16th Street, Hondo, Texas 78861 and four locations within the District at least ten days before the scheduled date of the Hearing. In addition, the County Clerk may deliver the notice to any adult who is willing to execute it as set forth in the Act.

SECTION 3: The County Clerk is hereby authorized and directed to pay all expenses necessary for the Hearing from the Deposit and is further authorized and directed to return to the submitter any unused portion of the Deposit remaining after the payment of such expenses.

SECTION 4: The Court hereby approves the County's entrance into the Professional Expenses Payment Agreement, in the form attached hereto as Exhibit B, with Daphne Development, LLC, as developer for the payment of the fees and expenses of the County incurred in connection with the foregoing matters. The County Judge is authorized to execute the Professional Expenses Payment Agreement on behalf of and as the act and deed of the County.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Court.

SECTION 6: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Court hereby declares that this Resolution would have been enacted without such invalid provision.

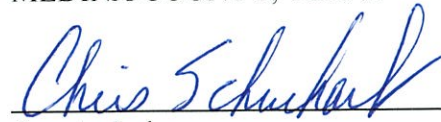
SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED on the 19th day of November, 2020.

MEDINA COUNTY, TEXAS



County Judge

ATTEST:


County Clerk and Ex-Officio
Clerk of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)



Exhibit B

Professional Expenses Payment Agreement

**AGREEMENT FOR PAYMENT OF PROFESSIONAL EXPENSES EXPECTED TO BE
INCURRED BY THE COUNTY IN CONNECTION WITH THE
MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 5**

THIS AGREEMENT (this *Agreement*) is entered into this 19th day of November, 2020, by and between Medina County, Texas (the *County*), and Daphne Development, LLC, a Texas limited liability company, (the *Applicant* together with the County hereinafter referred to as the *Parties*).

WHEREAS, the Applicant is under contract to purchase certain property situated in the County described in Exhibit A, attached hereto and incorporated herein by reference (the *Property*);

WHEREAS, the Applicant desires to develop the Property and has caused an application to the County to be made for the creation of a Fresh Water Supply District pursuant to Chapters 49 and 53 of the Texas Water Code, to be named the Medina County Fresh Water Supply District No. 5 (the *District*);

WHEREAS, the Parties desire to memorialize their intent regarding Applicant's agreement to pay directly or reimburse the County for fees and expenses for review of the application and petition and to coordinate and accomplish creation of the District by the County;

WHEREAS, the Parties hereto recognize that the County will continue to incur expenses through the entire District creation process, including (but not limited) to the following: legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, attorney fees, financial advisory fees, special consultant fees, and fees for administrative time of County staff;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. For purposes of this Agreement, "Application" shall mean and include all documentation, data, and information submitted to the County in order to seek or obtain District creation and approval by the County Commissioners Court of related plans and agreements.
2. Applicant shall provide the sum of \$27,500 to the County to be held in escrow by the County for Expenses (described in paragraph 4 below) of County for the District Application. When the balance in the escrow account reaches \$5,000 and should County need additional funds for Expenses, County shall notify Applicant in writing and Applicant shall provide the additional amount requested by the County within (30) thirty days. In no event shall the total amount of funds required hereunder exceed \$100,000.
3. The Applicant may terminate its Application at any time by giving written notice to the County. The County shall take all reasonable steps necessary to terminate the accrual of Expenses to the Applicant and file such notices as are required by the County's regulations. The Applicant shall be liable for all Expenses incurred by the County in terminating the

processing of the Application. The County shall notify the Applicant of any additional Expenses that County may incur.

4. The County will account for all funds expended and fees and expenses incurred by the County as a result of review of and implementation of the request included in the Application. The County will make statements of Expenses (herein so called) incurred available to the Applicant. Expenses to be charged to the Applicant's account shall include, but shall not be limited to appraisal, legal publications, notices, and reproduction of materials, public hearing expenses, recording of documents, attorney fees, financial advisory fees, and any other special consultant fees. The County shall notify the Applicant of any Expenses that County may incur in connection with the Application. Applicant's obligation to pay directly or reimburse the County for Expenses under this Agreement shall expire upon the first to occur of: (i) creation of the District, (ii) County denial of any portion of the Application, or (iii) Applicant's withdrawal of the Application, at which time the County will provide the Applicant with a final statement of account and will refund to the Applicant any funds deposited by the Applicant that were not expended by the County, except where the Parties expressly agree to the contrary.
5. Subject to the limitations contained above, Applicant's obligation to pay the Expenses provided for in this Agreement shall exist and continue independent of whether the Application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the County or the Applicant prior to a final decision in the process. The Applicant agrees to pay all Expenses, in accordance with this Agreement, regardless of whether the County approves or denies the Application. The County shall not be stopped or otherwise limited or precluded from denial or conditional approval of the Application by the terms, conditions, or obligations of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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[SIGNATURES FOLLOW ON NEXT PAGE]

DAPHNE DEVELOPMENT, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2020, by _____, as _____ of DAPHNE DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

Notary Public in and for the State of Texas

MEDINA COUNTY:

By: 
County Judge

ATTEST:

By: 
County Clerk and Ex-Officio
Clerk of the Commissioners Court

EXHIBIT A

Legal Description of Property

See Tab No. 2

AFFIDAVIT OF POSTING NOTICE

THE STATE OF TEXAS

§

§

COUNTY OF MEDINA

§

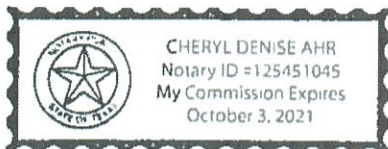
§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jennifer Adlong, who, after being by me duly sworn, upon oath says:

1. My name is Jennifer Adlong.
2. I am over twenty-one (21) years of age.
3. On the 7th day of December, 2020, being at least 10 days prior to the date fixed for hearing on the creation of Fresh Water Supply District No. 5, Medina County, Texas, I posted a notice of the hearing to be held before the Commissioners Court of Medina County, Texas on the 17th day of December, 2020, at 10:00 AM, a copy of which notice is attached hereto, at the Medina County Courthouse.

Jennifer A. Adlong
Signature

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on the 7 day of December, 2020, to verify which witness my hand and seal of office.



Cheryl Denise AHR
Notary Public in and for the
State of Texas

(NOTARY SEAL)

AFFIDAVIT OF POSTING NOTICE

THE STATE OF TEXAS §
 §
COUNTIES OF MEDINA AND BEXAR §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin DeArdo, who after being by me duly sworn, upon oath says:

I. My name is Kevin DeArdo.

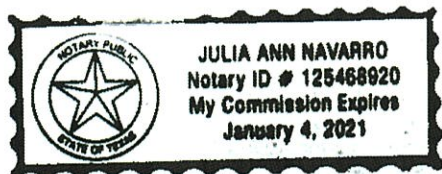
II. I am over twenty-one (21) years of age.

III. On the 4th day of December, 2020, being at least 10 days prior to the date fixed for hearing on the creation of Fresh Water Supply District No. 5, Medina County, Texas (the *District*), I posted a notice of the hearing to be held before the Commissioners Court of Medina County, Texas on the 17th day of December, 2020, at 10:00 AM, a copy of which notice is attached hereto, at the following places within the District:

1. Posted at County Road 381, 2.0 miles north of Potranco Road;
2. Posted at County Road 381, 2.7 miles north of Potranco Road;
3. Posted at County Road 381, 1 mile south of Farm-Market 471; and
4. Posted at County Road 381, 0.5 mile south of Farm-Market 471.

Kevin DeArdo
Signature

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on the 4th day of DECEMBER, 2020, to verify which witness my hand and seal of office.



Julia Ann Navarro
Notary Public in and for the
State of Texas

(NOTARY SEAL)

Hearing Notice

On November 19, 2020, Daphne Development, LLC (the *Developer*) submitted a petition (the *Petition*) to Medina County, Texas (the *County*) concerning the creation, organization and establishment of Fresh Water Supply District Number Five, Medina County, Texas (the *District*) across property located in the County to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 17, 2020 at 10:00 a.m. with respect to the creation of the District. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861.

Any person is entitled to appear at the hearing, challenge the form and allegations of the Petition, and contest creation of the District or the proposition that the projects to be undertaken by the proposed District would benefit the land inside its boundaries. Further information with respect to the proposed District will be available at the hearing or upon written request prior thereto addressed to the County. A copy of the Resolution of the Commissioners Court accepting the Petition, as well as the Petition, is available for inspection during regular business hours at the Office of the County Judge.

Hearing Notice

On November 19, 2020, Dapline Development, L.L.C. (the *Developer*) submitted a petition (the *Petition*) to Medina County, Texas (the *County*) concerning the creation, organization and establishment of Fresh Water Supply District Number Five, Medina County, Texas (the *District*) across property located in the County to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 17, 2020 at 10:00 a.m. with respect to the creation of the District. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861.

Any person is entitled to appear at the hearing, challenge the form and allegations of the *Petition*, and contest creation of the *District* or the proposition that the projects to be undertaken by the proposed *District* would benefit the land inside its boundaries. Further information with respect to the proposed *District* will be available at the hearing or upon written request prior thereto addressed to the County. A copy of the Resolution of the Commissioners Court accepting the *Petition*, as well as the *Petition*, is available for inspection during regular business hours at the Office of the County Judge.



Hearing Notice

On November 19, 2020, Daphne Development, LLC (the Developer) submitted a petition (the Petition) to Medina County, Texas (the County) concerning the creation, organization and establishment of Fresh Water Supply District Number Five, Medina County, Texas (the District) for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 17, 2020 at 10:00 a.m. with respect to the creation of the District. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861.

Any person is entitled to appear at the hearing, challenge the form and allegations of the Petition, and contest creation of the District or the proposition that the projects to be undertaken by the proposed District would benefit the land inside its boundaries. Further information with respect to the proposed District will be available at the hearing or upon written request prior thereto addressed to the proposed District. A copy of the Resolution of the Commissioners Court accepting the Petition, as well as the Petition, is available for inspection during regular business hours at the Office of the County Judge.

STATE OF TEXAS §

COUNTY OF BEXAR §

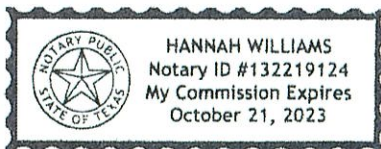
This instrument was acknowledged before me on the ____ day of December, 2020, by **PAUL DENHAM**, as Managing Member of D-W 381 PARTNERS, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State Of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 4 day of December, 2020, by **DEAN WILLIAMS**, as Manager of GOLDFINCH FARMS, LLC, a Texas limited liability company, on behalf of said limited liability company.



Hannah Williams
Notary Public, State Of Texas

AGENCY AUTHORIZATION

December 4, 2020

RE: Gallagher 100 Acres - A0380 J. FITZGERALD SURVEY 33; 99.657 ACRES

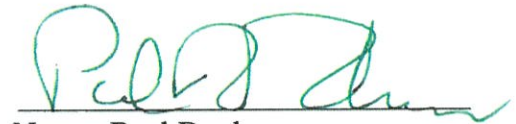
To All Reviewing Agencies:

As owner of the above referenced property, I hereby authorize Medina Revitalization Initiative, LLC the authority to execute all project legal documents including but not limited to:

1. Non-Standard Service Contract with Yancey Water Supply Corporation;
2. Utility Service Agreement with the San Antonio Water System; and
3. Medina County Fresh Water Supply District No. 5; and
4. Development Agreement with the City of San Antonio regarding non-annexation agreement.

D-W 381 PARTNERS, LLC, a Texas
limited liability company

By:



Name: Paul Denham

Title: Managing Member

GOLDFINCH FARMS, LLC, a Texas
limited liability company

By:

Name: Dean Williams

Title: Manager

Exhibit A

Hearing Notice

On November 19, 2020, Daphne Development, LLC (the *Developer*) submitted a petition (the *Petition*) to Medina County, Texas (the *County*) concerning the creation, organization and establishment of Fresh Water Supply District Number Five, Medina County, Texas (the *District*) across property located in the County to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 17, 2020 at 10:00 a.m. with respect to the creation of the District. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861.

Any person is entitled to appear at the hearing, challenge the form and allegations of the Petition, and contest creation of the District or the proposition that the projects to be undertaken by the proposed District would benefit the land inside its boundaries. Further information with respect to the proposed District will be available at the hearing or upon written request prior thereto addressed to the County. A copy of the Resolution of the Commissioners Court accepting the Petition, as well as the Petition, is available for inspection during regular business hours at the Office of the County Judge.

**AGREEMENT FOR PAYMENT OF PROFESSIONAL EXPENSES EXPECTED TO BE
INCURRED BY THE COUNTY IN CONNECTION WITH THE
MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 5**

THIS AGREEMENT (this *Agreement*) is entered into this 19th day of November, 2020, by and between Medina County, Texas (the *County*), and Daphne Development, LLC, a Texas limited liability company, (the *Applicant* together with the County hereinafter referred to as the *Parties*).

WHEREAS, the Applicant is under contract to purchase certain property situated in the County described in Exhibit A, attached hereto and incorporated herein by reference (the *Property*);

WHEREAS, the Applicant desires to develop the Property and has caused an application to the County to be made for the creation of a Fresh Water Supply District pursuant to Chapters 49 and 53 of the Texas Water Code, to be named the Medina County Fresh Water Supply District No. 5 (the *District*);

WHEREAS, the Parties desire to memorialize their intent regarding Applicant's agreement to pay directly or reimburse the County for fees and expenses for review of the application and petition and to coordinate and accomplish creation of the District by the County;

WHEREAS, the Parties hereto recognize that the County will continue to incur expenses through the entire District creation process, including (but not limited) to the following: legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, attorney fees, financial advisory fees, special consultant fees, and fees for administrative time of County staff;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. For purposes of this Agreement, "Application" shall mean and include all documentation, data, and information submitted to the County in order to seek or obtain District creation and approval by the County Commissioners Court of related plans and agreements.
2. Applicant shall provide the sum of \$27,500 to the County to be held in escrow by the County for Expenses (described in paragraph 4 below) of County for the District Application. When the balance in the escrow account reaches \$5,000 and should County need additional funds for Expenses, County shall notify Applicant in writing and Applicant shall provide the additional amount requested by the County within (30) thirty days. In no event shall the total amount of funds required hereunder exceed \$100,000.
3. The Applicant may terminate its Application at any time by giving written notice to the County. The County shall take all reasonable steps necessary to terminate the accrual of Expenses to the Applicant and file such notices as are required by the County's regulations. The Applicant shall be liable for all Expenses incurred by the County in terminating the

processing of the Application. The County shall notify the Applicant of any additional Expenses that County may incur.

4. The County will account for all funds expended and fees and expenses incurred by the County as a result of review of and implementation of the request included in the Application. The County will make statements of Expenses (herein so called) incurred available to the Applicant. Expenses to be charged to the Applicant's account shall include, but shall not be limited to appraisal, legal publications, notices, and reproduction of materials, public hearing expenses, recording of documents, attorney fees, financial advisory fees, and any other special consultant fees. The County shall notify the Applicant of any Expenses that County may incur in connection with the Application. Applicant's obligation to pay directly or reimburse the County for Expenses under this Agreement shall expire upon the first to occur of: (i) creation of the District, (ii) County denial of any portion of the Application, or (iii) Applicant's withdrawal of the Application, at which time the County will provide the Applicant with a final statement of account and will refund to the Applicant any funds deposited by the Applicant that were not expended by the County, except where the Parties expressly agree to the contrary.
5. Subject to the limitations contained above, Applicant's obligation to pay the Expenses provided for in this Agreement shall exist and continue independent of whether the Application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the County or the Applicant prior to a final decision in the process. The Applicant agrees to pay all Expenses, in accordance with this Agreement, regardless of whether the County approves or denies the Application. The County shall not be stopped or otherwise limited or precluded from denial or conditional approval of the Application by the terms, conditions, or obligations of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOLLOW ON NEXT PAGE]

a Texas limited liability company

By: _____
Name: _____
Title: _____

[illegible]

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2020, by _____, as _____ of DAPHNE DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

Notary Public in and for the State of Texas

MEDINA COUNTY:

By: Chris Schuchat
County Judge

ATTEST:

By: 
County Clerk and Ex-Officio
Clerk of the Commissioners Court

[APPLICANT]

[a Texas limited liability company],

By:

Name:

Title:

Gordon V. Hartman
President

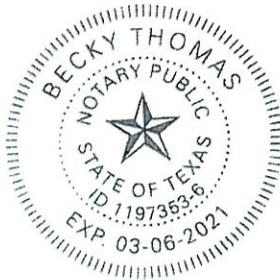
THE STATE OF TEXAS

COUNTY OF Bexar

§
§
§

THIS INSTRUMENT is acknowledged before me on this 7 day of October, 2020, by Gordon V. Hartman, as President of [APPLICANT, [a Texas limited liability company], on behalf of said company.

[SEAL]



Becky Thomas
Notary Public in and for the State of Texas

MEDINA COUNTY:

By: _____
County Judge

ATTEST:

By: _____
County Clerk and Ex-Officio
Clerk of the Commissioners Court

MEDINA COUNTY COMMISSIONERS COURT
REGULAR MEETING
December 17, 2020
9:15 AM

ITEM #1
MEETING CALLED TO ORDER

Commissioner Lynch called the meeting to order at 9:00 A.M. and noted that all the commissioners/members were present with the exception of Judge Schuchart who was absent due to COVID. Other officials/departments heads in attendance for all or part of the meeting were, County Auditor Eduard Lopez by Zoom, County Treasurer Debbie Southwell, County Clerk Gina Champion, Deputy Clerk Julie Willman, Pre-Trial Director Darcy Hasty, EMC Keith Lutz, Assistant Auditor Beverly Ham, Sheriff Randy Brown.

ITEM #2
DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF PAYROLL #26 FOR THE PERIOD
ENDING DECEMBER 11, 2020

Court members reviewed payroll #26 for the period ending December 11, 2020. After review a motion was made by Commissioner Neuman and second by Commissioner Beck to approve payroll #26 for the period ending December 11, 2020. Motion carried (See attached)

ITEM #3
DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF PERSONNEL ACTION FORMS
(HR DIRECTOR)

HR Director Glenda Moody presented Court Members with personnel action forms for review and approval. After review a motion was made by Commissioner Neuman and second by Commissioner Beck to approve personnel action forms as presented. Motion carried. (See attached)

ITEM #4
DISCUSS AND TAKE POSSIBLE ACTION ON HAZARD PAY FOR WIC EMPLOYEES FROM GRANT
FUNDS (HR DIRECTOR)

No Action was taken.

ITEM #5
DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF NOVEMBER 19, 2020
COMMISSIONERS COURT MEETING MINUTES

Courts members reviewed the November 19, 2020 Commissioners Court Meeting Minutes. After review a motion was made by Commissioner Sittre and second by Commissioner Neuman to approve the November 19, 2020 Commissioners Court Meeting Minutes. Motion carried. (See attached)

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF DECEMBER 3, 2020 COMMISSIONERS
COURT MEETING MINUTES

Courts members reviewed the December 3, 2020 Commissioners Court Meeting Minutes. After review a motion was made by Commissioner Sittre and second by Commissioner Neuman to approve the December 3, 2020 Commissioners Court Meeting Minutes. Motion carried. (See attached)

ITEM #7

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF ACCOUNTS PAYABLE (TREASURER)

County Treasure Debbie Southwell submitted the accounts payable to Court Members for approval. Following careful review, a motion was made by Commissioner Sittre and second by Commissioner Beck to approve the accounts payable. Motion carried. (See attached)

ITEM #8

DISCUSS AND TAKE POSSIBLE ACTION ON DISBURSMENT OF FUNDS SINCE THE LAST
COMMISSIONERS COURT MEETING (TREASURER)

Court Members reviewed the report of funds disbursed since last commissioners Court meeting. After discussion a motion was made by Commissioner Beck and second by Commissioner Neuman to approve the funds to be disbursed. Motion carried. (See attached)

ITEM #9

REPORT ON INVESTMENT TRANSACTIONS COMPLETED DURING THE MONTH OF
NOVEMBER 2020 (TREASURER)

No Action taken.

ITEM #10

VISITORS / PUBLIC COMMENT

Linda Perkins- Anvil Herald
Keith Howard – Howard Surveying
AJ Shield - CR 6717 Property, LLC

Kyle Stoner - Klein & Cope Engineering, Inc.
Candace DeJesus

10:00 AM

ITEM #11

DISCUSS AND TAKE POSSIBLE ACTION ON PRELIMINARY APPROVAL OF HUNTERS RANCH
PHASE II SUBDIVISION; LOCATED IN PRECINCT 2 OFF OF FM 1957 (PROTRANCO ROAD)
(LJA ENGINEERING)

Court Members reviewed the preliminary plat of Hunters Ranch Phase II subdivision. After discussion a motion was made by Commissioner Sittre and second by Commissioner Neuman to grant preliminary approval to Hunters Ranch Phase II Subdivision, Located in Precinct 2 off of FM 1957 (Potranco Road). Motion carried.

DISCUSS AND TAKE POSSIBLE ACTION ON PRELIMINARY APPROVAL OF VACATE AND REPLAT OF LOT 8 IN HICKORY RIDGE SUBDIVISION; LOCATED IN PRECINCT 4 OFF OF COUNTY ROAD 6717 (CR 6717 PROPERTY, LLC)

AJ Shield presented Court Members with a preliminary plat to Vacate and Replat Lot 8 in Hickory Ridge Subdivision located in Precinct 4 off of County Road 6717. After discussion Commissioner Beck requested that the private road be increased from 30 feet wide to 60 feet wide. No action will be taken until corrections are made to the plat.

ITEM #13

DISCUSS AND TAKE POSSIBLE ACTION ON PRELIMINARY APPROVAL OF OAK MEADOWS, PHASE TWO; LOCATED IN PRECINCT 4 OFF OF COUNTY ROAD 7711 (HOWARD SURVEYING)

Keith Howard with Howard Surveying presented Court Members with a preliminary plat of Oak Meadows Subdivision, Phase two, Located in Precinct 4 off of County Road 7711. After discussion a motion was made by Commissioner Beck and second by Commissioner Neuman to grant preliminary approval of Oak Meadows Subdivision, Phase Two; Located in Precinct 4 off of County Road 771. Motion carried.

ITEM #14

DISCUSS AND TAKE POSSIBLE ACTION ON FINAL APPROVAL OF VACATE AND REPLAT OF LOT 426 IN DANCING BEAR SUBDIVISION, UNIT 8A; LOCATED IN PRECINCT 1 OFF OF FM 1283 (KAVANAUGH CONSULTING, LLC)

This item has been tabled.

ITEM #15

PUBLIC HEARING TO RECEIVE COMMENT CONCERNING THE PETITION FOR THE CREATION OF MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 5

Commissioner Lynch opened the public hearing at 10:07 a.m. to receive comment concerning the petition for the Creation of Medina County Fresh Water Supply District No. 5. Clay Binford with McCall, Parkhurst & Horton L.L.P. representing the County explained the purpose of the public hearing for the creation of Medina County Fresh Water Supply District with no one present or signed up to speak, the public hearing was recessed for resumption at a later date.

ITEM #16

DISCUSS AND TAKE POSSIBLE ACTION TO PURCHASE MOTOROLA SOLUTIONS INFRASTRUCTURE TO GATRRS AND MCC7500e CONSOLE UPGRADE THROUGH H-GAC PURCHASING CO-OP AND APPROVAL OF MUNICIPAL LEASE AGREEMENT OPTION (SHERIFF BROWN & KEITH LUTZ, EMC)

Emergency Management Coordinator Keith Lutz gave a presentation on the Motorola Solutions console upgrade along with the lease agreement options. After discussion and questions answered to Commissioners. A motion was made by Commissioner Lynch second by Commissioner Neuman to approve the Municipal Lease Agreement through H-GAC Purchasing Co-Op with option #3 with a three-year payment option and a down payment of \$104,000.00. Motion carried. (See Attached)

DISTRICT ATTORNEY, HEALTH UNIT AND WIC BUILDING

Court Members reviewed a spread sheet of bids received from Ergonic Home, Gateway, Nolan's, Texas Wilson, Wells Group and Workspace Solutions. After review and discussion, a motion was made by Commissioner Neuman and second by Commissioner Sittre to accept all bids received and award bid for furnishing the District Attorney, Health Unit and WIC Building to Wells Group in the amount of \$129,659.24 with delivery within 2-6 weeks. Motion carried. (See attached)

ITEM #18

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF LICENSE PURCHASE AGREEMENT
WITH CHECKUPS LLC SOFTWARE FOR JUVENILE PROBATION

Pre-Trial Services Director Darcy Hasty explained the Checkup LLC Software to Commissioners, since her department currently uses it and recommended Checkups to Juvenile Probation. A motion was made by Commissioner Sittre and second by Commissioner Neuman to approve the license purchase agreement with Checkups LLC Software for Juvenile Probation. Motion carried. (See attached)

ITEM #19

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF 2021 INDIGENT DEFENSE SOFTWARE
AS A SERVICE ADDENDUM (SAAS AGREEMENT)

Pre-Trial Services Director Darcy Hasty discussed the Indigent Defense Software is used in her Department. A motion was made by Commissioner Larry Sittre and second by Commissioner Neuman to approve the 2021 Indigent Defense Software. Motion Carried. (See attached)

ITEM #20

DISCUSS AND TAKE POSSIBLE ACTION ON A RESOLUTION RECEIVING NOTIFICATION FROM
APPRAISAL DISTRICT REGARDING ACQUISITION OF REAL PROPERTY

Court Members reviewed a resolution receiving notification from the Appraisal District regarding acquisition of real property. After review a motion was made by Commissioner Beck and second by Commissioner Sittre to adopt the resolution to allow Appraisal District to acquire real property. Motion Carried. (See attached)

ITEM #21

DISCUSS AND TAKE POSSIBLE ACTION ON ACCEPTANCE OF BIDS AND AWARD A
CONSTRUCTION CONTRACT FOR THE 19-20 TXCDBG PROJECT #7219271 (AUDITOR'S OFFICE)

Kyle Stoner with Klein & Cope Engineering, Inc. presented Court Members with the Letter of Recommendation of Award to Ram II General Contractors of a construction contract for the 19-20 TxCDBG Project #7219271. After further review motion was made by Commissioner Lynch and second by Commissioner Sittre to accept the bid and award a construction contract for the 19-20 TXCDBG project to Ram II General Contractors, Inc. Motion Carried. (See attached)

DISCUSS AND TAKE POSSIBLE ACTION ON AUTHORIZATION TO ADVERTISE PUBLIC HEARING
FOR THE 21-22 TXCDBG (AUDITORS OFFICE)

A motion made by Commissioner Neuman and second by Commissioner Sittre to authorize advertisement of a public hearing for the 21-22 TXCDBG. Motion carried.

ITEM #23

DISCUSS AND TAKE POSSIBLE ACTION ON REJECTING SEALED BIDS RECEIVED FOR THE
METAL DETECTORS WITH BODY TEMPERATURE SCANNER (AUDITORS OFFICE)

Emergency Management Coordinator Keith Lutz discussed with Court Members sealed bids received for metal detectors with body temperature scanners to be rejected. A motion was made by Commissioner Lynch and second by Commissioner Sittre to reject all sealed bids received for metal detectors with body temperature scanners. Motion Carried.

ITEM #24

DISCUSS AND TAKE POSSIBLE ACTION ON PURCHASING THE METAL DETECTORS FOR THE
MEDINA COUNTY BUILDING FROM GARRETT METAL DETECTORS THROUGH A PURCHASING
COOPERATIVE (AUDITOR 'S OFFICE)

Emergency Management Coordinator Keith Lutz presented Court Members with detailed information on the Garrett PD 6500i metal detector to possible purchase for Medina County Annex Buildings in Castroville, Devine, Courthouse and Courthouse Annex from Garrett Metal Detectors. After discussion a motion made by Commissioner Beck and second by Commissioner Neuman to purchase 7 metal detectors for the Medina County Annex Buildings in Castroville, Devine, Courthouse and Courthouse Annex from Garrett Metal Detectors through a Purchasing Cooperative. Motion carried. (See Attached)

ITEM #25

DISCUSS AND TAKE POSSIBLE ACTION ON REAPPOINTMENT OF PAM MATHIS TO MEDINA
COUNTY ESD NO. 1 BOARD OF DIRECTORS

A motion made by Commissioner Sittre and second by Commissioner Timothy Neuman to reappointment Pam Mathis to Medina County ESD No. 1 Board of Directors. Motion carried.

ITEM #26

DISCUSS AND TAKE POSSIBLE ON ACCEPTANCE OF RESIGNATION OF MICHAEL ECHTLE FROM
MEDINA COUNTY ESD NO. 1 BOARD OF DIRECTORS

A motion made by Commissioner Sittre and second by Commissioner Neuman to accept the resignation of Michael Echtle from Medina County ESD No. 1 board of directors. Motion carried.

GIBSON FROM MEDINA COUNTY ESD NO. 6 BOARD OF DIRECTORS AND APPOINT RAY LUTZ
TO FILL VACANCY

A motion made by Commissioner Neuman and second by Commissioner Sittre to accept the resignation of Michelle Gibson from Medina County ESD NO. 6 Board of Directors and appoint Ray Lutz to fill the vacancy of Ms. Gibson. Motion carried.

ITEM #28

DISCUSS AND TAKE POSSIBLE ACTION ON REAPPOINTMENTS OF MARK BLYTH TO MEDINA
COUNTY ESD NO. 6 BOARD OF DIRECTORS

A motion made by Commissioner Neuman and second by Commissioner Sittre to reappointment Mark Blyth to Medina County ESD No. 6 Board of Directors. Motion carried.

ITEM #29

ACKNOWLEDGE MELISSA LUTZ, TAX ASSESSOR-COLLECTOR EDUCATION FOR
01/01/2020-12/31/2020

Court members acknowledge Melissa Lutz, Tax Assessor -Collector education from 01/01/2020-12/31-2020.
No action taken. (See attached)

ITEM #30

COURT MEMBERS ANNOUNCEMENTS

No announcements were made.

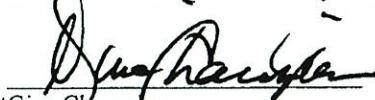
ITEM #31

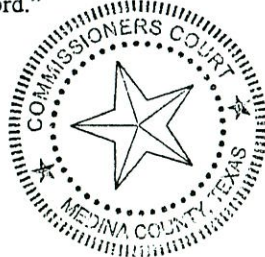
ADJOURN

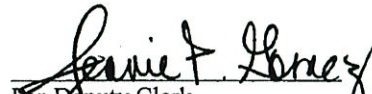
There being no further business, Commissioner Lynch declared the meeting adjourned at 10:44 A.M.

As per Texas Local Government Code Chapter 81.003

"(c) The clerk shall record the court's authorized proceedings between terms. This record may be in a paper or electronic format. The clerk shall attest to the accuracy of the record."


Gina Champion
Medina County Clerk




By: Deputy Clerk

NOTICE OF MEETING
COMMISSIONERS COURT OF MEDINA COUNTY

NOTICE is hereby given that a **REGULAR** meeting of **Commissioners Court** will be held on **Thursday December 17, 2020 at 9:00 AM** in the District Courtroom, 1100 16th Street, Hondo, Texas. You may visit our website at www.medinacountytexas.org for agenda postings.

1. Meeting called to order
2. Discuss and take possible action on approval of Payroll #26 for the period ending December 11, 2020
3. Discuss and take possible action on approval of personnel action forms (HR Director)
4. Discuss and take possible action on hazard pay for WIC Employees from grant funds (HR Director)
5. Discuss and take possible action on approval of November 19, 2020 Commissioners Court Meeting Minutes
6. Discuss and take possible action on approval of December 3, 2020 Commissioners Court Meeting Minutes
7. Discuss and take possible action on approval of accounts payable (Treasurer)
8. Discuss and take possible action on disbursement of funds since the last Commissioners Court Meeting (Treasurer)
9. Report on investment transactions completed during the month of November 2020 (Treasurer)
10. Visitors / Public Comment

10:00 AM

DEC 14 '20 AM -8 3 6

COUNTY CLERK, MEDINA CO.

11. Discuss and take possible action on preliminary approval of Hunters Ranch Phase II Subdivision; located in Precinct 2 off of FM 1957 (Potranco Road) (LJA Engineering)
12. Discuss and take possible action on preliminary approval of vacate and replat of Lot 8 in Hickory Ridge Subdivision; Located in Precinct 4 off of County Road 6717 (CR 6717 Property, LLC)
13. Discuss and take possible action on preliminary approval of Oak Meadows, Phase Two; Located in Precinct 4 off of County Road 7711 (Howard Surveying)
14. Discuss and take possible action on final approval of vacate and replat of Lot 426 in Dancing Bear Subdivision, Unit 8A; Located in Precinct 1 off of FM 1283 (Kavanaugh Consulting, LLC)
15. Public hearing: to receive comment concerning the petition for the creation of Medina County Fresh Water Supply District No. 5
16. Discuss and take possible action on Motorola Solutions Infrastructure to GATRRS and MCC7500e Console upgrade purchasing through H-GAC purchasing co-op (Sheriff Brown & Keith Lutz, EMC)
17. Discuss and take possible action bid acceptance and award for furnishing the District Attorney, Health Unit and WIC Building
18. Discuss and take possible action on approval of License Purchase Agreement with Checkups LLC Software for Juvenile Probation
19. Discuss and take possible action on approval of 2021 Indigent Defense Software as a Service Addendum

22. Discuss and take possible action on authorization to advertise Public Hearing for the 21-22 TxCDBG (Auditor's Office)
23. Discuss and take possible action on rejecting sealed bids received for the Metal Detectors with Body Temperature scanner (Auditor's Office)
24. Discuss and take possible action on purchasing the Metal Detectors for the Medina County buildings from Garrett Metal Detectors through a Purchasing Cooperative (Auditor's Office)
25. Discuss and take possible action on reappointment of Pam Mathis to Medina County ESD No. 1 Board of Directors
26. Discuss and take possible action on acceptance of resignation of Michael Echtle from Medina County ESD No. 1 Board of Directors
27. Discuss and take possible action on acceptance of resignation of Michelle Gibson from Medina County ESD No. 6 Board of Directors and appoint Ray Lutz to fill the vacancy
28. Discuss and take possible action on reappointment of Mark Blyth to Medina County ESD No. 6 Board of Directors
29. Acknowledge Melissa Lutz, Tax Assessor-Collector Continuing Education for 01/01/2020-12/31/2020
30. Court Members Announcements
31. Adjourn

Join by Zoom Meeting – 9:00 AM

<https://us02web.zoom.us/j/83002451400?pwd=b0pyL3ZzenVKZ2l2SUFQMEdzQT09>

Meeting ID: 830 0245 1400

Passcode: 942934

Dial by your location

+1 346 248 7799 US (Houston)

Meeting ID: 830 0245 1400

Passcode: 942934

Find your local number: <https://us02web.zoom.us/j/83002451400?pwd=b0pyL3ZzenVKZ2l2SUFQMEdzQT09>

Join by Zoom Meeting – 10:00 AM

<https://us02web.zoom.us/j/85709982932?pwd=OktBcEJyZWlCRlhzLzFIc0h6dGU0dz09>

Meeting ID: 857 0998 2932

Passcode: 821787

Dial by your location

+1 346 248 7799 US (Houston)

Meeting ID: 857 0998 2932

Passcode: 821787

Find your local number: <https://us02web.zoom.us/j/85709982932?pwd=OktBcEJyZWlCRlhzLzFIc0h6dGU0dz09>

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in executive session to discuss any of the above agenda items. Immediately before any closed session, the specific section or section of Government Code, Chapter 551 that provides statutory authority will be announced.

FILED IN MY OFFICE
COURT CLERK

SIGNED: Chris Schuchat
COUNTY JUDGE by CP

DEC 14 '20 AM -8 36

COUNTY CLERK, MEDINA CO.

I, Administrative Assistant to the County Judge and Commissioners Court do hereby certify that the above Notice is a true and correct copy of said Notice, posted on the bulletin board at the Northeast Section of the Courthouse Square, 1100 16th Street, Hondo, Texas at a place readily accessible to the general public at all times on **December**

Timothy Neuman
Commissioner Precinct No. 1

Chris Schuchart
County Judge

David Lynch
Commissioner Precinct No. 3

Larry Sittre
Commissioner Precinct No. 2

Jerry Beck
Commissioner Precinct No. 4

MEDINA COUNTY COMMISSIONERS COURT
REGULAR MEETING
May 6, 2021
9:00 AM

ITEM #1
MEETING CALLED TO ORDER

Judge Schuchart called the meeting to order at 9:00 A.M. and noted that all the commissioners/members were present. Other official/departments heads in attendance for all or part of the meeting were, Administrative Assistant Jennifer Adlong, Medina County Auditor Eduard Lopez, HR Director Glenda Moody, County Treasurer Debbie Southwell, County Clerk Gina Champion, Elections Administrator Lupe Torres, Chief Deputy Chris Champion, Deputy Clerk Jeanie Gomez.

ITEM #2
DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF PAYROLL #10 FOR THE PERIOD
ENDING APRIL 30, 2021

Court Members reviewed Payroll #10 for the period ending April 30, 2021. After review a motion was made by Commissioner Neuman and second by Commissioner Sittre to approve Payroll #10 for the period ending April 30, 2021. Motion carried. (See attached)

ITEM #3
DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF PERSONNEL ACTION FORMS
(HR DIRECTOR)

HR Director Glenda Moody presented Court members with personnel action forms for review and approval. After review a motion was made by Commissioner Neuman and second by Commissioner Sittre to approve the personnel action forms. Motion carried. (See attached)

ITEM #4
DISCUSS AND TAKE POSSIBLE ACTION ON SUPPLEMENTAL PAY FOR PRECINCT AND
SHERIFF'S DEPARTMENT EMPLOYEES DURING THE APRIL 28 – MAY 1, 2021 STORMS

Court Members discussed Supplemental Pay for Precinct and Sheriff's Department Employees during the April 28-May 1, 2021 Storms. After discussion with Commissioners and Chief Chris Champion a motion was made by Commissioner Lynch and second by Commissioner Sittre to authorize pay for time worked during the storms at time and half to Precinct workers and Sheriff's Dept. employees. Motion carried.

ITEM #5
DISCUSS AND TAKE POSSIBLE ACTIONS ON APPROVAL OF APRIL 19, 2021 SPECIAL
COMMISSIONERS COURT MINUTES

After review a motion was made by Commissioner Lynch and second by Commissioner Beck to approve April 19, 2021 Commissioners Court Minutes. Motion carried. (See attached)

ITEM #6

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF APRIL 22, 2021 COMMISSIONER COURT MINUTES

This item has been tabled.

ITEM #7

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF BUDGET AMENDMENTS (AUDITOR)

Auditor Eduardo Lopez presented budget amendments for review and approval. After review a motion was made by Commissioner Neuman and second by Commissioner Sittre to approve budget amendments as presented. Motion carried. (See attached)

ITEM #8

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF CANCO CONSTRUCTION, LLC INVOICE #20302 UNDER §262.024 (a) (4) DISCRETIONARY EXEMPTIONS OF THE LOCAL GOVERNMENT CODE (AUDITOR)

Court Members reviewed invoice #20302 from Canco Construction, LLC for tunnel under the jail to expose the sewer line which has corroded and needs replacing. After discussion a motion was made by Commissioner Lynch and second by Commissioner Beck to approval payment of Canco Construction, LLC Invoice # 20302 under §262.024 (a) (4) of the Local Government Code. Motion carried. (See attached)

ITEM #9

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF ACCOUNTS PAYABLE (TREASURER)

County Treasurer Debbie Southwell submitted the accounts payable to Court Members for approval. Following careful review, a motion was made by Commissioner Lynch and second by Commissioner Sittre to approve the accounts payable with add-on payment to McClure Consulting LLC in the amount of \$14,686.49, inactivating payments to Canco Construction LLC and United Healthcare which will be wire transfer and with the exception of page 30 being restitution funds which do not require court approval. Motion carried. (See attached)

ITEM #10

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF DISBURSEMENT OF FUNDS SINCE THE LAST COMMISSIONERS COURT MEETING (TREASURER)

County Treasurer Debbie Southwell submitted the report of funds disbursed since the last Commissioners Court meeting. After discussion a motion was made by Commissioner Neuman and second by Commissioner Sittre to approve the funds disbursed in the amount of \$8,478.85 since the last Commissioners Court meeting. Motion carried. (See attached)

ITEM #11

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF COUNTY TREASURER'S MONTHLY REPORT

County Treasurer Debbie Southwell presented the Monthly Report for the month of March 2021 to the Court Members for approval. Mrs. Southwell reported the combined funds being \$41,372,608.71 and the total debt being \$29,604,481.46. A motion was made by Commissioner Beck and second by Commissioner Lynch to approve the Monthly Report as submitted. Motion Carried. (See Attached)

ITEM #12
DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF COUNTY TREASURER'S QUARTERLY
INVESTMENT REPORT

County Treasurer Debbie Southwell submitted the Quarterly Investment Report for January 1- March 31, 2021. After review a motion was made by Commissioner Sittre and second by Commissioner Beck to approve the County Treasurer's Quarterly Investment Report for January 1 – March 31, 2021. Motion carried. (See attached)

ITEM #13
REPORT ON INVESTMENT TRANSACTIONS COMPLETED DURING THE MONTH OF MARCH 2021
(TREASURER)

County Treasurer, Debbie Southwell presented Court Members with the investment transactions completed during the month of March 2021. No action taken. (See attached)

ITEM #14
VISITORS / PUBLIC COMMENT

Eugene Hileman with United Methodist Disaster Response suggests a long-term recovery program for future disasters in this community. Mr. Hileman announced that the Salvation Army is distributing mattresses at the Catholic Church in D'Hanis.

Linda Perkins, Hondo Anvil Herald
Garth Coursen, Westwood
Charles Bales, BCS
Stephanie Prosser, MV Surveys
Clay Binford, McCall, Parkhurst & Horton

Mark Miller, Westwood,
Jon Rothe, Rothe & Associates.
Earl & Jack Baker, Luco Armadillo
Paul Carey, MV Surveys
Gordon Hartman and Mr. Ortiz.

10:00 AM

ITEM #15
DISCUSS AND TAKE POSSIBLE ACTION ON PRELIMINARY APPROVAL OF VACATE AND REPLAT
OF LOT 10 IN RIO MEDINA RANCHETTES SUBDIVISION; LOCATED IN PRECINCT 1 OFF OF CR 271
(MV SURVEYS)

Stephanie Prosser and Paul Carey with MV Surveys presented Court Members with a preliminary plat to vacate and replat Lot 10 in Rio Medina Ranchettes Subdivision; Located in Precinct 1 off of CR 271. After review a motion was made by Commissioner Neuman and second by Commissioner Sittre to grant preliminary approval of vacate and replat of Lot 10 in Rio Medina Ranchettes Subdivision; Located in Precinct 1 off of CR 271. Motion carried

ITEM #16
DISCUSS AND TAKE POSSIBLE ACTION ON FINAL APPROVAL OF VACATE AND REPLAT OF LOT
1 IN DIANA CARMONA SUBDIVISION; LOCATED IN PRECINCT 4 OFF OF CR 6611 (MV SURVEYS)

Stephanie Prosser and Paul Carey with MV Surveys presented Court Members with the final plat to vacate and replat Lot 1 in Diana Carmona Subdivision; Located in Precinct 4 off of CR 6611. After discussion a motion was made by Commissioner Beck and second by Commissioner Sittre to grant final approval to vacate and replat of Lot 1 in Diana Carmona Subdivision; Located in Precinct 4 off of CR 6611. Motion carried.

ITEM #17

DISCUSS AND TAKE POSSIBLE ON PRELIMINARY APPROVAL OF DEER RUN SUBDIVISION;
LOCATED IN PRECINCT 3 OFF OF FM 462 S. (ROTHE & ASSOC.)

Jon Rothe with Rothe & Associates presented Court Members with a preliminary plat of Deer Run Subdivision; Located in Precinct 3 off of FM 462 S. After discussion a motion was made by Commissioner Lynch and second by Commissioner Sittre to grant preliminary approval of Deer Run Subdivision; Located in Precinct 3 off of FM 462 S. Motion carried.

ITEM #18

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF A RESOLUTION CONVAISSING THE
RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION (CLAY BINFORD, MC CALL,
PARKHURST & HORTON L.L.P.)

This item has been tabled.

ITEM #19

DISCUSS AND TAKE POSSIBLE ACTION ON A RESOLUTION ACCEPTING AND APPLICATION
CONCERNING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT IN SUPPORT OF THE
DEVELOPMENT KNOWN KNOWN AS "LEGACY HILLS" AND RESOLVING OTHER MATTERS IN
CONNECTION THEREWITH (CLAY BINFORD, MC CALL, PARKHURST & HORTON L.L.P.)

Clay Binford discussed with Court Members the creation of a Public Improvement District in support of the development known as "Legacy Hills". After discussion a motion was made by Commissioner Neuman and second by Commissioner Sittre to pass a Resolution accepting an application concerning the creation of a Public Improvement District in support of the development known as "Legacy Hills" and resolving other matters in connection therewith. Motion carried. (See attached)

ITEM #20

DISCUSS AND TAKE POSSIBLE ACTION ON AN ORDER AUTHORIZING THE COUNTY TO ENTER
INTO VARIOUS AGREEMENTS TO ACCOMPLISH THE RIGHT-OF-WAY EXCHANGE
CONTEMPLATED UNDER THE AGREEMENT BETWEEN THE COUNTY AND RED BIRD LEGACY
RANCH, LP AND ORDERING OTHER MATTERS IN CONNECTION THEREWITH
(CLAY BINFORD, MC CALL, PARKHURST & HORTON L.L.P.)

Clay Binford presented to Court Members with information on an Order authorizing the County to enter into various Agreements to accomplish the right-of-way exchange contemplated under the agreement between the County and Red Bird Legacy Ranch, LP and Ordering other matters in connection therewith. A motion as made by Commissioner Sittre and second by Commissioner Neuman to approve an Order authorizing the County to enter into various agreement to accomplish the right-of-way exchange contemplated under the agreement between the County and Red Bird Legacy Ranch, LP and ordering other matters in connection therewith. Motion carried. (See attached)

ITEM #21

DISCUSS AND TAKE POSSIBLE ACTION IN CONSIDERATION OF AND WITH RESPECT TO
MEDINA COUNTY, TEXAS FRESH WATER SUPPLY DISTRICT NO. 5:

- A) RECONVENE RECESSED PUBLIC HEARING FIRST CONVENED ON
DECEMBER 17, 2020 TO RECEIVE COMMENT CONCERNING THE
PETITION FOR THE CREATION OF MEDINA COUNTY, TEXAS FRESH
WATER SUPPLY DISTRICT NO. 5
- B) AN ORDER AUTHORIZING THE COUNTY TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH REVITALIZATION INITIATIVE, LLC PURSUANT TO A PREVIOUSLY
CREATED ECONOMIC DEVELOPMENT PROGRAM AND ORDERING OTHER MATTERS IN
CONNECTION THEREWITH
- C) ORDER UPON HEARING A PETITION TO CREATE MEDINA COUNTY, TEXAS FRESH
WATER SUPPLY DISTRICT NO. 5 AND DEFINING THE BOUNDARIES THEREOF, AND
OTHER PROVISIONS RELATING THERETO

- A. Judge Schuchart reconvened the Public Hearing from December 17, 2020 to receive comment concerning the petition for the creation of Medina County, Texas Fresh Water Supply District No. 5 at 10:14 am and with no one was present to speak, Judge closed the meeting at 10:14 am.
- B. Clay Binford discussed with County Members an order authorizing the County to enter into a Development Agreement with Revitalization Initiative, LLC. A motion was made by Commissioner Neuman and second by Commissioner Lynch to approve an Order authorizing the County to enter into a Development Agreement with Revitalization Initiative, LLC pursuant to a previously created Economic Development Program and ordering other matters in connection there with. Motion carried. (See attached)
- C. Clay Binford discussed with County Members an Order upon hearing a petition to create Medina County, Texas Fresh Water Supply District No. 5. A motion was made by Commissioner Neuman and Second by Commissioner Sittre to approve an Order upon hearing a petition to create Medina County, Texas Fresh Water Supply District No. 5 and defining the boundaries thereof, and other provisions relating thereto. Motion carried. (See Attached)

ITEM #22

DISCUSS AND TAKE POSSIBLE ACTION ON REVISION OF THE MEDINA COUNTY SUBDIVISION
RULES AND REGULATIONS PLATTING FEES (SCHEDULE 1)

Court Members reviewed Schedule 1 of the Medina County Subdivision Rules and Regulations increasing the preliminary plat fees to \$3,000.00, plus \$150.00 per lot to be effective June 7, 2021. After discussion a motion was made by Commissioner Beck and second by Commissioner Lynch to revise the Medina County Subdivision Rules and Regulations Platting Fees (Schedule 1), effective June 7, 2021. Motion carried. (See attached)

ITEM #23

DISCUSS AND TAKE POSSIBLE ACTION ON DECLARATION OF LOCAL STATE OF DISASTER(S)

Court Members reviewed a Declaration of Local State of Disaster(s). A motion was made by Commissioner Lynch and second by Commissioner Sittre on passing a Declaration of State of Disaster in regards to undocumented residents and human trafficking to be effective May 6, 2021, this is permanent until otherwise lifted. Motion carried (See attached)

Court Members reviewed a Declaration of Local State of Disaster(s). A motion was made by Commissioner Beck and second by Commissioner Sittre on passing a Declaration of State of Disaster regarding the hail, wind, rain, tornado storm on April 28 & April 29th, 2021. Motion carried. (See attached)

ITEM #24

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL FOR PURCHASE OF TRACTOR WITH BROOM SHREDDER THROUGH SOURCE WELL PURCHASING PROGRAM FOR PRECINCT 3

After review a motion was made by Commissioner Lynch and second by Commissioner Neuman for action on approval for purchase of tractor with broom shredder through Source Well Purchasing Program for Precinct 3. Motion carried. (See attached)

ITEM #25

DISCUSS AND TAKE POSSIBLE ACTION ON ALLOWING PRECINCT 3 TO BORROW FUNDS FROM THE TAN 2020 FOR PURCHASE OF TRACTOR WITH BROOM SHREDDER

After discussion a motion was made by Commissioner Lynch and second by Commissioner Neuman on allowing Precinct 3 to borrow funds from the TAN 2020 for purchase of tractor with broom shredder. Motion carried.

ITEM #26

DISCUSS AND TAKE POSSIBLE ACTION ON DECLARING PRECINCT 3 EQUIPMENT AS SALVAGE AND AUTHORIZE DISPOSAL

After review a motion was made by Commissioner Lynch and second by Commissioner Neuman to declare Precinct 3 equipment as salvage and authorize disposal. Motion carried. (See attached)

ITEM #27

RECEIVE AND ENTER INTO THE COMMISSIONERS COURT MINUTES THE ANNUAL ROAD REPORT FROM COMMISSIONER PRECINCT 2, PURSUANT §251.05 (B) TEXAS TRANSPORTATION CODE

This item has been tabled.

ITEM #28

DISCUSS AND TAKE POSSIBLE ACTION ON RATIFICATION OF CHANGE ORDERS FOR THE
COURTHOUSE ANNEX OR JAIL ADDITION

Court Members reviewed two change orders for the Courthouse Annex and one for the jail expansion. After review Change Order No. 12R2 will be tabled to the next meeting to receive further explanation. A motion was made by Commissioner Lynch and second by Commissioner Neuman to ratify approval of Change Order 21 for Courthouse Annex. Motion carried. (See attached). A motion was made by Commissioner Lynch and second by Commissioner Beck to ratify approval of Change Order No. 26 for the Jail Expansion. Motion carried. (See attached)

ITEM #29

DISCUSS AND TAKE POSSIBLE ACTION ON CHANGES TO CONSTRUCTION FOR COURTHOUSE
ANNEX OR JAIL ADDITION

After review of change order to add rock to the front of Commissioners Court bench with the cost of \$10,124.53 in the Courthouse Annex. A motion was made by Commissioner Lynch and second by Commissioner Neuman to reject change order to add rock to the front of Commissioners Court bench in the Courthouse Annex. Motion carried. (See attached)

ITEM #30

COURT MEMBERS ANNOUNCEMENTS

Commissioner Neuman gave praise to employees that worked hard with the hazardous storms and the aftermath of the storms. He also gave special thanks to County Judge Schuchart and E.M.C. Keith Lutz for support during the storms.

County Judge Schuchart gives thanks to the American Red Cross, Ministry Alliances, San Antonio Food Bank, ACOG and all other agencies for their aide and assistance to Medina County during and after the hazardous storms. He also mentioned that the Meals On Wheels building was destroyed and Texas Representative Tony Gonzales is seeking Public Funding.

County Clerk Gina Champion announced that the conversion of a new software program Vanguard which is through Kofile, is active and running as of May 3, 2021 in the County Clerk's Office.

ITEM #31

ADJOURN

There being no further business, Judge Schuchart declared the meeting adjourned at 11:00 a.m.

As per Texas Local Government Code Chapter 81.003

“(c) The clerk shall record the court’s authorized proceedings between terms. This record may be in a paper or electronic format. The clerk shall attest to the accuracy of the record.”

Gina Champion
Medina County Clerk

By: Deputy Clerk

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§

§

COUNTY OF MEDINA

§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Medina County, Texas (the *County*), convened on the 6th day of May 2021 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Chris Schuchart	County Judge
Tim Neuman	Commissioner, Precinct 1
Larry Sittre	Commissioner, Precinct 2
David Lynch	Commissioner, Precinct 3
Jerry Beck	Commissioner, Precinct 4

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached Order (the *Order*) entitled:

ORDER UPON HEARING A PETITION TO CREATE MEDINA COUNTY, TEXAS FRESH WATER SUPPLY DISTRICT NO. 5; ESTABLISHING MEDINA COUNTY, TEXAS FRESH WATER SUPPLY DISTRICT NO. 5 AND DEFINING THE BOUNDARIES THEREOF; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner Neuman that the Order be passed and adopted. The motion was seconded by Commissioner Sittre and carried by the following vote:

5 voted "For" 0 voted "Against" 0 "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 6th day of May, 2021.



(SEAL OF COMMISSIONERS COURT)



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Medina County, Texas

ORDER NO. 2021-05-06-3

**ORDER UPON HEARING A PETITION TO CREATE
MEDINA COUNTY, TEXAS FRESH WATER SUPPLY
DISTRICT NO. 5; ESTABLISHING MEDINA COUNTY,
TEXAS FRESH WATER SUPPLY DISTRICT NO. 5 AND
DEFINING THE BOUNDARIES THEREOF; AND
CONTAINING OTHER PROVISIONS RELATING TO THE
SUBJECT**

WHEREAS, there has, on November 19, 2020, been presented to the Commissioners Court of Medina County, Texas (the *Court*), a petition (hereinafter referred to as the *Petition*) requesting creation of a fresh water supply district to be known as Medina County, Texas Fresh Water Supply District No. 5 (hereinafter referred to as the *District*), under the authority of Article XVI, Section 59, Texas Constitution and Chapter 53, Texas Water Code, as amended (*Chapter 53*), a copy of which Petition is attached hereto as Exhibit A and is incorporated herein for all purposes; and

WHEREAS, upon presentation of the Petition, the Court, by resolution adopted on November 19, 2020, accepted the Petition and found the same to be administratively complete, ordered the conduct of a hearing (hereinafter referred to as the *Hearing*) before the Court concerning the Petition at 10:00 a.m. on December 17, 2020, which is a date that is 15 or more, but not more than 30 days from, the date of the Petition's presentation to the Court, and authorized the posting of the time, date, location and subject matter of the Hearing; and

WHEREAS, upon such Hearing being convened, there was presented proper proof and evidence, consisting of affidavits of posting and publication, that notice of such Hearing had been provided in accordance with the applicable provisions of Chapter 53; and

WHEREAS, at the Hearing, the Court invited any interested person, or his attorney, to appear and contend for or contest the creation of the District and to offer testimony pertinent to any issue presented, and heard evidence on the Petition and all issues with respect to the creation of the District, including evidence concerning (i) if the Petition was signed by the persons who hold title to land in the proposed District that represents a total value of more than 50% of the value of all the land in the proposed District, as indicated by the appraisal roll of the Medina County Appraisal District; (ii) whether notice of the Hearing was properly given; (iii) whether the proposed improvements to be undertaken by the District are desirable, feasible, and practicable, and (iv) whether the proposed improvements to be undertaken by the District would represent a public utility and a public benefit and would be conducive to public health; and

WHEREAS, the proponents of the District and others offered evidence, both oral and documentary, in favor of all of the foregoing matters and the allegations in the Petition and the creation of the District; and

WHEREAS, at the conclusion of such presentation of evidence, the Hearing was recessed until it was reconvened on May 6, 2021; and

WHEREAS, when the Hearing was reconvened, any interested person or his attorney were again invited to appear and contend for or contest the creation of the District and to offer testimony pertinent to any issue presented; and

WHEREAS, hearing no additional evidence contesting or contending for the creation of the District, the Hearing was adjourned; and

WHEREAS, the Hearing having been properly convened and, based upon the evidence and testimony thereat presented, this Court finds as follows:

- a. That the Petition is in proper form and was signed by persons who hold title to land in the proposed District that represents a total value of more than 50% of the value of all the land in the proposed District, as indicated by the appraisal roll of the Medina County Appraisal District, and was accompanied by a deposit of One Hundred and No/100 Dollars (\$100.00);
- b. That the Hearing was properly called, held and conducted and that notice of the Hearing was posted within the County and the proposed District;
- c. That this Court has jurisdiction to entertain the Petition and to hold and conduct hearings thereon and to enter upon the record and minutes of this Court its finding relative to the Hearing under the provisions of Chapter 53;
- d. That the allegations contained in the Petition are true and correct and the relief sought in the Petition should in all respects be granted;
- e. That creation of the proposed District and the development of the proposed improvements thereby are desirable, feasible and practicable and would be a public utility and a public benefit and would be conducive to public health; and
- f. That this meeting of the Court is open to the public and that proper notice has been given and posted as required by law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Medina County, Texas:

SECTION 1. The foregoing findings and judgments of this Court are hereby determined to be true, correct and complete and are hereby approved and adopted.

SECTION 2. The requests included within the Petition are in all respects granted.

SECTION 3. Medina County, Texas Fresh Water Supply District No. 5 is hereby created and established, and the boundaries of such District are hereby defined as containing 625.348 acres of land, more or less, in Medina County, Texas, as more particularly described by metes and bounds in Exhibit A to the Petition (which description is hereby incorporated by reference for all purposes as if set forth in full herein).

SECTION 4. The following individuals are hereby appointed to serve as directors of the District, to serve as provided by law, and that each director shall be entitled to per diems not to exceed the maximum amount allowed by law:

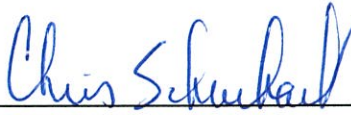
1. Ron Morander
2. Amy Huebner
3. Jessica Lizardo
4. Becky Thomas
5. Gary Legan

SECTION 5. That a copy of this Order and the findings and judgments of this Court relative to the hearing on the Petition to create Medina County, Texas Fresh Water Supply District No. 5, shall be recorded in the minutes of this Court and in the Official Records of Medina County, Texas.

* * * *

PASSED AND ADOPTED on the 6th day of May, 2021.

MEDINA COUNTY, TEXAS



County Judge

ATTEST:



County Clerk and Ex-Officio
Clerk of the Commissioners Court



(SEAL OF COMMISSIONERS COURT)

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Medina County, Texas (the *County*), convened on the 6th day of May 2021 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Chris Schuchart	County Judge
Tim Neuman	Commissioner, Precinct 1
Larry Sittre	Commissioner, Precinct 2
David Lynch	Commissioner, Precinct 3
Jerry Beck	Commissioner, Precinct 4

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached Order (the *Order*) entitled:

**AN ORDER OF THE COMMISSIONERS COURT OF MEDINA COUNTY,
TEXAS AUTHORIZING THE COUNTY TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH REVITALIZATION INITIATIVE,
LLC PURSUANT TO A PREVIOUSLY-CREATED ECONOMIC
DEVELOPMENT PROGRAM; AND ORDERING OTHER MATTERS IN
CONNECTION THEREWITH**

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner Neuman that the Order be passed and adopted. The motion was seconded by Commissioner Lynch and carried by the following vote:

5 voted "For" 0 voted "Against" 0 "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 6th day of May, 2021.



(SEAL OF COMMISSIONERS COURT)



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Medina County, Texas

ORDER NO. 2021-05-06-2

**AN ORDER OF THE COMMISSIONERS COURT OF
MEDINA COUNTY, TEXAS AUTHORIZING THE COUNTY
TO ENTER INTO A DEVELOPMENT AGREEMENT WITH
MEDINA REVITALIZATION INITIATIVE, LLC
PURSUANT TO A PREVIOUSLY-CREATED ECONOMIC
DEVELOPMENT PROGRAM; AND ORDERING OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Commissioners Court (the *Court*) of Medina County, Texas (the *County*) recognizes the importance of its continued role in local economic development and the protection of the health, safety, and welfare of its inhabitants; and

WHEREAS, Article III, Section 52-a of the Texas Constitution authorized the Legislature to provide for the creation of programs and the making of loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity; and

WHEREAS, pursuant to such constitutional authorization, the Legislature passed Chapter 381 of the Texas Local Government Code, as amended (*Chapter 381*), which authorizes counties to establish certain economic development programs; and

WHEREAS, pursuant to Chapter 381, the County, by Order No. 2019-11-21-1, has heretofore enhanced its economic development efforts by establishing an economic development program (the *Economic Development Program*) and, in conjunction therewith, adopted policies and procedures therefor (a copy of which is attached hereto as Exhibit A and incorporated herein for all purposes); and

WHEREAS, the County hereby ratifies, confirms, and reaffirms its prior determination that the Economic Development Program promotes economic development within the County and its maintenance and preservation to be in the public's best interest; and

WHEREAS, Medina Revitalization Initiative, Inc. (the *Developer*) owns approximately 625.348 acres of real property located at southeast intersection of CR 381 and FM 471, all of which property is located within the County (the *Property*), which the Developer intends to develop or cause to be developed as a master-planned, single-family residential community; and

WHEREAS, the Developer intends to develop the Property for single-family residential uses, to include associated infrastructure and other public improvements (the *Project*); and

WHEREAS, the Developer has agreed, in exchange and as consideration for certain incentives from the County, to comply with certain terms and conditions regarding the Project's development, as more fully described in the Chapter 381 Agreement between the County and the Developer attached to and incorporated herein for all purposes as Exhibit B (the *Agreement*); and

WHEREAS, the Project shall be developed in accordance with the Agreement and its Exhibits, each as attached thereto and incorporated therein for all purposes;

WHEREAS, the County has determined that the Property's development pursuant to the Agreement will benefit the County by, among other things, expanding the County's property and sales tax, creating additional housing and commercial opportunities for County residents, and providing the County with a manner for acquiring and providing (or facilitating) additional and necessary public transportation infrastructure (including rights of way) that is more conducive to accommodate higher density development; and

WHEREAS, the County has determined that the financial incentives provided to the Developer pursuant to the Agreement (and more particularly defined therein as Grants) are made in accordance with and pursuant to the Economic Development Program; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS:

SECTION 1. Under and pursuant to the Economic Development Program, and as permitted by the provisions of Chapter 381, the Court hereby approves the Agreement in the form attached hereto as Exhibit B. The Court authorizes the County Judge to execute and enter into the Agreement on behalf of and as the act and deed of the County for all purposes.

SECTION 2. The County hereby creates and establishes, and authorizes the County Auditor, the County Treasurer, or such other County official or employee as may be designated by the County Judge (each, a *County Financial Official*), on behalf and as the act and deed of the County, to take such action as may be necessary to effectuate such creation and establishment with an authorized depository bank of the County, the Grant Proceeds Collection Account identified in the Agreement.

The foregoing Grant Proceeds Collection Account shall be maintained at a depository bank of the County for so long as required for the County's compliance with its obligations relative to such Account under the Agreement. Each County Financial Official is hereby authorized and directed to periodically deposit, in the amounts and at the times, to the applicable Grant Proceeds Collection Account established above from the specified County revenues, all as described in Agreement. To satisfy the County's obligations under the Agreement when and as due, the County Financial Official is hereby authorized and directed to make withdrawals from the Grant Proceeds Collection Account to pay Grants. Any requisite withdrawal from this Account shall be subject to and limited by the amount of money at such time held therein. For purposes of its paying requisite amounts under the Agreement, withdrawals from the Grant Proceeds Collection Account herein created may be made directly to the Developer or transferred to another account directed by the Developer.

SECTION 3. The Agreement describes the County's making Grants to the Developer contingent upon the Developer's performing its obligations thereunder. The County hereby finds and determines that its making Grants as described in the Agreement is consistent and compliant with the terms of the Economic Development Program and, in furtherance of such finding and determination, hereby makes Grants, as described and conditioned in the Agreement, in favor of the Developer pursuant to and under the Economic Development Program.

SECTION 4. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Agreement.

SECTION 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.

SECTION 6. All Orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.

SECTION 7. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Court hereby declares that this Order would have been enacted without such invalid provision.

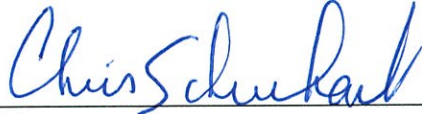
SECTION 9. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10. This Order shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED AND ADOPTED on the 6th day of May, 2021.

MEDINA COUNTY, TEXAS



County Judge

ATTEST:



County Clerk and Ex-Officio
Clerk of the Commissioners Court



(SEAL OF COMMISSIONERS COURT)

EXHIBIT A

MEDINA COUNTY, TEXAS
ECONOMIC DEVELOPMENT PROGRAM
UNDER TEXAS LOCAL GOVERNMENT CODE CHAPTER 381

**MEDINA COUNTY, TEXAS
ECONOMIC DEVELOPMENT PROGRAM
UNDER TEXAS LOCAL GOVERNMENT CODE CHAPTER 381**

The Commissioners Court (the *Court*) of Medina County, Texas (the *County*) is committed to the promotion of quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the County will give consideration to providing incentives as a stimulation for economic development and development with criteria and guidelines that are in excess of the criteria and guidelines otherwise required by applicable law in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines, procedures and criteria outlined herein (the *Economic Development Program*); provided, however, that nothing herein specified shall imply or suggest that the County is under obligation to provide any incentive to any applicant. All parties submitting applications pursuant hereto and compliant herewith shall be considered by the County on a case-by-case basis. This Economic Development Program is established for making loans and grants of public money and providing County personnel and services to promote local economic development and to stimulate business and commercial activity in the County under and pursuant to Chapter 381 of the Texas Local Government Code, as amended (*Chapter 381*).

**SECTION I
ECONOMIC INCENTIVES**

The economic incentives listed below are illustrative only. The County may offer a combination of some or all of the examples below based upon specific projects.

- (a) Sales tax reimbursement.
- (b) Property tax reimbursement.
- (c) Property tax abatement.
- (d) Waiver or rebate of permit, license, impact and other fees.
- (e) Loans.
- (f) Grants.

**SECTION II
APPLICATION PROCEDURE**

- (a) Who May Apply. Any present or potential owner or lessee of taxable property in the County (each, an *Applicant*) may submit an application (an *Application*), whether in writing or verbal (so long as, if verbal, the pertinent application provisions are memorialized in a hereinafter-defined Agreement), for economic incentives conforming to the requirements herein. Economic incentives, if granted, shall be memorialized in the form of a written agreement (an *Agreement*) entered

into between the County and the Applicant and minimally including provisions consistent with the requirements of this Economic Development Program.

- (b) Eligible Property. Economic incentives may be granted for the following property:
 - (1) new expanded or modernized buildings and structures, machinery and equipment, and site improvements;
 - (2) residential, commercial, industrial, and mixed use development with development restrictions that are more restrictive than would otherwise be required under applicable law;
 - (3) delivery of necessary or enhanced public infrastructure;
 - (4) other tangible items necessary to the operation and administration of the property or project; and
 - (5) all other real and tangible personal property permitted by Chapter 381.
- (c) Ineligible Property. The following type of property is explicitly ineligible for receipt of economic incentives:
 - (1) Tangible personal property located on the real property at any time before the period covered by the agreement providing for economic incentives; and
 - (2) Property that is owned or leased by a member of the Court.
- (d) Grant and Abatement Limits. Taxes on real property may be abated or be used as the source of grants only to the extent the property's value for a given year exceeds its value for the year in which the applicable Agreement is executed. Abatement or the source of payment of grants shall only be available for ad valorem taxes levied by the County for purposes other than payment of debt service on its indebtedness.
- (e) Application Provisions. Any Application shall minimally include the following information:
 - (1) information showing how the property or project meets the requirements of the criteria outlined in Section III of this Economic Development Program;
 - (2) a map and description of the property or project;
 - (3) a time schedule for completing the property or project;
 - (4) the estimated taxable value or range of values of the property or project; and
 - (5) Applicant's basic financial information that is sufficiently comprehensive to enable the Court's evaluation of the Applicant's financial capacity and

ability to accomplish the proposed project that is the subject of the Application.

- (f) Agreement Costs. If an Application is approved, the County costs of negotiating and entering into an Agreement are the responsibility of and shall be paid by the Applicant at the time the Applicant and the County enter into an Agreement.
- (g) Consideration of Application. An Applicant shall submit a completed Application to the Office of the County Judge, who shall present the application to the Court for its consideration. The Court, in its sole discretion, shall decide whether to approve or deny an Application.
- (h) Application Approval; Agreement Execution. If the Court determines that an Application has met the specifications of these Guidelines and Criteria and that endowment of economic incentives and entry into an Agreement is in the best interests of the County and its residents, the Court shall instruct County staff and consultants to commence negotiation of an Agreement for presentation to and consideration by the Court at a future meeting (which shall occur as expeditiously as practicable).

At the regular meeting of the Court may, by resolution or order, authorize the County's entering into an Agreement and direct the County to execute the presented and approved Agreement as the act and deed, on behalf of, and for the benefit of the County.

- (i) Denial of Application. If the Court denies or declines an Application, or finds the Application deficient of the requirements of this Economic Development Program or applicable law, it shall do so by vote at a regular meeting. A failure to receive motion or a second to any motion to consider a denial or decline of an Application shall serve as constructive action evidencing the Court's intent to deny or decline a presented Application.
- (j) Confidentiality. To the extent applicable by law, information that is provided to the County in connection with an Application or request for economic incentives under Chapter 381 and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which economic incentives are sought is confidential and not subject to public disclosure until execution of an Agreement.
- (k) Effect of Error or Variance with Application Procedure. Except where not allowed by applicable Texas law, the County may waive Application procedures or grant procedural variances to this Economic Development Program as deemed appropriate.

SECTION III
CRITERIA FOR AUTHORIZING ECONOMIC INCENTIVES

- (a) Minimum Requirements. To bestow economic incentives and enter into an Agreement, the Court must find by majority vote that the Applicant's property or project would promote local economic development and stimulate business and commercial activity in the County.
- (b) Criteria. In determining whether to bestow economic incentives and enter into an Agreement, the Court shall consider the following factors (among any others the Court deems appropriate in connection with its consideration of any Application):
 - (1) the current value of land and existing improvements, if any;
 - (2) the type, value, and purpose of proposed improvements, if any;
 - (3) the productive life of proposed improvements, if any;
 - (4) the impact of proposed improvements and any other proposed expenditures on existing jobs;
 - (5) the number and type of new jobs, if any, to be created by proposed improvements and expenditures;
 - (6) any costs to be incurred by the County, if any, to provide facilities or services directly resulting from the new improvements;
 - (7) the types and values of public improvements and infrastructure, if any, to be made by the Applicant;
 - (8) an estimate of the amount of ad valorem property taxes and sales and use taxes to be paid to the County after expiration of the proposed Agreement;
 - (9) the impact on the business opportunities of existing businesses and the attraction of new businesses to the area, if any;
 - (10) whether the Applicant's proposed facility or improvement or modernization is an industry which is new to the County; and
 - (11) the impact upon the County's infrastructure (including the use of County services).

SECTION IV
FORMAT FOR AGREEMENT

- (a) Required Provisions. If the Court makes findings consistent with the requirements and criteria of Section II herein, it may execute an Agreement with the Applicant. Any Agreement shall include at least the following provisions:

- (1) the kind, number and location of all proposed improvements of the property or project;
 - (2) provisions allowing for reasonable access to the property or project for initial and intermittent inspection purposes by County employees or designated representatives to ensure improvements are made in compliance with the agreement;
 - (3) provisions limiting the use of the property or project consistent with the general purpose of encouraging development or redevelopment of the area during the period of the abatement;
 - (4) provisions for recapturing property tax revenue lost, net of any payments in lieu of taxation actually paid by the owner, as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided in the Agreement;
 - (5) each term agreed to by the recipient of the economic incentives;
 - (6) if a tax abatement is bestowed, a requirement that the abatement recipient certify its compliance with the Agreement annually to each taxing unit that is party to the agreement;
 - (7) if a tax abatement is bestowed, a provision that the abatement shall only relate to ad valorem taxes levied for purposes other than payment of debt service on County indebtedness; and
 - (8) provisions allowing the County to cancel or modify the Agreement if the recipient fails to comply with the Agreement.
- (b) Optional Provisions. An Agreement may also contain any or all of the following items, in addition to any others deemed appropriate by the Court:
- (1) the estimated taxable value or range of values for which taxes are to be abated;
 - (2) the percent of value to be abated each year;
 - (3) the commencement and termination dates of the abatement;
 - (4) the proposed use of the property;
 - (5) a time schedule, map, and property description;
 - (6) contractual obligations in the event of default or violation of terms or conditions;

- (7) the size of investment and number of temporary and permanent jobs involved, if any; and
- (8) provisions for dispute resolution.
- (c) Duration and portion of abatement, if any. A tax abatement agreement granted by the Court shall be limited to the taxes generated within the subject development, up to, but not exceeding, any duration as permitted under applicable law and up to, but not exceeding, one hundred percent (100%) of County ad valorem property taxes levied for purposes other than payment of debt service on County indebtedness, and up to one hundred percent (100%) of County sales taxes imposed and collected within a proposed development. At any time before the expiration of an Agreement, the parties thereto may agree to modify such Agreement (in which case the same procedural prerequisites for original approval of the Agreement apply to modification of such Agreement)
- (d) Grants. The County is authorized to approve, as part of an Agreement, Grants to the extent and in the manner determined by the Court (as authorized by its approval of an Agreement that includes a grant component) to be in the best interests of the residents of the County and that is otherwise compliant with the provisions of this Economic Development Program.

SECTION V GENERAL PROVISIONS

- (a) This Economic Development Program in no way requires the County to enter into any specific Agreement. The County maintains the discretion to reject any Application as it deems appropriate.
- (b) The County intends to administer this Program through its personnel and consultants, but may contract with the federal government, the state, a political subdivision of the state, a nonprofit organization, or any other entity for the administration of a program as authorized by Chapter 381.
- (c) To the extent permitted by Chapter 381, the County may accept contributions, gifts, or other resources to develop and administer this Program.

SECTION VI SUNSET AND AMENDMENT OF GUIDELINES AND CRITERIA

These guidelines and criteria are effective upon the date of their adoption and will remain in force until the earlier to occur of their modification or the second anniversary of their adoption by the Court.

* * * *

EXHIBIT B
CHAPTER 381 AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND REVITALIZATION INITIATIVE, LLC

See Tab No. 9



VG-5-2021-2021006090

Medina County
Gina Champion
Medina County Clerk

Instrument Number: 2021006090

Real Property Recordings

Recorded On: June 07, 2021 11:17 AM

Number of Pages: 100

" Examined and Charged as Follows: "

Total Recording: \$418.00

***** 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: 2021006090
Receipt Number: 20210607000025
Recorded Date/Time: June 07, 2021 11:17 AM
User: Jeanie G
Station: ccindex1

Record and Return To:

BROWN AND ORTIZ PC



STATE OF TEXAS

Medina County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Medina County, Texas

Gina Champion
Medina County Clerk
Medina County, TX

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

**CHAPTER 381 AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND MEDINA REVITALIZATION INITIATIVE, LLC**

This Development Agreement (this “Agreement”) is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the “County”) and Medina Revitalization Initiative, LLC, a Texas limited liability company (including its successors, transfers, and assigns, the “Developer”), and is effective as of the Effective Date for the duration of the Term. The County and the Developer are individually referred to herein as a “Party” and, together, as the “Parties”.

RECITALS

WHEREAS, the Developer owns or controls approximately 667.479 acres of land generally located at the southeast intersection of County Road 381 and Farm to Market Road 471 (as more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by reference, the “District Property”), which the Developer intends to develop or cause to be developed as a master-planned, single-family residential community (the “Project”);

WHEREAS, as further identified in **Exhibit “A”** hereto, approximately 625.348 acres of the District Property are located within the boundaries of the County (such portion of the District Property, the “County District Property”); and

WHEREAS, the County District Property is located within the extraterritorial jurisdiction of the City of San Antonio, Texas (the “City”), as it exists as of the Effective Date; and

WHEREAS, the County District Property is not located in any other municipality’s corporate limits or extraterritorial jurisdiction; and

WHEREAS, the County and City have entered into that certain *Second Amended and Restated City-County Interlocal Agreement for Platting in ETJ of San Antonio*, dated and effective as of October 22, 2015 (a copy of which is attached hereto as **Exhibit “B”**, the “City-County Interlocal”), pursuant to and in accordance with Chapter 791, as amended, Texas Government Code and Chapter 242, as amended, Texas Local Government Code and under which aspects of development of the County District Property are subject; and

WHEREAS, the Developer, on November 19, 2020, submitted a petition (the “County Petition”) to the County concerning the creation of a fresh water supply district pursuant to Article XVI, Section 59 of the Texas Constitution and applicable provisions of the Texas Water Code

(including Chapters 49, 51, and 53 thereof) (the "District"), which District will ultimately encompass the entirety of the County District Property; and

WHEREAS, on November 19, 2020, the County Commissioners Court (the "Court") accepted the County Petition, determined the same to be administratively complete, and authorized the posting of notice of a public hearing concerning the County's consent to creation of the District; and

WHEREAS, the Developer has represented to the County that the cost of public infrastructure and improvements needed to develop the County District Property in the manner intended necessitates the creation of the District and the imposition and collection of an ad valorem tax for payment of maintenance and operations expenses and debt service on District evidences of indebtedness issued to finance the costs of capital expenditures that qualify as Public Improvements or Public Infrastructure; and

WHEREAS, with respect to the development of the County District Property, the Developer has requested that the County consent to the creation of the District and in exchange for the County's consent to the creation of the District, the Developer has agreed to: (i) heightened development standards, as herein specified, regarding development of the County District Property and (ii) to accept the duties and responsibilities related to the foregoing as herein specified; and

WHEREAS, the County has determined that development of the County District Property in accordance with the terms of this Agreement will benefit the County by, among other things, expanding County Road 381 of the County's roadway system, expanding the County's property tax base, creating additional housing for County residents, constructing Local Type B roadways and Collector roadways within the District, as shown on the Preliminary MDP attached hereto as **Exhibit "C"**, and further establishing standards for development within the County, facilitation of which advances legitimate County interests; and

WHEREAS, this Agreement is an agreement emanating from and entered into in furtherance of the Economic Development Program established by the Court in the Authorizing Order (defined herein); and

WHEREAS, the Court has found that development of the County District Property in compliance with this Agreement will serve a public purpose and benefit the economy of the County and is in the best interests of the residents of the County; and

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement for all purposes, the benefits described below, and mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, and agree as follows:

ARTICLE 1 DEFINED TERMS

1.01 Construction of Terms. All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or development industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

1.02 Definition of Certain Terms. The following terms used in this Agreement have the meaning ascribed hereto:

“Agreement” has the meaning ascribed thereto in the initial paragraph hereof.

“Applicable Law” means (i) all applicable common law and principles of equity and (ii) all applicable provisions of all (1) constitutions, statutes, rules, regulations and orders of all governmental and non-governmental bodies having jurisdiction over the County, the Developer of the County District Property, (2) Governing Regulations, and (3) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators. Whenever the Applicable Law of a particular jurisdiction is referred to in this Agreement, such reference shall be deemed to include the Applicable Law of all political subdivisions of such jurisdiction.

“Approved Plat” or “Approved Plats” means the final plat of a portion of the County District Property or final plats for portions of the County District Property that are approved, from time to time, by the City in accordance with the City-County Interlocal and the Governing Regulations.

“Article VI of Chapter 34” means Article VI, entitled *Water Quality Control and Pollution Prevention*, of Chapter 34 of the City’s Code of Ordinances, as the same shall be amended from time to time by the City Council of the City, and any succeeding ordinance, rule, or regulation thereto.

“Authorizing Order” means County Order No. 2019-11-21-1 adopted by the Court on November 21, 2019, which Order establishes the Economic Development Program and authorizes other matters necessary or incidental to the County’s entering into this Agreement, all in accordance with Chapter 381.

“Bankruptcy Event” means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Developer or of a substantial part of the assets of the Developer under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidate, custodian, sequestrator,

conservator or similar official for the Developer or a substantial part of the Developer's assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Developer shall (i) apply for consent to appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Developer or for a substantial part of the Developer's assets, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely manner, any proceeding or petition with respect to it described in (b)(i) of this definition, or (v) commence a voluntary proceeding under any insolvency or debtor relief law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency debtor relief law, or (i) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing clauses (i) through (v), inclusive, of this part (b), and, in any case referred to in the foregoing clauses (i) through (v), such action has not been cured within twenty (20) days thereafter.

"Change of Control" means with respect to the Developer, any direct or indirect change in the ownership or control of any legal, beneficial, or equitable interest in any or all of the shares or equity in the person (including the control over the exercise of voting rights conferred on equity share capital, unit interests, or equity interests or the control over the right to appoint or remove directors, a general partner, a managing member, or other manager), including changes arising from assignment or transfer of existing shares or equity, issuance of new shares or equity amalgamation, merger, consolidation, amendment of a limited liability certificate, or other reorganization, or any other direct or indirect change which results in a person or group of persons, other than the equity holder of the entity immediately prior to the change, directly or indirectly: (a) controlling the composition of the majority of the board of trustees of the entity or of a general partner or manager of the entity; (b) controlling the decisions made by or on behalf of the person, including by controlling the voting power of the board of trustees or by controlling the voting power of any class of shareholders or equity holders of any of the entity, a general partner of the entity, or a manager of the entity, or otherwise; (c) holding equity (either beneficially or otherwise) of that entity with a subscribed value (taking into account contributions to be made in the case of a limited liability company) of more than one half of the subscribed value (taking into account contributions to be made in the case of a limited liability company) or equity (either beneficially or otherwise) of that entity with more than one half of the voting rights; or (d) having the ability to direct or cause the direction of the management, actions, or policies of the entity.

"Chapter 42" means Chapter 42, as amended, Texas Local Government Code.

"Chapter 245" means Chapter 245, as amended, Texas Local Government Code.

"Chapter 381" means Chapter 381, as amended, Texas Local Government Code.

"Chapter 2258" means Chapter 2258, as amended, Texas Government Code.

"City" has the meaning ascribed thereto in the recitals hereof.

"City Council" means the City Council of the City, as its governing body.

"City-County Interlocal" has the meaning ascribed thereto in the recitals hereof.

"City ETJ" means, as determined under Chapter 42, the unincorporated area that is contiguous to the corporate boundaries of the City and that is located within five (5) miles of those boundaries.

"City ETJ Regulations" means all rules, regulations, and ordinances of the City and other Applicable Law in effect as of the Effective Date and that has application to the County District Property as a result of its inclusion within the City ETJ.

"Collector Street" has the meaning ascribed to the term "Street, collector" in Appendix A to the UDC, built in accordance with the provisions of Sections 35-501, 35-502, and 35-506, respectively, of the UDC.

"County" has the meaning ascribed thereto in the initial paragraph hereof.

"County Ad Valorem Taxes" means seventy percent (70%) of the County revenues derived from those annual ad valorem taxes thereby levied upon the County District Property Incremental Value for all purposes, other than payment of debt service (also known as the interest and sinking fund tax), during the Term and collected by the County through the Reimbursement Period.

"County District Property" has the meaning ascribed thereto in the recitals hereof.

"County Property Base Value" means the appraised value of the County District Property as of January 1, 2021.

"County District Property Incremental Value" means the appraised value of the County District Property as of January 1st of each year, beginning in 2022 and continuing for the duration of the Term, that is in excess of the County District Property Base Value.

"County Petition" has the meaning ascribed thereto in the recitals hereof.

"County Regulations" means County rules and regulations concerning subdivision and development of property located within the County and having application to parcels that are subject to the provisions of the City-County Interlocal, as specified and provided in the City-County Interlocal.

"Court" has the meaning ascribed thereto in the recitals hereof.

“Developer” has the meaning ascribed thereto in the initial paragraph hereof.

“District” has the meaning ascribed thereto in the recitals hereof.

“District Property” has the meaning ascribed thereto in the recitals hereof.

“Economic Development Program” means a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the County, as authorized by and in compliance with Article III, Section 52-a of the Texas Constitution and Section 381.004, as amended, Texas Local Government Code, as established by the Authorizing Order.

“Effective Date” means May 6, 2021.

“Force Majeure” means, and shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy (including domestic and foreign terrorism), orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery pipelines or canals, partial or entire failure of water necessary for operation of the sewer system, or of the District to receive waste, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within the control of either Party, which either Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the affected Party.

“Form 1295” has the meaning ascribed thereto in Section 9.03(l) hereof.

“Governing Regulations” has the meaning ascribed thereto in Section 3.01(c) hereof.

“Grant Installment Payment Date” means (i) June 1st of each year, commencing on June 1, 2022, and (ii) the last day of the Reimbursement Period.

“Grant Proceeds Collection Account” means the account identified and established in the County order authorizing the County’s execution of this Agreement.

“Grants” means grants made by the County pursuant to Article 5 of this Agreement.

"Indemnified Parties" has the meaning ascribed thereto in Article 8 hereof.

"Local Type B Street" has the meaning ascribed to the term "Street, local "Type B"" in Appendix A to the UDC, built in accordance with the provisions of Sections 35-510, 35-502, and 35-506, respectively, of the UDC.

"MDP" means a Master Development Plan applicable to the District Property, in substantially the form and based on the Preliminary MDP, that will be submitted and ultimately approved by the City and which will encompass the development of the County District Property.

"Military Lighting Rules" means Section 35-399.04 of the City's Code of Ordinances, as the same shall be amended from time to time by the City Council, and any succeeding ordinance, rule, or regulation thereto.

"MTP" means the City's Major Thoroughfare Plan, as the same shall be amended from time to time by the City Council, and any succeeding ordinance, rule, or regulation thereto.

"Party" or "Parties" has the meaning ascribed thereto in the initial paragraph hereof.

"Preliminary MDP" is the proposed plan of development for the Project, as depicted in **Exhibit "C"** attached hereto and incorporated herein for all purposes, that is referred to as the "Preliminary Master Development Plan" and which is subject to final approval by the City.

"Project" means the development of the County District Property, that is expected to encompass single-family development, associated parking and access roads/drives, Public Infrastructure, Public Improvements, and various public and/or private amenities (if private, available to residents of the homes that are a part of the Project), all as will be generally described in the Preliminary MDP.

"Public Improvements" means sidewalks, parks, open space, and other improvements located within the County District Property and that are accessible and to be enjoyed by the general public.

"Public Infrastructure" means the streets and roadway improvements, water, sewer, drainage (including stormwater drainage) and other public infrastructure necessary or incidental to serve the County District Property, as anticipated to be developed pursuant to the Preliminary MDP.

"Public Open Space" means the approximately one hundred and forty-three (143) acres of open space/park space within the County District Property and within and adjacent to the planned single-family residential developments, as reflected in the Preliminary MDP.

“Reimbursement Period” means the period of time during which the County collects County Ad Valorem Taxes that are subject to the County’s obligation to make, and the source of the County’s payment of Grants, during the Term and the remainder of the calendar year in which occurs the Termination Date occurs.

“Secondary Arterial: Type A” has the meaning ascribed thereto in the UDC, built in accordance with the provisions of Sections 35-501, 35-502, and 35-506, respectively, of the UDC, except that the minimum right-of-way shall be one hundred twenty feet (120’) in width.

“State” shall mean the State of Texas.

“Subdivision” has the meaning ascribed thereto in Appendix A to the UDC.

“Term” means the period of time beginning on the Effective Date and ending on the Termination Date.

“Termination Date” means the date that is the first to occur of (i) thirty (30) years after the Effective Date; (ii) the County District Property is annexed for full purpose by the City; and (iii) all the duties and obligations arising hereunder of each of the Parties hereto have been fully satisfied, the same having been acknowledged, in writing, by each Party, acting in favor of the other Party.

“Tree Ordinance” means the ordinance attached hereto as **Exhibit “D”** and incorporated herein by reference.

“TxDOT” means the Texas Department of Transportation.

“UDC” means the City’s Unified Development Code, as from time to time amended by the City Council.

ARTICLE 2 AUTHORITY AND TERM

2.01 Authority. The County enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State of Texas, including (particularly) Article III, Section 52-a of the Texas Constitution and Chapter 381, and the Authorizing Order. The Developer enters into this Agreement pursuant to its general corporate powers.

2.02 Term. This Agreement shall become effective and enforceable on the Effective Date and shall continue through the Termination Date. Notwithstanding anything to the contrary, this Agreement may be extended by mutual agreement of the Parties.

ARTICLE 3
PROJECT DEVELOPMENT, TIMING AND STANDARDS

3.01 Project Development.

(a) Generally. The Developer shall cause the development of the County District Property in accordance with the MDP, which will be subject to application of the other Governing Regulations.

(b) Project Commencement. Subject to its representations, warranties, and covenants made in Section 9.03 hereof, the timing and sequencing of Project development will be based on market demand and conditions and will be completed as and when Developer determines it to be economically feasible.

(c) Governing Regulations. Except as specifically provided in this Agreement, all County District Property development shall, to the extent not superseded by Applicable Law, be governed solely by the following regulations (together, the "Governing Regulations"):

- (i) this Agreement;
- (ii) the County Regulations;
- (iii) the MDP;
- (iv) the MTP;
- (v) the UDC;
- (vi) Article VI of Chapter 34, if applicable to the County District Property;
- (vii) the Tree Ordinance, if applicable to the County District Property;
- (viii) the Military Lighting Rules, if applicable to the County District Property;
- (ix) the Approved Plats;
- (x) the City-County Interlocal;
- (xi) the City ETJ Regulations;
- (xii) any orders, ordinances, and resolutions from time to time required by Applicable Law to be adopted by the Court, the City Council, or the

governing body of the District and having application to the development of the County District Property.

The Governing Regulations are exclusive, and no other ordinances, rules, regulations, standards, policies, orders, guidelines, or other County-adopted or County-enforced requirements of any kind apply to the development of the County District Property. Except as otherwise provided by the foregoing, if there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guideline, or other County-adopted or County-enforced requirement, whether existing on the Effective Date or hereafter adopted, then this Agreement shall control. If there is a conflict between any Approved Plat or Approved Plats and any of the other Governing Regulations, the Approved Plat or Approved Plats shall control.

(d) Vested Rights. Notwithstanding the foregoing, and to the extent not inconsistent with the provisions of this Agreement, Developer may exercise rights under Chapter 245. The Parties hereby agree that the Effective Date shall be the date for establishment of the Developer's rights under Chapter 245, pursuant to Section 245.002(a-1) of such Chapter. The Developer may not take advantage of any changes to laws, rules, regulations, or orders of the Court or other regulatory agency occurring after the Effective Date that are inconsistent with the terms of this Agreement without prior receipt of the County's consent (such consent not to be unreasonably withheld), which shall be reflected in the form of an amendment to this Agreement made in accordance with Section 10.05 hereof. For the avoidance of doubt, the foregoing restriction shall not prohibit Developer from taking advantage of prospective changes in laws, rules, regulations, or County regulations that do not otherwise conflict with the provisions of this Agreement.

(e) Dedication of Public Infrastructure and Public Improvements; Responsibility of Ownership. Public Infrastructure and Public Improvements within the County District Property shall be designed, developed, constructed, and financed by the Developer or the District and, upon completion, ownership of the same shall be dedicated to the District or the provider of utilities whose system such Public Infrastructure or Public Improvements shall become a part of upon such dedication. The Parties contemplate that upon acceptance of the dedication of Public Infrastructure and Public Improvements as hereinbefore described, such Public Infrastructure and Public Improvements shall be owned by, and the costs of operating and maintaining shall not be the responsibility of the Developer or the County but shall be the sole responsibility of, the District or utility provider, as applicable. With respect to dedications of Public Infrastructure or Public Improvements to the District, Developer's duty with respect to such dedication extends only to Public Infrastructure or Public Improvements actually constructed by Developer.

3.02 Plat Approval; Construction Inspection

(a) Approving Entity. Each Subdivision of the County District Property shall require approval of plats, in accordance with the UDC (except as otherwise specifically modified by the provisions of this Agreement), by the City pursuant to the provisions of the City-County Interlocal.

(b) Geotechnical Report. Developer will select a geotechnical engineer to prepare a geotechnical report of the County District Property being platted and Developer shall design, or cause to be designed, plats for the relevant portion of the County District Property in accordance with the recommendations of such geotechnical report and the City's UDC (except to the extent compliance with the provisions of the UDC are otherwise modified pursuant to the terms of this Agreement (such as, by way of example but not limitation, the requirement set forth in Section 3.03(h)(vi) hereof requiring thirty feet (30') of minimum street pavement and sixty feet (60') of cul-de-sac pavement)). Upon completion of the preparation of such plat(s) as set forth above, Developer will then submit the proposed plat to the County for its review and acknowledgement that the plat has been designed to meet the applicable requirements set forth in these provisions. For any plat submitted for its review the County will have no more than thirty (30) days to complete its review and issue its determination, that either (a) the plat meets the requirements of this provision, or (b) the plat does not meet the requirements of this provision and specifically enumerating all alleged deficiencies. Upon the earlier to occur of (a) the issuance of the County's determination or (b) upon expiration of the thirty (30) day timeframe for such determination, in the event the County fails to issue such determination within such thirty (30) day period, Developer may then submit the subject plat to the City and proceed through the normal City plat approval process as per the City-County Interlocal and Section 3.02(a) hereof. At the time of submission of any plat for review by the Developer to the County, and pursuant to a mutually agreed-upon fee schedule between the Parties, Developer shall pay, in addition to any other plat review fee based on a schedule theretofore approved by the Court and generally applicable to other developments within the County, the County's costs for such review; provided, however that in no event shall such additional review fees exceed \$3,000.00 US dollars per plat submission.

3.03 County District Property Development.

(a) Application of the Governing Regulations. Notwithstanding the independent application thereof, development of the County District Property shall be accomplished in accordance with the provisions of the Governing Regulations. The Parties hereby agree to comply with the provisions of each of the Governing Regulations with respect to the development of the County District Property.

(b) Financial Assurance. Pursuant to the City-County Interlocal, and with respect to an Approved Plat or Approved Plats concerning County District Property development, for assurance of proper completion of Public Infrastructure and Public Improvements, in order to release for recordation an Approved Plat or Approved Plats prior to construction, the Developer shall deliver, or cause to be delivered, a corporate surety bond, irrevocable letter of credit, or some other acceptable assurance of financial performance, in an amount approved by the City (the "Financial Assurance"). The template requirements for any Financial Assurance shall be as specified in the UDC and made payable to the City.

Each Financial Assurance shall specify that the (1) owner or owners of the tract of County District Property that is subject to the Approved Plat or Approved Plats will construct the Public

Infrastructure and Public Improvements within three (3) years of plat approval (or any extension of time permitted under the UDC or because of Force Majeure) and (2) Financial Assurance shall not be reduced in amount or released until approval of such reduction or release has been obtained pursuant to the UDC or the subject Public Improvements and Public Infrastructure is completed, approved by the City, and accepted by the District.

(c) County Inspection. Notwithstanding the obligations of the City to assure construction of Public Infrastructure and Public Improvements in accordance with the provisions of the Governing Regulations, County inspectors shall have access to Public Infrastructure and Public Improvement construction sites. If County inspectors determine that development and construction of the Public Infrastructure and Public Improvements are not occurring in accordance with the requirements of this Agreement, the County shall provide written notice to the Developer specifying which Public Infrastructure and Public Improvements, have not been constructed in accordance with the requirements of this Agreement, the remedial action(s) required to bring such deficiencies in conformance with this Agreement, and Developer shall thereafter undertake and thereafter diligently pursue such remedial or corrective action(s).

(d) Average Single-Family Lot Size. No single-family residential lot size within the County District Property shall be smaller than six-thousand (6,000) square feet in net area (on a metes and bounds basis and as indicated in each Approved Plat). Additionally, the average gross square footage of all single-family residential lots shall not be less than 8,000 square feet (calculated on the basis of (1) the Project's average lot size on a net lot area basis plus (2) Public Open Space allocated to each single-family residential lot on a relative square footage, pro rata basis). Conformance with this requirement shall be evidenced in each Approved Plat.

Of the anticipated single-family residential lots within the County District Property, it is anticipated that all such residential lots shall be approximately six-thousand (6,000) square feet in net area, consisting (typically) of residential lots measuring fifty feet (50') in frontage width at the front building set back and one hundred twenty feet (120') in depth from the curb, each of the foregoing dimensions subject to variable width and area due to street layout, cul-de-sac locations, and other planning needs. The projected lot sizes are approximations, though the minimum requirements specified in the first paragraph of this Section 3.03(d) are not approximations and provide actual limitations on minimum lot sizes.

(e) Thoroughfares. The Developer shall cause to be constructed any major thoroughfare shown on the MTP and crossing any portion of the County District Property. Any such major thoroughfare may be constructed in conjunction with the development of the property adjacent and appurtenant thereto. Also, and subject to alignment changes, the Developer shall design/construct, or cause the design/construction of, any Collector Rights-of-Way in their general location and configuration as shown on the Preliminary MDP (though the Developer reserves the right to re-configure, or cause the reconfiguration of, any Collector Rights-of-Way alignments as required to develop the County District Property in accordance with the Preliminary MDP).

(f) Pedestrian Facilities. All major thoroughfares, Collector Rights of Way, and arterial streets within the County District Property are to be designed/constructed with pedestrian facilities (e.g. bike lanes, multi-use paths, large-width sidewalks) in accordance with the requirements of the UDC.

(g) Connectivity. Single-family subdivisions, with more than one hundred twenty-five (125) lots, developed within the County District Property, are to be developed with a connectivity of not more than 1.2 (meaning the ratio of links (straight sections of roadway) to nodes (intersections and cul-de-sacs) cannot exceed 1.2).

(h) Project Standards. Developer shall develop a single-family residential community on the County District Property. Attributes to be included within the Project and overall community to be developed upon the County District Property are as follows:

(i) Approximately one hundred forty-three (143) acres of open space, parks, and/or amenity centers;

(ii) Enhanced community entryways and monumentation;

(iii) Enhanced fencing and landscape on thoroughfare types of Collector Streets, Second Arterial, Type A, and any other major arterial identified in the MTP;

(iv) Community Declaration, Covenants, and Restrictions that enforce compliance with landscape maintenance standards and that prohibit unsightly vehicles on residential lots and on-street parking during school bus pick-up and drop off;

(v) No single-family residential lot within the County District Property will be sold to a homebuilder for less than \$1,200 US dollars per linear foot of front building set back. In addition, the average total sales price for all newly built single-family homes within the County District Property will be no less than \$290,000 US dollars, but in no event shall any newly built single-family home within the County District Property have a total sales price of less than \$275,000 US dollars. The "average" shall be calculated on an annual (calendar year) basis and shall only apply to new home sales (i.e. no factoring of resales).

(vi) Notwithstanding any provision contained in this Agreement to the contrary, which may allow for less stringent standards for the construction of public streets, no public street in a residential subdivision within the County District Property shall be constructed by the Developer with less than thirty feet (30') of pavement width and sixty feet (60') of cul-de-sac pavement, respectively.

(i) Water and Wastewater Service. Retail, potable water service shall be provided to the County District Property by the Yancey Water Supply Corporation and the City, acting by and through the San Antonio Water System. Retail wastewater and sewer service shall be provided to the County District Property by the City, acting by and through the San Antonio Water System.

3.04 Fees and Charges.

(a) Review Fees. Developer shall be responsible for any and all fees and expenses associated with enforcement and application of the Governing Regulations.

(b) County Costs for Negotiating this Agreement. Developer and County have entered into a Professional Expenses Agreement which memorializes the Parties intent regarding the Developer's agreement to pay directly or reimburse the County for fees and expenses for negotiation of this Agreement, attached hereto as **Exhibit "E"**.

ARTICLE 4 AGREEMENT FOR RIGHT OF WAY DEDICATION

Right of Way Dedication. Developer shall dedicate, or cause to be dedicated, to the County, twenty feet (20') of right of way ("ROW") from any portion of the County District Property immediately adjacent to County Road 381. Developer's dedication of ROW does not in any way infer or impart upon Developer any affirmative obligation to construct any roadway improvements within said ROW and the parties hereto affirmatively agree no such obligation exists pursuant to the terms of this Agreement.

ARTICLE 5 CHAPTER 381 GRANT

5.01 Generally. The County has determined that the development of the County District Property in the manner herein provided will result in County population increase, increased County property tax revenue, increased County sales and use tax revenue, and heightened County development standards, which (together) are intended to provide a catalyst to the economy of the County in numerous ways. In addition, the County finds that the Developer's agreement to provide thirty feet (30') minimum of street pavement width and sixty feet (60') of cul-de-sac pavement (as opposed to the otherwise applicable minimum pavement widths under the otherwise applicable City UDC) and the twenty feet (20') of ROW being dedicated along County Road 381, all as set forth herein, will assist in the orderly development of the County District Property and the general vicinity of the County in which the County District Property is located. In exchange for delivery of these benefits and increased development standards, the County agrees to provide Developer with the economic development incentives as outlined below.

5.02 Grants. In exchange for Developer's satisfaction of its duties and obligations hereunder, the County shall grant, convey and deliver to Developer, at the times, in the amounts, subject to the limitations, and otherwise in accordance with the terms hereafter provided, financial incentives, in an amount equal to the Maximum Disbursement Amount, in the form of the Grants. The Grants are made, granted, conveyed, and delivered to Developer pursuant to and in furtherance of the Economic Development Program established in the Authorizing Order.

Grants shall be funded by the County solely from, and subject to the availability of, the County Ad Valorem Taxes in amounts sufficient to fund any Grant (being the amounts at such time on deposit in the hereafter-described Grant Proceeds Collection Account), and from no other source of County funds or revenues. The County makes no representations or warranties as to the sufficiency or availability of County Ad Valorem Taxes to fund the Grants and because this County payment obligation is so limited as to source and amount as heretofore described, Developer and County agree that the County's obligation to pay Grants to Developer does not result in the creation of a County debt as prohibited by the state constitution. No lien is granted, nor does Developer

possess any right of access, priority, or preference to the County Ad Valorem Taxes or amounts from time to time on deposit and held in the Grant Proceeds Collections Account.

As stated above, Grants shall only be paid to Developer subject to the availability of County Ad Valorem Taxes to fund the Grants from amounts at such time on deposit in the Grant Proceeds Collection Account.

5.03 Grant Proceeds Collection Account. In the County order authorizing its execution of this Agreement, the County has established the Grant Proceeds Collection Account. As required by such County order, the County shall, beginning in the 2022 tax year, deposit to the Grant Proceeds Collection Account, as received, and segregate from all other funds of or held by the County, the County Ad Valorem Taxes and shall continue to deposit to the Grant Proceeds Collection Account in each subsequent year through and including the year in which occurs the Termination Date all County Ad Valorem Taxes until such time that the aggregate amount of all deposits of County Ad Valorem Taxes to the Grant Proceeds Collection Account equals SIX HUNDRED FIFTY-THOUSAND AND NO/DOLLARS (\$650,000) (the “Maximum Disbursement Amount”) and such amount is disbursed to Developer as set forth herein.

Amounts on deposit in the Grant Proceeds Collection Account shall be disbursed in accordance with the provisions of Section 5.04 hereof. Any of such amounts on deposit in the Grants Proceeds Collection Account (i) at the time of expiration of the Reimbursement Period or (ii) that exceed the Maximum Disbursement Amount shall be transferred to the County for further deposit to its General Fund.

5.04 Payment of Grants; Grant Installment Payment Dates. Grants shall be funded in installments (each, a “Grant Installment”) on each Grant Installment Payment Date solely from and to the extent of availability of funds on deposit in the Grant Proceeds Collection Account. Each Grant Installment shall be equal to the amount of funds at such time on deposit in the Grant Proceeds Collection Account. The County shall make Grant Installment payments on each Grant Installment Payment Date by withdrawing from the Grant Proceeds Collections Account an amount of money as heretofore described and delivering such sum to Developer, by check, to the address identified in Section 7.05 hereof.

ARTICLE 6

ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

6.01 Assignment of Developer Rights. Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the County District Property or a part of the County District Property but not to the purchaser of one individual residential lot within the County District Property. In the event Developer assigns all of its respective rights and obligations under this Agreement in conjunction with the conveyance of any un-platted or platted portion of the County District Property, a written assignment of said rights must be filed of record in the Official Public Records of the County in order to be effective.

Notwithstanding Developer’s assignment rights as set forth above, because County’s entering into this Agreement with Developer is conditioned, in part, on Developer’s demonstrated skill, expertise, and financial resources with respect to the development of projects similar to the

Project, demonstrating its ability to satisfy its obligations arising under this Agreement, any assignment by Developer of its obligations hereunder shall be subject to the County's approval, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, an assignment by Developer to any Developer-affiliated entity, or to the District, does not require approval by the County. In connection with any request for approval of an assignment, Developer shall provide to the County evidence of the assignee's similar experience, resources, and financial resources that are demonstrative of such assignee's ability to complete Project development in a manner at least equal to those of Developer. The foregoing provisions shall apply, as well, to any assignment effectuated by actual or proposed Change of Control. Notwithstanding the foregoing, however, Developer shall not be required to obtain County's consent to any conveyance of the County District Property, or any portion thereof, to the extent Developer agrees to remain jointly liable (with such grantee) for its obligations under this Agreement related to that portion of the County District Property so conveyed.

6.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the County District Property shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

6.03 Agreement Binding on Assigns. In the event of an assignment of this Agreement, Developer shall be released from any obligations of this Agreement, provided the successors or assigns agree in writing to all terms and conditions of this Agreement. Any reference to Developer, County, or Parties shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 7 DEFAULT AND NOTICE

7.01 Party Defaults. Subject to Section 7.02 below, the following shall result in "Default" of this Agreement:

- (a) Developer assigns its interest in this Agreement or any portion thereof, or causes or permits a Change of Control to occur, in violation of Section 6.01;
- (b) the continued development of the then-undeveloped portion of the County District Property by Developer, in the manner contemplated by this Agreement, shall have been rendered impracticable or impossible because of any material misrepresentation or breach of warranty or covenant of Developer contained herein, as so made on the Effective Date;
- (c) failure by Developer or County to perform or observe any other material terms, covenants, conditions, agreements, and provisions of this Agreement;
- (d) the initiation of any proceeding whereupon the County District Property, or any portion thereof or this Agreement is levied upon or attached if such proceeding is not vacated, discharged or bonded within sixty (60) days after the date of such levy or attachment; or
- (e) a Bankruptcy Event shall have occurred.

7.02 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least sixty (60) calendar days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the sixty (60) calendar day period, the commencement of the cure within the sixty (60) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period provided that the defaulting party shall provide the non-defaulting party a commercially reasonable written timeline for removing or curing such alleged default. Notwithstanding the foregoing, the occurrence of a Bankruptcy Event shall result in immediate default hereunder without opportunity to cure.

7.03 Enforcement. The Parties may enforce this Agreement by any proceeding at law or in equity. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. The Parties agree that monetary damages are not a sufficient remedy for a default of this Agreement. As a remedy for default, the non-defaulting Party shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages. In addition to the foregoing, a remedy to each Party for the other's default hereunder, after compliance with Section 7.02 hereof, shall be termination of this Agreement.

7.04 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the County intend 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. The County's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the Court and shall be covered by Article 9 hereof, as applicable. 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 the Project or the County's processing or issuance of any approvals for the Project or Project development, unless otherwise required by a court of competent jurisdiction.

7.05 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to County or Developer, as the case may be, at the address stated below.

Any notice mailed to the County shall be addressed:

Medina County
Attn.: County Judge
1893 Jail Building
1502 Avenue K, Room 201
Hondo, Texas 78861

With a copy to:

Clay Binford
McCall, Parkhurst & Horton L.L.P.
112 E. Pecan, Ste. 1310
San Antonio, Texas 78205

Any notice mailed to the Developer shall be addressed:

Medina Revitalization Initiative, LLC
Attn: Gordon V. Hartman
1202 W. Bitters, Bldg. 1, Suite 1200
San Antonio, Texas 78216

With a copy to:

Brown & Ortiz, P.C.
Attn: Daniel Ortiz
112 E. Pecan, Ste. 1360
San Antonio, Texas 78205

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE 8 CERTIFICATE OF COMPLIANCE

Within thirty (30) calendar days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

- (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; and
- (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default.

ARTICLE 9 REPRESENTATIONS, WARRANTIES, AND COVENANTS

9.01 Mutual Representations, Warranties and Covenants of the Parties. The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Project's development. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

9.02 County Representations, Warranties and Covenants.

(a) The County recognizes this Agreement as a development agreement under Chapter 381.

(b) The County has, pursuant to the Authorizing Order, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the County, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

(c) County, pursuant to this Agreement and Developer's agreement to institute heightened development standards as more specifically referenced in Section 3.03 of this Agreement, hereby acknowledges its consent to the creation of the District on the County District Property.

(d) To the extent (but only to the extent) its obligations are not uncertain or in dispute, the County is not entitled to claim immunity on the grounds of sovereignty from (i) relief by writ of mandamus to perform its obligations hereunder or (ii) enforcement by writ of mandamus of its payment obligations with respect to amounts due to Developer pursuant to the terms of this Agreement.

9.03 Developer Representations, Warranties and Covenants.

(a) The Developer hereby warrants and covenants to the County that any prospective lien, mortgage, or encumbrance on any portion of the County District Property shall be subordinated to the dedication of mortgage, or encumbrance, so that such lien, mortgage, or encumbrance does not affect title to the Public Infrastructure and Public Improvements in the event of a foreclosure or enforcement of lender's rights.

(b) Developer shall provide, or cause to be provided, all materials, labor, and services for completing the Public Infrastructure and Public Improvements, which materials, labor, and services shall be of adequate quality when graded against industry standards.

(c) Developer agrees to obtain or cause to be obtained all necessary permits and approvals required by any Governing Regulation from the County and/or all other governmental entities having jurisdiction or regulatory authority over the construction, installation, operation, or maintenance of improvements within the County District Property and, with respect thereto, pay or cause to be paid all applicable permit, or similar, license fees.

(d) Developer acknowledges and agrees that, pursuant to State law, Developer is required to make information regarding its contractual relationships regarding construction or acquisition of Public Infrastructure and Public Improvements generally available as public records and, with respect thereto, Developer acknowledges and agrees that any information provided by Developer to the County with respect to the Public Infrastructure and Public Improvements, this Agreement, and any work performed by Developer, a contractor, or a subcontractor for any Public Infrastructure and Public Improvements (including pricing and payment information) may be subject to public disclosure by the County pursuant to Applicable Law.

(e) Developer shall use good faith, commercially reasonable efforts to obtain the best price (taking into account the reputation of relevant contractors and vendors and all other reasonable factors) and quality of goods and services (including from Developer affiliates) in connection with the development, construction, financing and acquisition of any Public Infrastructure and Public Improvements.

(f) Developer shall supervise the construction of the Project and cause the construction to be performed in accordance with the Governing Regulations.

(g) Development services that are performed by the Developer hereunder shall be enforced in compliance with the Governing Regulations.

(h) All personnel supplied or used by Developer in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of the Developer and shall not be considered employees, agents or subcontractors of the County for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such personnel.

(i) Developer acknowledges and agrees that it is subject as an employer to all applicable unemployment compensation statutes and agrees to indemnify and hold harmless the County from any and all responsibilities thereunder toward employees of Developer.

(j) As and to the extent applicable, Developer shall comply with all regulations concerning employment of labor required by law (including, but not limited to, Chapter 2258 requiring the Developer to pay prevailing wages to workers, which shall be determined using the wage scales from time to time published online by Wage Determinations online at www.wdol.gov/wdol/scafiles/davisbacon/tx.html). The reference to this source of prevailing wages is not a warranty, guaranty or other representation by the County that adequate numbers of skilled or unskilled workers are actually available in the local market to perform the required services or that workers may be hired for the wages identified in the such prevailing wage schedule.

(k) Developer hereby represents, warrants, and covenants for the benefit of the County:

- (i) Developer is a limited liability company, duly organized, validly existing, and authorized to conduct business under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated;
- (ii) Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer;
- (iii) this Agreement is a valid and enforceable obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting

the enforcement of creditors' rights in general and by general principles of equity;

- (iv) Developer will diligently follow all procedures set forth in this Agreement with respect to its request for payment of Grant Installments;
- (v) Developer understands the duties, limitations, and responsibilities imposed upon the County under the applicable State law having application to matters that are the subject of this Agreement, including its making of the Grants; and
- (vi) Developer has sufficient knowledge, experience, and financial resources to perform its obligations under this Agreement in accordance with all duties, obligations, regulations, Governing Regulation requirements, and other Applicable Law affecting or required to perform the development work with respect to the Project and, in this regard, the Developer shall bid, procure, supervise, manage, perform, and from time to time provide information relating to such development work regarding Project development in compliance with all duties, obligations, regulations, code and legal requirements arising under any Governing Regulation with jurisdiction over the subject development work and the Project.

(l) Developer has delivered, unless exempted under State law, the Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the County and Developer. Developer and the County understand that none of the County or any County representative, consultant, or advisor have the ability to verify the information included in Form 1295, and none of the County or any County employee, official consultant, or advisor have an obligation, nor have undertaken any responsibility, for advising Developer with respect to the proper completion of Form 1295 other than providing the identification numbers required for the completion of Form 1295.

(m) Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

(n) Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and

maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law and excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

ARTICLE 10 INDEMNIFICATION

DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE COURT, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE DEVELOPER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IN THE EVENT THE DEVELOPER AND AN INDEMNIFIED PARTY ARE FOUND JOINTLY LIABLE, BECAUSE OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW AS TO SAID CLAIMANTS. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT

ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL IMMEDIATELY ADVISE THE COUNTY, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST DEVELOPER OR AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO THE DEVELOPER, RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT.

In addition to the indemnification provided above, Developer shall also require each of its general contractors working on the Project to indemnify each Indemnified Party from and against any and all claims, losses, damages, causes of actions, suits and liabilities arising out of their actions related to the performance of this Agreement, utilizing (in its entirety) the same indemnification language contained herein.

ARTICLE 11 MISCELLANEOUS

11.01 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

11.02 Entire Agreement; Parties in Interest. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

11.03 Recordation. A copy of this Agreement will be recorded in the Official Public Records of the County by the County.

11.04 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in the County. Notwithstanding the foregoing, the parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation, or to alternative dispute resolution proceedings, before litigation is filed in court.

11.05 Termination or Amendment by Agreement. In addition to termination due to default as contemplated in Article 6 of this Agreement, this Agreement may be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

11.06 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

11.07 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

11.08 No Personal Liability. None of the members of the Court, nor any officer, agent, or employee of the County, shall be charged personally by Developer with any liability, or be held liable to Developer under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

11.09 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

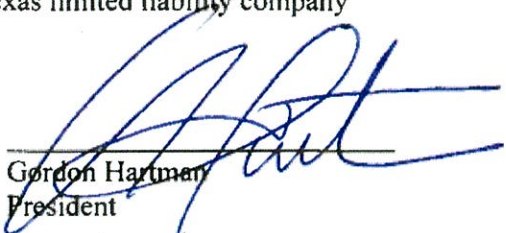
11.10 Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

11.11 Electronic Means. Each of the Parties hereto agrees that the transaction that is the subject of this Agreement may be conducted by electronic means. Each Party agrees, and acknowledges that it is such Party's intent, that if such Party signs this Agreement using an electronic signature, it is signing, adopting, and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having place its handwritten signature on this Agreement on paper. Each Party acknowledges that it is being provided with an electronic or paper copy of this Agreement in a usable format.

The Parties agree that the transaction described herein may be conducted and related documents may be sorted by electronic means. Copies, telecopies, facsimilies, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

DEVELOPER:

Medina Revitalization Initiative, LLC
a Texas limited liability company

By: 
Gordon Hartman
President

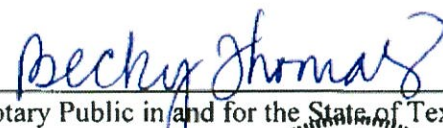
Date: 6/3/2021

THE STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on June 3, 2021,
by Gordon Hartman, President of Medina Revitalization Initiative, LLC, a Texas limited liability
company.


Notary Public in and for the State of Texas



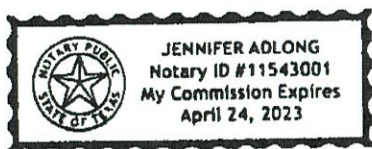
MEDINA COUNTY, TEXAS

By: Chris Schuchart
Hon. Chris Schuchart, County Judge

Date: May 6, 2021

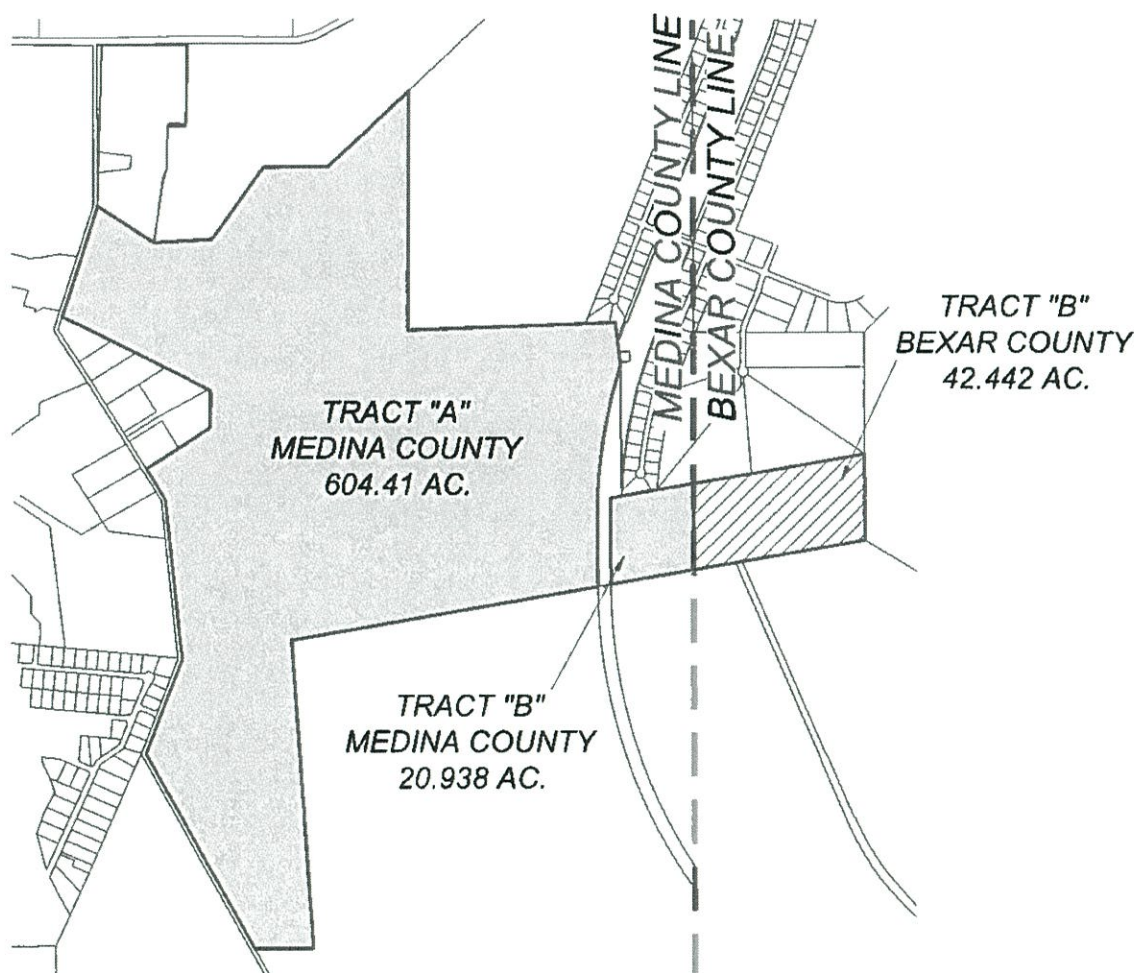
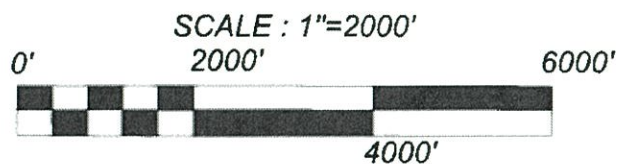
THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

This instrument was acknowledged before me on May 6, 2021,
by Hon. Chris Schuchart, County Judge of Medina County, Texas.



Jennifer A. Adlong
Notary Public in and for the State of Texas

EXHIBIT A
FIELD NOTES AND SURVEY OF THE DISTRICT PROPERTY



Date: Feb 23, 2023 1:37pm User ID: prokura



GALLAGHER TRACT
SURVEY EXHIBIT

REVISIONS	ISSUE DATE	SHEET: 1 OF 1
JOB NO. 205-48-01		
DATE	FEBRUARY, 2021	DESIGNER
DRAWN	JA	CHECKED
		CL

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.



**DESCRIPTION FOR 'TRACT A'
604.41 ACRES**

A 604.41 acres being comprised of a 504.75 acres tract of land partially situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County Texas, and partially situate in the Daniel Shipman Survey No. 31, Abstract No. 835, Medina County, Texas, and partially situate in the Beriana Sandoval Survey No. 40, Abstract No. 840, Medina County, Texas, said 604.41 acres being out of the Gallagher Concourse, LP, called 578.001 acre tract, recorded in Volume 630, Page 47, Official Records, Medina County, Texas (O.R.M.), and a 99.66 acres tract of land situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County, Texas, said 99.661 acres being the same D-W 381 Partners LLC called 99.657 acre tract, recorded in Document No. 2018008085, Public Records, Medina County, Texas (P.R.M.), said 604.41 acres being more fully described by metes and bounds as follows:

BEGINNING AT A found 1/2" iron rod with plastic cap stamped "GIBBONS" for the southwestern corner of said 504.75 acre tract, the northwestern corner of said 99.66, on the eastern Right-of-Way (ROW) of County Road (CR) 381;

THENCE, N06°00'35"W, along a westerly boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **1,801.40 feet** to found 1/2" iron rod plastic cap stamped "GIBBONS" for an interior corner of this tract and said 578.001 acre tract, an angle point of said CR 381;

THENCE, N32°16'06"W, continuing along a westerly boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **404.15 feet** to a found 1/2" iron rod with no identification for a western corner of this tract and said 578.001 acre tract, the southwest corner of the Rio Medina Acres Subd., recorded in Volume 7, Page 252, Record of Plats, Medina County, Texas, (R.P.M.);

THENCE, N57°40'54"E, along a northwestern boundary of this tract and said 578.001 acre tract, the southeastern boundary of said Rio Medina Acres Subd., a distance of **861.38 feet** to a found 1/2" with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said Rio Medina Acres Subd.;

THENCE, N00°13'42"E, along a western boundary of this tract and said 578.001 acre tract, the eastern boundary of said Rio Medina Acres Subd., a distance of **419.49 feet** to a found 1/2" rebar with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said Rio Medina Acres Subd.;

THENCE, N63°42'14"W, along a southwestern boundary of this tract and said 578.001 acre tract, the northeastern boundary of said Rio Medina Acres Subd., a distance of **1,860.84 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" (KFW), for a western corner of this tract and said 578.001 acre tract, the northern corner of said Rio Medina Acres Subd., on the eastern ROW of CR 381;

THENCE, N17°09'34"E, along a western boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **1,299.37 feet** to a found $\frac{1}{2}$ " iron rod with no identification for the northwestern corner of this tract and said 578.001 acre tract, the southwestern corner of the Ronald Biediger remainder of 39 acre tract, recorded in Document No. 2015008642, P.R.M.;

THENCE, S57°20'13"E, along a northeastern boundary of this tract and said 578.001 acre tract, the southwestern boundary of said remainder of 39 acre tract, a distance of **755.83 feet** to a found $\frac{1}{2}$ " iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, the southeast corner of said remainder of 39 acre tract, the southwest corner of the Theresa Stein Life Estate, Gary W. Stein called 181.6669 acre tract, recorded in Volume 2, Page 181, Official Public Records, Medina County, Texas (O.P.R.M.) and Volume 112, Page 668, O.P.R.M. ;

THENCE, along the northern boundary of this tract and said 578.001 acre tract, the southern boundary of said 181.6669 acre tract, the 4 following courses and distances:

1. **N86°43'38"E**, a distance of **669.33 feet** to a found $\frac{1}{2}$ " iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said 181.6669 acre tract;
2. **N35°53'06"E**, a distance of **999.82 feet** to a found $\frac{1}{2}$ " iron rod with no identification for an exterior corner of this tract and said 578.001 acre tract, an interior corner of said 181.6669 acre tract;
3. **N89°25'13"E**, a distance of **721.27 feet** to a to a found $\frac{1}{2}$ " iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said 181.6669 acre tract;
4. **N46°53'00"E**, a distance of **1,239.00 feet** to a to a found $\frac{1}{2}$ " iron pipe with no identification for the northern most corner of this tract and said 578.001 acre tract, a northwestern corner of the Talley-Ho 220 Venture LTD called 216.839 acre tract, recorded in Volume 538, Page 416 O.P.R.M.;

THENCE, S00°08'50"W, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 216.839 acre tract, a distance of **2,678.09 feet** to fence post for an interior corner of this tract and said 578.001 acre tract, the southwest corner of said 216.839 acre tract

THENCE, N87°59'55"E, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said 216.839 acre tract, a distance of **1,992.17 feet** to a found 1/2" rebar with no identification for an angle point of this tract, the southeastern corner of said 216.839 acre tract, the southwestern corner of the Legend Oaks Unit 2 subdivision, recorded in Volume 8, Page 9, P.R.;

THENCE, N87°38'06"E, along a northern boundary of this tract and said 578.001 acre tract, a southern boundary of said Legend Oaks Unit 2 Subdivision, a distance of **338.89 feet** to a found 1/2" rebar with no identification for the northeastern corner of this tract and said 578.001 acre tract, an interior corner said Legend Oaks Unit 2 subdivision;

THENCE, S07°02'47"E, along an eastern boundary of this tract and said 578.001 acre tract, a western boundary of said Legend Oaks Unit 2 subdivision, a western boundary of Parcel 12A, Part 1, State of Texas 15.019 acre tract recorded in Document No. 2018005391, P.R.M., a distance of **339.15 feet** to a found TxDOT monument for an angle point of this tract, a western corner of said 15.019 acre tract, the northwestern corner of Parcel 11A, Part 2, State of Texas, called 0.287 acre tract recorded in Documents No. 2018005289, P.R.M.;

THENCE, S07°06'40"E, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 0.287 a distance of **111.77 feet** to a found TxDOT monument for an angle point of this tract, the southwestern corner of said 0.287 acre tract, a western corner of said 15.019 acre tract;

THENCE, S00°27'54"E, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 15.019 acre tract, a distance of **44.11 feet** to a found TXDOT monument for an eastern corner of this tract, the northern corner of Parcel 11A, Part 1, State of Texas, 8.988 acre tract, recorded in Document No. 2018005289, P.R.M.;

THENCE, along an eastern boundary of this tract, through the interior of said 578.001 acre tract, the western boundary of said 8.988 acre tract, the 2 following courses and distances:

1. a distance of **1,786.38 feet** along a curve to the left having a radius of **5,804.58 feet**, a central angle of **17°37'59"**, and a chord bearing and distance of **S08°15'47"W, 1,779.34 feet** to a set KFW at the end of this curve;
2. **S00°33'13"E**, a distance of **708.62 feet** to a found 1/2" rebar with cap stamped "PAPE DAWSON" for the southeastern corner of this tract on the southern boundary of said 578.001 acre tract, the northwestern corner of the Medina County 6.073 acre tract, recorded in Document No. 2020001552, P.R.M., the northwestern corner of the Red Bird Legacy Ranch LP, called 988.6 acre tract, recorded in Volume 671, Page 913, O.P.R.M.;

THENCE, S80°06'26"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 988.6 acre tract, a distance of **3,490.27 feet** to a found 1/2" rebar with no identification for an interior corner of this tract, the northwestern corner of said 988.6 acre tract, the northeastern corner of said 99.657 acre tract;

THENCE, S04°03'38"E, along the eastern boundary of this tract, a western boundary of said 988.6 acre tract, a distance of **3,457.33 feet** to a found 1/2" iron rod with no identification for the southeast corner of this tract, an interior corner of said 988.6 acre tract;

THENCE, N89°57'54"W, along the southern boundary of this tract, a northern boundary of said 988.6 acre tract, a distance of **658.85 feet** to a found 1/2" iron rod with no identification for the southwest corner of this tract, a northwestern corner of said 988.6 acre tract, on the eastern ROW of CR 381;

THENCE along the western boundary of this tract, the eastern ROW of CR 381, the two following courses and distances:

1. **N29°43'18"W**, a distance of **2,505.65 feet** to a found 1/2" iron rod with no identification for an interior corner of this tract, an angle point of said CR 381;
2. **N21°11'12"E**, a distance of **1,130.24 feet** to the **POINT OF BEGINNING**.

CONTAINING: 604.41 ACRES in Medina County, Texas. A tract being described in accordance with a survey and exhibits prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

Job No.: 20-107
Prepared by: KFW Surveying
Date: February 15, 2021
Updated:
File:

S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\County Line Descriptions\TRACT A + D-W 381 Partners Field Notes Field Notes



2-15-21

Douglas A. Kramer



**DESCRIPTION FOR 'TRACT B'
MEDINA COUNTY
20.938 ACRES**

A 20.938 acres tract of land situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County Texas, said 20.938 acres being out of the Gallagher Concourse, LP, called 578.001 acre tract, recorded in Volume 630, Page 47, Official Records, Medina County, Texas (O.R.M.), also recorded in Volume 12209, Page 1108, Official Public Records, Bexar County, Texas (O.P.R.B.), said 20.938 acres being more fully described by metes and bounds as follows:

COMMENCING at a found 1/2" iron rod with plastic cap stamped "GIBBONS" for the southwestern corner of said 578.001 acre tract, the northwestern corner of the D-W 381 Partners called 99.657 acre tract recorded in Document No. 2018008085, Public Records, Medina County, Texas (P.R.M.), on the eastern Right-of-Way (ROW) of County Road (CR) 381;

THENCE, N80°04'24"E, along the common line of said 578.001 acre tract and said 99.657 acre tract, a distance of **1,266.79 feet** to a found 1/2" rebar with no identification for the northeastern corner of said 99.657 acre tract, the northwestern corner of the Red Bird Legacy Ranch LP called 988.6 acre tract recorded in Volume 671, Page 913, Official Public Records, Medina County, Texas (O.P.R.M.);

THENCE, N80°06'26"E, along the common line of said 578.001 acre tract and said 988.6 acre tract, a distance of **3,490.27 feet** to a found 1/2" iron rod with cap stamped "PAPE DAWSON" for the northeastern corner of said 988.6 acre tract, the northwestern corner of the Parcel 10C-2, Medina County called 6.073 acre tract recorded in Document No. 2020001552, P.R.M.;

THENCE, N80°05'25"E, along the common line of said 578.001 acre tract and said 6.073 acre tract and the common line of said 578.001 acre tract and Parcel 10A-Part 2, Medina County called 5.890 acre tract recorded in Document No. 2020005371 P.R.M., a distance of **152.03 feet** to a found 1/2" iron rod with cap stamped "PAPE DAWSON" for the northeastern corner of said 5.890 acre tract, the northwestern corner of Tract 1, Cumberland 211, LTD called 710.6 acre tract recorded in Volume 12395, Page 1298, O.P.R.B., the southeastern corner of Parcel 11A, Part 1, State of Texas called 8.988 acre tract, recorded in Document No. 2018005289 P.R.M., the southwestern corner of this tract and the **POINT OF BEGINNING**;

THENCE, along the western boundary of this tract, the eastern boundary of said 8.988 acre tract, the 2 following courses and distances:

1. **N00°33'13"W**, a distance of **683.91 feet** to a set ½" iron rod with blue plastic cap stamped "KFW SURVEYING" (KFW) for the beginning of a curve;
2. a distance of **284.09 feet** along a curve to the right having a radius of **5,654.58 feet**, a central angle of **02°52'43"**, and a chord bearing and distance of **N00°53'09"E**, **284.06 feet** to a set KFW for the northwestern corner of this tract, an interior corner of said 8.988 acre tract;

THENCE, **N80°04'49"E**, along a northern boundary of this tract, a southern boundary of said 8.988 acre tract, a distance of **119.07 feet** to a ½" iron rod with no identification for an interior corner of this tract, a southeastern corner of said 8.988 acre tract, a southeastern corner of said 578.001 acre tract;

THENCE, **N00°37'41"W**, along a western boundary of this tract, an eastern boundary of said 578.001 acre tract, an eastern boundary of said 8.988 acre tract, a distance of **2.57 feet** to a set KFW for an exterior corner of this tract, an interior corner of said 578.00 acre tract, the southwestern corner of the Legend Oaks, Unit 1 subdivision, recorded in Volume 7, Page 340, Plat Records, Medina County, Texas (P.R.);

THENCE, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said Legend Oaks, Unit 1 subdivision the 2 following courses and distances:

1. **S87°01'10"E**, a distance of **9.85 feet** to a found TxDOT monument for an exterior corner of this tract and said 578.001 acre tract, an exterior corner of said Legends Oaks, Unit 1 subdivision;
2. **N80°10'03"E**, a distance of **406.16 feet** to a found 1/2" rebar with no identification for an angle point of this tract, the southeastern corner of said Legends Oaks. Unit 1 subdivision, the southwestern corner of the Tamaron Subdivision Unit 3, recorded in Volume 9536, Page 106, Deed and Plat Records, Bexar County, Texas (D.P.R.B.);

THENCE, **N80°05'52"E**, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said Tamaron Subdivision Unit 3, a distance of **416.80 feet** to a set KFW for the northeast corner of this tract on the Medina/Bexar County Line;

THENCE, **S00°16'06"E**, along the Medina/Bexar County Line, the eastern boundary of this tract, through the interior of said 578.001 acre tract, a distance of **966.98 feet** to a set KFW for the southeast corner of this tract on the southern boundary of said 578.001 acre tract, the northern boundary of said 710.6 acre tract;

THENCE, S80°02'52"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **828.67 feet** to a found 1/2" iron rod for an angle point of this tract;

THENCE, S80°14'41"W, continuing along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **125.81 feet** to **POINT OF BEGINNING**.

CONTAINING: 20.938 ACRES in Medina County, Texas, said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

This document was prepared under 22 TAC Section 663.21 and does not reflect the results of a complete on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.: 20-107
Prepared by: KFW Surveying
Date: February 15, 2021

Updated:
File: S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\TRACT B Field Notes, Medina Co.

2.15.21



[Handwritten signature]

EXHIBIT B
CITY-COUNTY INTERLOCAL AGREEMENT

STATE OF TEXAS	§	AMENDED AND RESTATED
	§	CITY-COUNTY INTERLOCAL
	§	AGREEMENT FOR PLATTING
COUNTY OF MEDINA	§	IN ETJ OF SAN ANTONIO

This First Amendment to the **City-County Interlocal Agreement** ("**Agreement**") for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, is entered into by and between the **CITY OF SAN ANTONIO**, a home-rule municipality, hereinafter referred to as "**CITY**" and the **COUNTY OF MEDINA**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**", acting pursuant to the authority granted by the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, Chapter 791 and the TEXAS LOCAL GOVERNMENT CODE, Chapter 242, and under the terms of the original agreement approved by Ordinance number 2011-09-01-0713.

WITNESSETH

WHEREAS, both the **CITY** and **COUNTY** operate systems designed to approve subdivision plats as authorized under applicable state laws; and

WHEREAS, the TEXAS LOCAL GOVERNMENT CODE, CHAPTER 242, requires that the **CITY** and **COUNTY** enter into a written agreement pertaining to regulation of subdivision plats in the Extraterritorial Jurisdiction ("**ETJ**") of the **CITY**; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** entered into a City-County Interlocal Agreement for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, which was approved September 1, 2011 by Ordinance number 2011-09-01-0713; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** believe it is in the best interest of both entities and the health, safety and welfare of the citizens they serve to now amend that agreement;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this **Agreement** is to establish and clarify each Party's obligations, costs, and the manner and method of approving subdivision plats for real property located within both the **COUNTY** and the **ETJ** of the **CITY**.

1.02 The **ETJ** of the **CITY** may fluctuate from time-to-time during the term of this **Agreement** as a result of City Council action. The **CITY** agrees to notify the **COUNTY** in writing within 10 days of any and all City Council action that changes the **ETJ** during the term of this **Agreement** thereby affecting subdivision platting for real property within the boundaries of the **COUNTY**.

ARTICLE II

TERM

2.01 The initial term of this Agreement shall be from the date of execution of this Agreement with a termination date of September 30, 2015. Thereafter, the Parties shall renew the Agreement on an annual basis beginning October 1, 2015. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless terminated. Either of the Parties may terminate the Agreement upon giving the other Party at least sixty (60) days notice of termination. City agrees to give the County notice at least ninety (90) days before each expansion of its extraterritorial jurisdiction within the County so that it may exercise its termination rights if it desires.

ARTICLE III

APPLICABLE PROCEDURES

3.01 CITY and COUNTY agree that subdivision platting within the Medina County portion of the ETJ of the CITY will be in accordance with the standards and procedures of the COUNTY, except those plats stipulated in Paragraph 3.02 of this Agreement.

3.02 CITY and COUNTY agree that plat review and approval for subdivisions containing residential tracts of between 5,999 square feet and 0.4 acre will be by the CITY in accordance with the procedures and standards set forth in Chapter 35, Unified Development Code, of the City Code of San Antonio, Texas.

3.03 For those plats stipulated in Paragraph 3.02 of this Agreement, the CITY shall require the owner to provide a Corporate Surety Bond, Irrevocable Letter of Credit, or Trust Agreement, in an amount approved by the Director of Development Services, to ensure the proper completion of roads, drainage, and water distribution facilities, as applicable, within subdivisions involving said infrastructure in order to release for recordation prior to construction, approval and acceptance. The template and requirements for a surety shall be the same as in the Unified Development Code and shall be made payable to the City of San Antonio. A condition of the bond, letter of credit or trust agreement shall be that the owner or owners of the tract of land to be subdivided will construct the roads or streets, stormwater drainage, and water distribution facilities of such subdivision within three years of plat approval or any approved time extension as provided in the Unified Development Code. The bond or letter of credit shall not be reduced or released until proper approval for the reduction has been obtained per the Unified Development Code, or the road construction and other infrastructure is completed and roads and other infrastructure are approved and/or accepted by the CITY and COUNTY.

3.04 For those plats stipulated in Paragraph 3.02 this Agreement, the CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ. CITY inspectors shall have control and approval authority of the road construction within the right-of-way. Upon notice from the COUNTY, the CITY shall halt construction if the applicable construction standards are not being met.

3.05 The COUNTY shall act as the general public's point-of-contact for receipt of all platting applications and for the collection of all required fees, including but not limited to, fees for recording the approved plat with the County Clerk. The COUNTY will reimburse the CITY on the last day of each month for the CITY platting fees collected.

3.06 Within the parameters of this Agreement, the Parties agree and understand that the **COUNTY** shall have exclusive control over the formulation and enforcement of regulations pertaining to manufactured housing in those portions of the **COUNTY** which are also within the extraterritorial jurisdiction of the **CITY**.

3.07 Within the parameter of this Agreement, the Parties agree and understand that the **COUNTY** shall have exclusive control over the formulation and enforcement of regulations pertaining to on-site sewage facilities and floodplain development in those portions of the **COUNTY** which are also with the **ETJ** of the **CITY**.

3.08 Upon completion of all formal approvals, **COUNTY** shall be responsible for recording plats or causing plats to be recorded and approved in accordance with Paragraph 3.01 with the County Clerk's Office. The County will provide the City an annual summary of recorded plats that lie within the City's **ETJ**. Upon completion of all formal approvals, **CITY** shall be responsible for recording plats approved in accordance with Paragraph 3.02 with the County Clerk's Office.

3.09 Nothing in this Agreement shall be construed to effect the authority of the **CITY** and its agency, the San Antonio Water System to enforce the **CITY'S** Water Quality Control and Pollution Prevention Ordinance to the extent currently provided in the City Code, Chapter 34, Article VI, of the **CITY** Code, within the **ETJ** of **CITY** and located in **COUNTY**. The **CITY** and the San Antonio Water System shall retain exclusive jurisdiction to enforce Chapter 34, Article VI, of the **CITY** Code within the **ETJ** of **CITY** and located in **COUNTY**.

ARTICLE IV **CONSIDERATION**

4.01 The Parties agree and understand that each shall be responsible for its own costs and expense necessary to fulfill its responsibilities under this **Agreement**.

ARTICLE V **TEXAS LAW TO APPLY**

5.01 This **Agreement** shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the **COUNTY** herein are performable in Medina County, Texas and all obligations of the **CITY** herein are performable in Medina County and Bexar County, Texas.

ARTICLE VI **LEGAL CONSTRUCTION**

6.01 In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII **AMENDMENTS**

7.01 This document embodies the entire agreement of the parties respecting the previous
41074467.7

agreement, and restates it in its entirety so that the parties need not refer to anything other than this instrument to ascertain their rights and obligations as of the date of this instrument. No other amendment, modification or alteration of the terms shall be binding unless in writing, dated subsequent to the date of the Agreement and duly authorized by the governing bodies of the CITY and the COUNTY.

ARTICLE VIII
LIAISONS AND NOTICES

8.01 Unless written notification by the COUNTY to the contrary is received by CITY, the County Judge shall be the designated representative of the COUNTY responsible for the management of this Agreement.

8.02 Unless written notification by the CITY to the contrary is received by COUNTY, the Director of the Development Services Department shall be the designated representative of the CITY responsible for management of this Agreement.

8.03 Communications between CITY and COUNTY shall be directed to the designated representatives of each as set forth above.

8.04 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and hand delivered or mailed, emailed (with a hard copy to follow), registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283
Attn: Roderick J. Sanchez, Director
Development Services Department
Land.Development@sanantonio.gov

COUNTY
Medina County
1100 16th Street
Hondo, TX 78861
Attn: County Judge
countyjudge@medinacountytexas.org

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Notice of change of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 27th DAY OF January, 2014.

CITY OF SAN ANTONIO, TEXAS

By: [Signature]
for Sheryl Seulley
City Manager

ATTEST:

[Signature]
Leticia Vacek
City Clerk



APPROVED: as to form

[Signature]
for Martha G. Sepeda,
Acting City Attorney

COUNTY of MEDINA, TEXAS

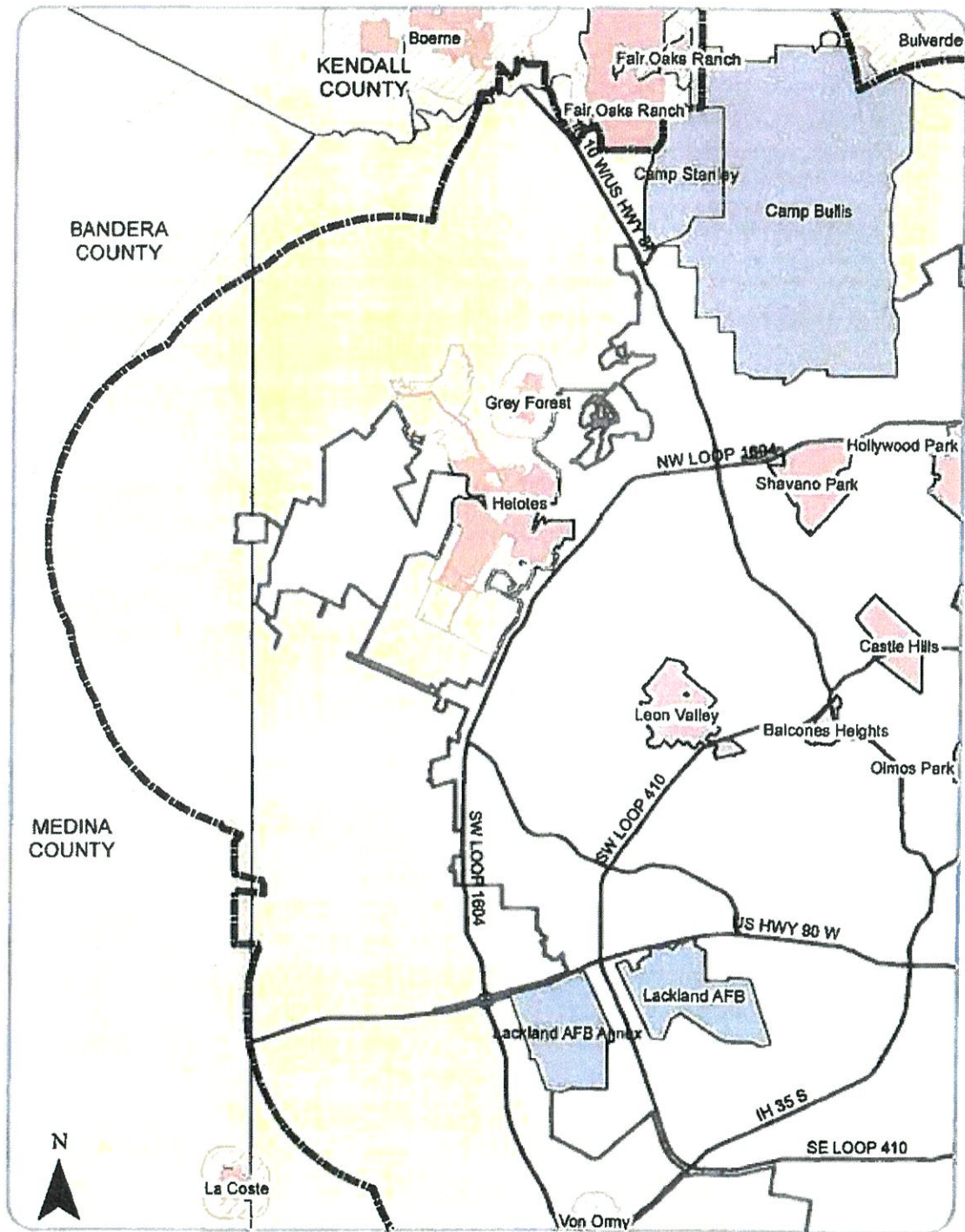
By: [Signature]
James E. Barden
County Judge

[Signature]

Lisa J. Wernette
County Clerk

By: [Signature]
Clay Deputy





**CITY OF SAN ANTONIO
DEVELOPMENT SERVICES
DEPARTMENT**

City of San Antonio
Development Services Department
Land Entitlements Section
1901 S. Alamo, San Antonio, TX 78204
www.sanantonio.gov/dsd



San Antonio ETJ
Major Roads
Cities/Towns ETJ

Cities and Towns
Military Bases
City of San Antonio

Bexar County

2014 Medina County Interlocal Agreement

EXHIBIT C
PRELIMINARY MASTER DEVELOPMENT PLAN



LOT TABULATION TABLE

PHASE 1			PHASE 2			PHASE 3			PHASE 4			TOTALS	
TRACT	ACREAGE	LOTS	TRACT	ACREAGE	LOTS	TRACT	ACREAGE	LOTS	TRACT	ACREAGE	LOTS	TRACT	ACREAGE
COLLECTOR	12.31	88	COLLECTOR	0.00	0	COLLECTOR	0.00	0	COLLECTOR	0.00	0	COLLECTOR	12.31
STREETS	88.43	88	STREETS	0.87	11	STREETS	11.41	11	STREETS	20.00	20	STREETS	119.37
OPEN SPACE	77.24	77	OPEN SPACE	1.87	4	OPEN SPACE	4.84	4	OPEN SPACE	4.07	4	OPEN SPACE	86.72
RESIDENTIAL	270.08	270	RESIDENTIAL	116.14	28	RESIDENTIAL	28.492	28	RESIDENTIAL	71.52	71	RESIDENTIAL	308.72
FLOOD PLAIN	48.29	48	FLOOD PLAIN	0.48	0	FLOOD PLAIN	0.00	0	FLOOD PLAIN	0.00	0	FLOOD PLAIN	48.77
BOUNDARY	504.75	504	BOUNDARY	20.928	42	BOUNDARY	42.442	42	BOUNDARY	89.40	89	BOUNDARY	607.79
LOTS			LOTS			LOTS			LOTS			LOTS	
TOTAL	977.1	977	TOTAL	77	77	TOTAL	290	290	TOTAL	407	407	TOTAL	2564
DENSITY	2.51		DENSITY	3.48		DENSITY	6.53		DENSITY	4.06		DENSITY	3.87

BOUNDARY LINES ARE BASED ON A 10' BUFFER TO ADJACENT UNIMPROVED CORPORACTIONS (AS SHOWN)

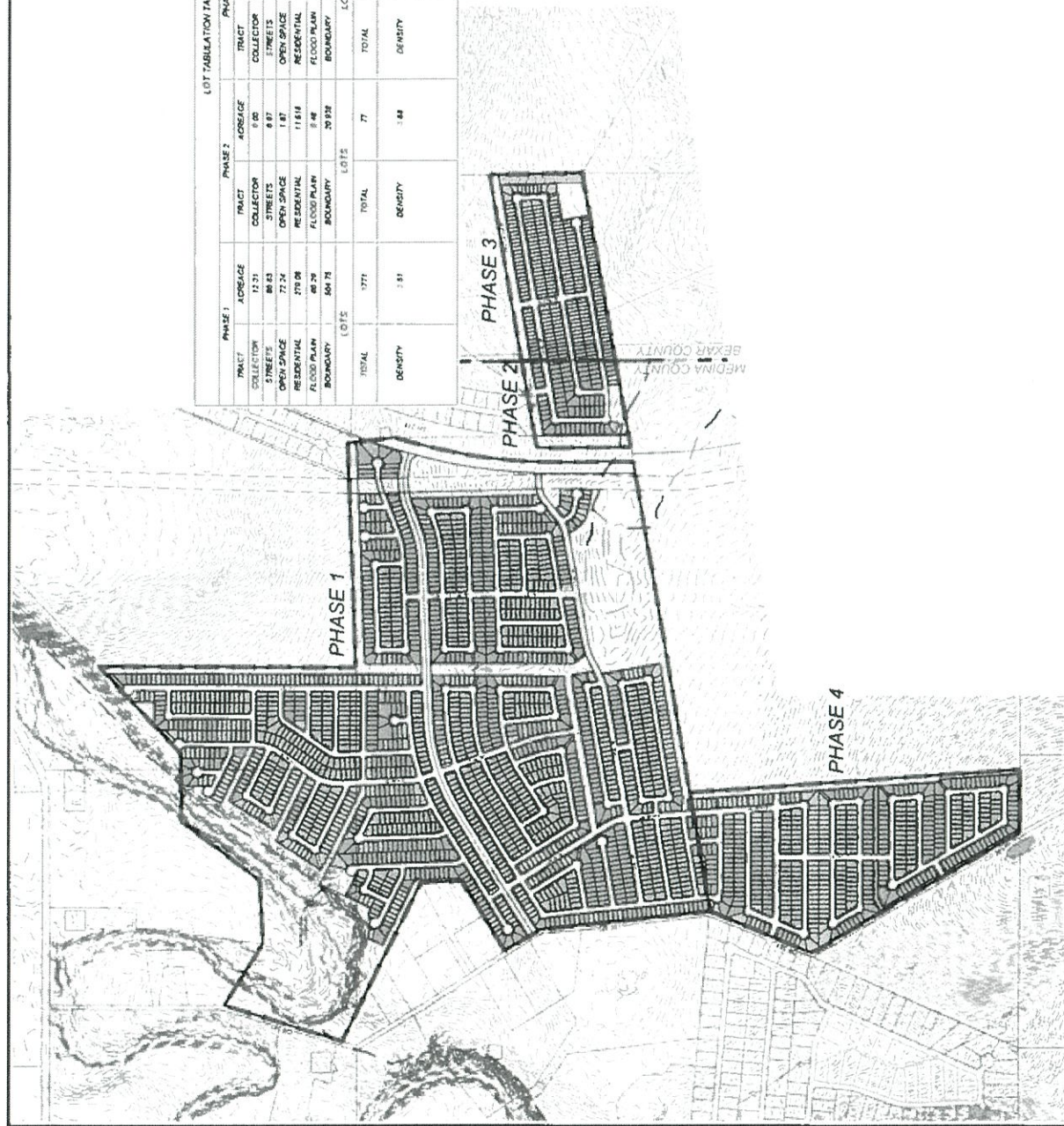


EXHIBIT D
CITY OF SAN ANTONIO 2010 TREE ORDINANCE

AN ORDINANCE 2010-05-06-0376

**AMENDING CHAPTER 35, UNIFIED DEVELOPMENT
CODE, OF THE CITY CODE OF SAN ANTONIO,
TEXAS, RELATING TO TREE PRESERVATION AND
ADEQUATE CANOPY COVERAGE**

* * * * *

WHEREAS, the City of San Antonio Master Plan, adopted May 29, 1997, Vision Statement includes promoting "balanced and responsible urban design, planning and development, and responsible protection of the City's historical, cultural, and natural resources"; and

WHEREAS, City staff have met with numerous stakeholder groups and have revised various amendments to further the goals of tree preservation and balanced development; and

WHEREAS, it is the goal of the City Council to provide increased opportunities for economic development by providing additional methods to preserve and increase the tree canopy of the City and its extra-territorial jurisdiction, "ETJ", and

WHEREAS, it is the goal of the City Council to increase the tree canopy of the City and its extra-territorial jurisdiction, "ETJ", and

WHEREAS, it is the desire of the City Council to achieve the American Forests tree canopy goal of 40% in the City and its extra-territorial jurisdiction, "ETJ", and

WHEREAS, the City Master Plan provides that the tree preservation ordinance shall be strengthened as needed, **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. City Council finds and affirms the goal for maintaining existing trees and the planting of additional trees to increase the overall tree canopy within the city and the city's ETJ.

SECTION 2. City staff is directed to develop a tree canopy establishment program with plans and a budget for all areas of the City of San Antonio utilizing input from a broad collection of interested citizens.

SECTION 3. Chapter 35 of the City Code of San Antonio, Texas is hereby amended by adding language that is underlined (added) and deleting the language that is stricken (~~deleted~~) to the existing text as set forth in this Ordinance.

SG/NJH
05/06/10
Item # 5 Amended

SECTION 4. In accordance with the provisions of the City Master Plan and the objectives of maintaining existing trees and the planting of additional trees within the city and the city's ETJ, Chapter 35 of the City Code of San Antonio, Texas is hereby amended as follows:

Chapter 35, Article V, Section 35-523 is amended as follows:

35-523. Tree Preservation.

STATEMENT OF PURPOSE

While allowing the reasonable improvement of land within the city and city's ETJ, it is stated public policy of the city to maintain, to the greatest extent possible, existing trees within the city and the ETJ, and to add to the tree population within the city and the ETJ to promote a high tree canopy goal. The planting of additional trees and preservation of existing trees in the city and the ETJ is intended to accomplish, where possible, the following objectives:

- To preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical and aesthetic environment.*
- To encourage the preservation of existing trees and the planting of new trees for the enjoyment of future generations.*
- To encourage the preservation of existing trees and the planting of new trees to provide health benefits by the cleansing and cooling of the air and contributing to psychological wellness.*
- To encourage the preservation of existing trees and the planting of new trees to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees.*
- To encourage the preservation of existing trees and the planting of new trees to provide environmental elements necessary to reduce the amount of pollutants entering streams and to provide elements crucial to establishment of the local ecosystem.*
- To provide tree preservation requirements and incentives to exceed those requirements that encourage the maximum preservation of trees- and planting that will achieve greater overall tree canopy.*
- To promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life.*

SG/NJH

05/06/10

Item # 5 Amended

- *To encourage the preservation of environmentally sensitive areas that protect and enhance the water quality, ecosystem and the aesthetic environment.*
- *To increase tree canopy coverage for the City and ETJ.*
- *To recognize the economic value added to properties with trees and high tree canopy coverage.*

This section implements the following provisions of the master plan:

Neighborhoods, Policy 3c: Continue to implement the tree preservation ordinance and strengthen as needed.

(a) **Applicability.**

(1) **Generally.**

- A. The regulations contained in this division shall apply to any private property located within the city limits and the ETJ of the city.
- B. The regulations contained in this division shall apply to all public property held by or for the benefit of the city or any agency, board or commission thereof in accordance with the provisions of subsection (p) ~~(e)~~ of this division.
- C. The regulations contained in this division shall regulate all activities that result or may result in the removal of significant or heritage trees or areas of tree canopy as defined herein. Said activities include any of the following:
 - 1. Industrial, commercial, office, multi-family, residential and institutional development, including all new construction and any additions that increase the total floor area of a structure by more than two thousand five hundred (2,500) square feet.
 - 2. Construction of a new parking lot larger than two thousand five hundred (2,500) square feet or expansion of an existing parking lot by more than two thousand five hundred (2,500) square feet.
 - 3. Any grading, filling or clearing of land.

4. Any clear, selective or individual cutting or removal of any significant or heritage tree or areas of tree canopy as defined.
 5. Chemical or biological treatment of trees that may result in the death or destruction of any significant or heritage tree or areas of tree canopy as defined.
 6. Trenching or excavation that may damage or destroy any significant or heritage tree or areas of tree canopy as defined.
- D. The regulations in this section shall apply to any projects receiving any federal, state, and/or local financial assistance.
- E. Tree Credit Certificate 001 issued February 10, 2000 and Tree Credit Certificate 002 issued March 26, 2002 are acknowledged and the express language of those certificates apply whenever and wherever until fully redeemed with no limitations as to any time vesting projects as expressed in those contracts or certificates. Tree credits may be used for mitigation of preservation when utilizing the tree survey method or to mitigate surveyed heritage trees utilizing the tree stand delineation method.
- (2) **Activities Exempt.** The regulations in this division shall not apply to the clearing of understory necessary to perform boundary surveying of real property or to conduct tree surveys or inventories. Clearing for surveying may not exceed a width of two (2) feet for general survey (i.e. of easement boundary, etc.) and eight (8) feet for survey of property boundary lines. Except for surveys done in connection with residential development, no tree ten (10) inches or larger may be removed in any manner during such boundary or general surveying.
- (3) **Categories of Development Exempt.** The provisions of this section shall not apply to any conservation subdivision as defined in section 35-203.
- (4) **Trees Exempt.** This division shall not apply to:
- A. Any significant or heritage trees or areas of tree canopy tree determined to be diseased, overly-mature dying or dead, by the city arborist.
 - B. Any significant or heritage trees or areas of tree canopy tree determined to be causing a danger or be in hazardous condition as a result of a natural event such as tornado, storm, flood or other act of God that endangers the public health, welfare or safety and requires immediate removal.

- C. Trees Any significant or heritage tree or areas of tree canopy located on property on which construction of single-family, two-family or three-family residential dwelling units has been completed.
- D. Trees or areas of tree canopy located in the clear vision area, as defined in the street improvement standards.
- E. Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.

The provisions contained in this section shall control in the event and to the extent they may conflict with other provisions contained in this chapter that do not relate to health and safety.

- (b) **Administration.** The provisions of this section shall be implemented by the a city arborist under the direction of the director of planning and development services. The city arborist shall oversee regulation of the maintenance and removal of significant or heritage trees or areas of tree canopy and shall enforce and administer the provisions of this section.

The city arborist shall work closely with all city departments and governmental entities and licensees, and franchisees thereof in order to promote and ensure the maximum protection of trees by the implementation and administration of this section. City departments with which the city arborist is authorized to interact pursuant to subsection (p) (e) of this section include, but are not limited to the following:

- (1) A. Department of planning and development services shall coordinate: Coordination of tree preservation in the review of master development plans (for phase development) and any grading, fillings and spoil activities when applicable.

A. tree preservation in the review of master development plans planned unit development plans, subdivision plats, permits and any grading filling and spoil activities when applicable.

B. Coordinate and maximize the preservation of tree(s) or areas of tree canopy through the implementation of the city's landscape and streetscape standards and through the approval process contained in this chapter.

B. Department of planning and development services. Coordinate and maximize the preservation of trees through the implementation of the city landscape and streetscape standards and through the building permit application and approval process contained in this chapter.

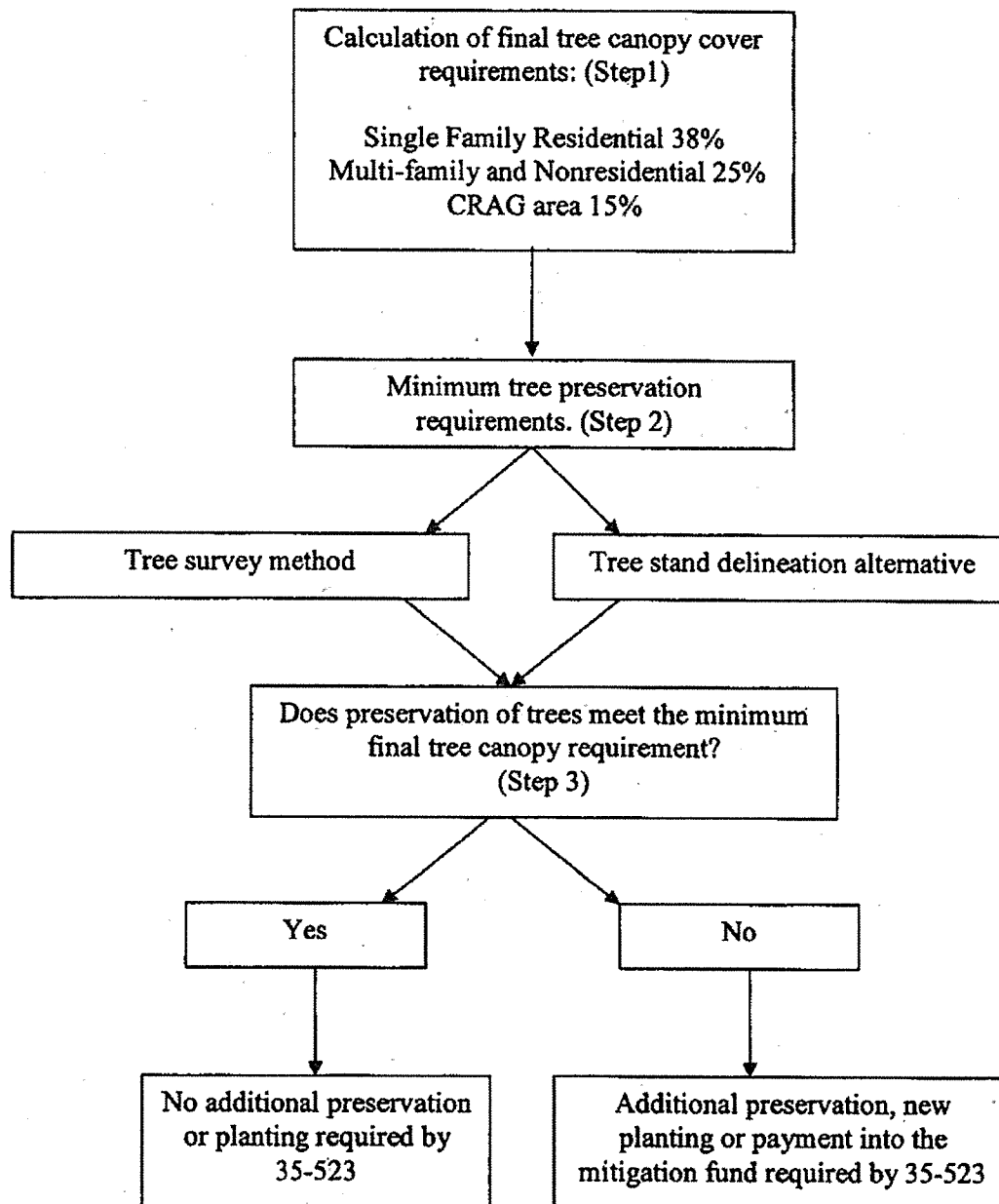
- (2) ~~G.~~ Public works and capital improvement management services (CIMS) departments department shall maximize Maximize the preservation of trees or areas of tree canopy during public works and CIMS projects for public improvements such as, but not limited to, utility installation, street construction and maintenance, drainage construction and maintenance, grading, filling, placement of soil, etc. and coordinate any projects that modify natural drainage areas in a way that negatively affects trees on private property or public property.
- (3) ~~D.~~ San Antonio Water System shall maximize Maximize the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (4) ~~E.~~ CPS Energy shall maximize Maximize the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (5) ~~F.~~ Parks and Recreation shall maximize Maximize the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (6) ~~G.~~ Any other entities which may require easements or rights-of-way shall maximize the preservation of trees or areas of tree canopy during the project. The arborist shall review any policies related to trees or areas of tree canopy.
- (c) **Violation, Enforcement and Penalties.** The provisions of this section shall be enforced as provided in article IV, section 35-493 of this chapter.
- (d) **Overview of Tree Preservation and Tree Canopy Calculation Process.** The following are the steps to be undertaken by the applicant and the City of San Antonio as part of the final tree canopy and tree preservation requirements as outlined below in sections (e) and (f).

 - (1) Step 1: Identify "final tree canopy" percent (%) based on the land use and as noted on section (e).
 - (2) Step 2: Choose method for tree preservation (survey or tree stand delineation).
 - (3) Step 3: Compare the results of step 2 and step 1.

 - A. If step 2 tree preservation provides an equal or larger tree canopy cover percentage than step 1 then the final tree canopy goal has been met.
 - B. If step 2 tree preservation provides a smaller tree canopy cover percentage than step 1, then additional preservation, planting or

payment to the tree mitigation fund is necessary to comply with this Division.

(4) The following diagram illustrates the hierarchy of the tree preservation and tree canopy cover process.



(d) ~~Protected Tree Designations. The significant or heritage tree designations establish a threshold trunk size, measured in diameter at breast height (DBH), for~~

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various tree species for purposes of applying the requirements of this chapter. A significant or heritage tree is defined by DBH as set forth below. Significant trees of less than six (6) inches may be omitted from the tree survey and preserved or mitigated based on a numerical count.

- (1) ~~Significant Trees.~~ A significant tree means a tree of six (6) inches or greater DBH for all tree species except the Ashe Juniper (*Juniperus ashei*), Huisache, and Mesquite are significant at ten (10) inches DBH and Arizona Ash and Hackberry are significant with at least one (1) trunk being ten (10) inches or greater DHB and the following species are significant with at least one (1) trunk being five (5) inches or greater DBH (the value of the five inch or greater trunk is the value given to these small tree species):

- A. ~~Texas Persimmon;~~
- B. ~~Texas Redbud;~~
- C. ~~Texas Mountain Laurel;~~
- D. ~~Condalia;~~
- E. ~~Possum Haw (in floodplain only);~~
- F. ~~Crabapple (in floodplain only);~~
- G. ~~Blue Wood Condalia;~~
- H. ~~Brazil Tree;~~
- I. ~~Downy Hawthorne.~~

- (2) ~~Heritage Trees.~~ A heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are heritage with at least one (1) trunk being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):

- A. ~~Persimmon;~~
- B. ~~Redbud;~~
- C. ~~Mountain Laurel;~~
- D. ~~Condalia;~~
- E. ~~Possum Haw (in floodplain only);~~
- F. ~~Crabapple (in floodplain only).~~

- (3) ~~Non-native Trees.~~ Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species means the following tree species:

- A. ~~Chinese Pistache (*Pistacia chinensis*);~~
- B. ~~Chinaberry (*Melia azedarach*);~~
- C. ~~Chinese Tallow (*Sapium sebiferum*);~~
- D. ~~Tree of Heaven (*Ailanthus altissima*);~~
- E. ~~Salt Cedar (*Tamarix* species).~~
- F. ~~Japanese Ligustrum (*Ligustrum japonicum*).~~

(e) **Final Tree Canopy Cover.** The intent of this subsection is to promote tree canopy coverage in the City and the ETJ. The development of any property shall meet the final canopy percent requirements as described below based on the land use and can be accomplished by maximizing the preservation of trees through a tree survey method or tree stand delineation alternative and by tree planting (if necessary) or payment into the mitigation fund.

(1) **Standards.** Developments of all sites must provide a minimum final tree canopy cover as listed below for the entire gross project area outside of the regulatory floodplain.

A. Minimum final tree canopy coverage shall be provided at the percentages indicated below:

- i. Single Family Residential 38%
- ii. Multi-family and Nonresidential 25%
- iii. CRA area 15%;

B. The final tree canopy requirements shall be accomplished after meeting all preservation requirements and other planting requirements as set forth in this Chapter;

C. The city arborist may allow the applicant to defer the minimum tree canopy cover requirements to the building permit phase of the development with plans depicting final canopy cover of preserved trees and newly planted trees and the method to assure that the requirements will be met before the issuance of a building permit or with a guarantee of performance executed and filed with the City of San Antonio. The city arborist shall determine the probable maximum amount of tree mitigation required (measured in dollars) that may be attributable to the development.

~~(e) — **Minimum Tree Preservation Requirements.**~~

~~(1) — **Generally.** Table 523-1 establishes the minimum percentage of all diameter inches or percent tree canopy of significant or heritage trees that must be preserved or mitigated. In environmentally sensitive areas the minimum percentage shall include the understory of the preserved trees. For single family dwellings, developers and builders may elect to preserve trees at the platting or permitting stage; if a developer or builder elects to preserve at the platting stage, this method must be used throughout completion of the project.~~

~~(2) — **Calculation of Preservation Ratios.** All percentages relating to preservation stated within this section shall be based on the initial tree survey. Any subsequent redevelopment of property must minimally~~

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preserve the applicable percentage of the total diameter inches of protected trees as indicated by the initial tree survey. To receive preservation credit in environmentally sensitive areas when using the tree survey or tree canopy method, the canopy area can be converted into diameter inches utilizing the following formula based on the dominant tree species in the area(s). Canopy area divided by shade value (Appendix E) equals number of trees, times the radius of the shade value area which will equal the diameter inches present in the environmentally sensitive area.

Formula:

Number of trees = Canopy Area (sq ft) / Shade Value (sq ft/tree)

Radius = Square Root (Shade Value Area $\div$ 3.14)

Diameter (inches) = Number of Trees $\times$ Radius

Table 523-1

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	Single-Family Dwellings	Multi-family and Nonresidential Uses
Significant Trees	35% within each platted lot, excluding street right-of-way and easements. Plus each builder on a single-family dwelling lot shall also be required to plant two (2) one and one-half (1.5) inch caliper new trees, which trees shall generally be native, large canopy trees.	40% within the entire site excluding the street rights-of-way and easements.
Significant Trees under 6" DBH	35% within each planted lot, excluding the street right-of-way and easements or 35% of the number of total count of all such trees.	40% within the entire site, excluding street right-of-way and easements; or 40% of the number of total count of all such trees; or for athletic fields, 25% of the entire site to be developed as such.
Heritage Trees	100% within each platted lot	100% within the entire site.
100-year floodplain(s)	80% of all the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the lot.	80% of the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the site.
Environmentally Sensitive Areas	80% of all the trees within the environmentally sensitive area including easements and rights-of-ways. Such areas shall apply toward preservation on the remainder of the site.	80% of the trees within the environmentally sensitive area including easements and rights-of-ways. Such areas shall apply toward preservation on the remainder of the site.
Mitigation Maximum	Up to 90% of significant and heritage trees may be mitigated rather than preserved.	Up to 90% of significant and heritage trees may be mitigated rather than preserved.

~~(3) Tree Stand Delineation Alternative.~~

~~Mitigation trees will be as set forth in the standards of Table 523-2 using the shade value in Appendix E.~~

A. ~~Standards.~~ As an alternative to a tree survey, a tree stand delineation (no heritage tree survey is required) may be used to meet the preservation requirements (see submittal requirements section 35-B125). In order to utilize this provision the site must have area(s) of tree canopy that meet the woodlands criteria as set forth in Appendix A and must contain existing native understory vegetation. The

application of this provision will be based on the gross tree canopy of a site or project outside the 100-year floodplain and environmentally sensitive areas, with no exclusions for rights-of-way or easements. A tree stand delineation shall meet the following standards:

- A tree preservation plan submitted at the master development plan stage must preserve a minimum of thirty (30) percent of contiguous tree canopy with the understory.
- If the tree preservation plan is delayed until subdivision review or any subsequent stages of development, the preservation requirement is thirty-five (35) percent of contiguous canopy with understory vegetation.
- Tree save areas will be a minimum of twenty thousand (20,000) square feet with any dimension being not less than thirty-five (35) feet.
- Tree save areas must be designated as such when the area is platted.
- Tree canopy area(s) to be preserved as tree save area(s) must include tree canopy in environmentally sensitive areas if such are present on site. These environmentally sensitive areas shall count toward preservation on the remainder of the site.
- The trees in the environmentally sensitive areas within the project boundaries are to be preserved at eighty (80) percent for significant trees and one hundred (100) percent for heritage trees.
- The 100-year floodplain areas within the project are to be preserved at eighty (80) percent for significant trees and one hundred (100) percent for heritage trees. The trees or tree canopy in the floodplain may not be used to meet preservation requirements set forth above for the developable portion of the land.
- The minimum requirements must be met without mitigation to utilize this option.

B. Subsequent Removal:

- Removal of the tree save area or any portion thereof will require the applicant to reforest to the required preservation amount.

(4) **Mitigation.** Protected trees that are required to be preserved are to be mitigated at the ratio described in Table 523-2.

- (5) ~~Diversity and Desirability.~~ As the particular site conditions warrant, the applicant shall make a reasonable effort to preserve a diversity of species of trees as determined by the city arborist.
- (6) ~~Site Design.~~ The location of all proposed buildings and improvements shall be oriented by the applicant, to the extent the applicant determines possible, in a manner which allows for preserving of the greatest number of trees and in doing so the applicant is encouraged to design by taking into consideration the site's limitations and assets. Trees located within the existing right-of-way shall not be counted as it pertains to the minimum preservation percentage. Applicants are encouraged to preserve trees to meet the landscape and streetscape standards which could reduce or eliminate the irrigation requirements.
- (7) ~~Rights of Way.~~ Unless otherwise allowed by this division, trees located within existing rights of way or easements may be damaged, destroyed, or removed only if prior approval is granted by the city arborist. If tree(s) are approved to be removed, mitigation will be at 1:1 unless Heritage-size which are mitigated at 3:1 (with the exception of species listed in Table 523-2, Column B, Row 1 which will be mitigated at 1:1) and are to be maintained by the project applicant.
- (8) ~~Trees on Public Property.~~ The city shall have the right to maintain trees, plants, and shrubs within the lines of all public property as may be necessary to ensure the safety, protect facilities and improvements, and maintain the health and aesthetics of such public grounds. In order to achieve the above, the city or its municipal utility entities may remove or cause or order to be removed any tree which is located on public property and determined to be in conflict with a public purpose or to be a public hazard through coordination with the city arborist.
- Unless specifically authorized by the city, no person shall knowingly cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivances to any tree; or allow any substance, solid, liquid, gas, or fire to injure any tree or portion thereof on public property.
- (9) ~~Historic Trees.~~ In order to protect historic trees, as defined, the city arborist shall defer the approval of tree preservation plans to review by the historic preservation officer who shall seek the advice of the historic design and review commission in instances where a historic tree is proposed to be removed. The commission may recommend additional replacement standards, recommend a cash payment to be deposited to the tree replacement fund to offset the cost of future tree planting on public property, or recommend that the application for permit and tree preservation plan be denied. Provided, however that no later than thirty

~~(30) days after the final application for removal of the historic tree was received, the director of planning and development services shall advise the applicant by certified mail, return requested, or hand delivery of his decision. The final application will be deemed approved if not acted upon by the historic preservation officer before the expiration of the thirty-day time period herein established. Such action may be appealed pursuant to section 35-489 of this chapter.~~

- (f) **Minimum Tree Preservation Requirements.** To comply with the minimum final tree canopy cover requirements of subsection (e) an applicant shall elect either to perform a tree survey to identify trees for preservation in accordance with the provisions of this subsection below or to conduct a tree stand delineation as an alternative to the tree survey technique.

- (1) **Protected Tree Designations.** The significant or heritage tree designations establish a threshold trunk size, measured in diameter at breast height (DBH), for various tree species for purposes of applying the requirements of this chapter. A significant or heritage tree is defined by DBH as set forth below.

- A. **Significant Trees.** A significant tree means a tree of six (6) inches or greater DBH for all tree species except the following species are significant with at least one trunk being equal or greater than the respective size (DBH):

- i. Ashe Juniper (*Juniperus ashei*) – ten (10) inch DBH;
- ii. Huisache (*Acacia farnesiana*) – ten (10) inch DBH;
- iii. Mesquite (*Prosopis glandulosa*) – ten (10) inch DBH;
- iv. Arizona Ash (*Fraxinus Velutina*) – ten (10) inch DBH;
- v. Hackberry (*Celtis* spp.) – ten (10) inch DBH;
- vi. Texas persimmon (*Diospyros texana*) – five (5) inch DBH;
- vii. Texas redbud (var. *texensis*) – five (5) inch DBH;
- viii. Texas Mountain laurel (*Sophora secundiflora*) – five (5) inch DBH;
- ix. Condalia (*Condalia hookeri*) – five (5) inch DBH;
- x. Possum haw (*Ilex decidua* - in floodplain only) – five (5) inch DBH;
- xi. Hawthorne (*crataegus texana*) – five (5) inch

- B. **Heritage Trees.** A heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are heritage with at least one (1) trunk being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):

- i. Texas persimmon (*Diospyros texana*);

- ii. Texas redbud (var. texensis);
- iii. Texas Mountain laurel (Sophora secundiflora);
- iv. Condalia (Condalia hookeri);
- v. Possum haw (Ilex decidua - in floodplain only);
- vi. Hawthorne (crataegus texana).

C. Non-native Trees. Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species means the following tree species:

- i. Chinese Pistache (Pistacia chinensis);
- ii. Chinaberry (Melia azedarach);
- iii. Chinese Tallow (Sapium sebiferum);
- iv. Tree of Heaven (Ailanthus altissima);
- v. Salt Cedar (Tamarix species).
- vi. Japanese Ligustrum (Ligustrum japonicum).

(2) Tree survey methodology.

- A. Standards: Table 523-1A establishes the minimum percentage of all diameter inches of significant or heritage trees that must be preserved or mitigated. In environmentally sensitive areas the minimum percentage shall include the understory of the preserved trees. For single-family dwellings, developers and builders may elect to preserve trees at the platting or permitting stage; if a developer or builder elects to preserve at the platting stage, this method must be used throughout completion of the project.

Table 523-1A

	<u>Single-Family Dwellings</u>	<u>Multi-family and Nonresidential Uses</u>
<u>Significant Trees 6" DBH or greater</u>	<u>35% within each platted lot, excluding street right-of-way and easements. Plus each builder on a single-family dwelling lot shall also be required to plant two (2) one and one-half (1.5) inch caliper new trees, which trees shall generally be native, large canopy trees.</u>	<u>40% within the entire site excluding the street rights-of-way and easements; or for athletic fields, 25% of the entire site to be developed as such.</u>
<u>Significant Trees under 6" DBH</u>	<u>35% within each platted lot, excluding the street right-of-way and easements or 35% of the number of total count of all such trees.</u>	<u>40% within the entire site, excluding street right-of-ways, and easements; or 40% of the number of total count of all such trees; or for athletic fields, 25%</u>

		<u>of the entire site to be developed as such.</u>
<u>Heritage Trees</u>	<u>100% within each platted lot</u>	<u>100% within the entire site.</u>
<u>100-year floodplain(s)</u>	<u>80% of all the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the lot.</u>	<u>80% of the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the site.</u>
<u>Environmentally Sensitive Areas</u>	<u>80% of all the trees within the environmentally sensitive area including easements and rights-of-ways. Such areas shall apply toward preservation on the remainder of the site.</u>	<u>80% of all the trees within the environmentally sensitive area including easements and right-of-ways. Such areas shall apply toward preservation of the remainder of the site.</u>
<u>Mitigation Maximum</u>	<u>Up to 80% of significant and heritage trees may be mitigated rather than preserved.</u>	<u>Up to 80% of significant and heritage trees may be mitigated rather than preserved.</u>

- B. Calculation of Preservation Ratios: All percentages relating to preservation stated within this section shall be based on the initial tree survey. Any subsequent redevelopment of property must minimally preserve the applicable percentage of the total diameter inches of protected trees as indicated by the initial tree survey. To receive preservation credit in environmentally sensitive areas when using the tree survey or tree canopy method, the canopy area can be converted into diameter inches utilizing the following formula based on the dominant tree species in the area(s). Canopy area divided by shade value (Appendix E) equals number of trees, times the radius of the shade value area which will equal the diameter inches present in the environmentally sensitive area.

Formula:

$$\text{Diameter (inches)} = \text{Number of Trees} \times \text{Radius}$$

$$\text{Number of trees} = \text{Canopy Area (sq-ft)} / \text{Shade Value (sq-ft/tree)}$$

$$\text{Radius} = \text{Square Root}(\text{Shade Value Area} \div 3.14)$$

Commentary: the value is based upon the one foot tree canopy radius to one inch trunk diameter relationship.

- (3) Tree Stand Delineation Alternative.

Mitigation trees will be as set forth in the standards of Table 523-2 using the shade value in Appendix E.

- A. Standards. As an alternative to a tree survey, a tree stand delineation may be used to meet the preservation requirements (see submittal requirements section 35-B125). In order to utilize this provision the site must have area(s) of tree canopy however, the presence of understory is not required except in environmentally sensitive areas where the minimum percentage shall include the understory of the preserved trees. The application of this provision will be based on the total tree canopy of a site or project outside the 100-year floodplain and environmentally sensitive areas, with no exclusions for rights-of-way or easements. A tree stand delineation shall meet the following standards:

Table 523-1B

	<u>Minimum preservation requirements</u>	<u>Other requirements</u>
<u>Total tree canopy cover on site outside of the regulatory floodplain</u>	<u>35% of total non-heritage tree canopy with subdivision, building permit or other permit after the Master Development Plan stage or 30% of total non-heritage tree canopy with Master Development Plan.</u>	<u>Tree save areas must be designated as such when the area is platted. Tree canopy area(s) to be preserved as tree save area(s) must include tree canopy in environmentally sensitive areas if such are present on site.</u>
<u>Heritage trees</u>	<u>Heritage trees shall be preserved at 100% using the tree stand delineation method only.</u>	
<u>Environmentally sensitive areas within the project boundaries</u>	<u>80% of the total canopy area and 100% of the heritage trees.</u>	<u>Tree save areas in environmentally sensitive areas shall count toward preservation on the remainder of the site.</u>
<u>Regulatory floodplain</u>	<u>80% of the total canopy area and 100% of the heritage trees.</u>	<u>The trees or tree canopy in the floodplain may not be used to meet preservation requirements set forth above for the developable portion of the land.</u>
<u>Mitigation Maximum</u>	<u>Up to 80% of the total tree canopy area and up to 80% of the heritage trees may be mitigated rather than preserved.</u>	<u>A minimum of 20% of the existing pre-development tree canopy and 20% of the heritage trees shall be preserved and may not be mitigated</u>

B. Calculation of Credits. This subsection shall be used to calculate the minimum preservation requirements in the tree stand delineation alternative.

1. Tree canopy crossing lot lines.

- i. Generally the credit to trees indicated for protection shall only be provided to trees whose primary trunk is located on the site subject to development. Where the primary tree trunk is located on the property subject to development a root protection zone shall be provided as defined in §35-523(j) and any tree canopy area that crosses into the adjacent site shall be applied as follows:

(a-1) Where more than 50% of the tree canopy area is on the property subject to development, the property will be credited for all of the tree canopy area.

(a-2) Where less than 50% of the tree canopy area is on the property subject to development, the property will be credited half of the tree canopy area.

- ii. In locations that meet the woodlands criteria, the property line will be used to measure the limits of the canopy to be credited for the subject property(ies) regardless of where the trunk is located. In such cases a woodland canopy cover credit may be available in accordance with subsection (i) (9).

2. Tree canopy credit for newly planted trees. Newly planted trees will receive 90% of the mature canopy area per species as listed in Appendix E. To receive tree canopy credit each newly planted tree will require a minimum of 162 square feet in previous planting area for non-residential and multi-family uses. Planting standards and soil specifications must adhere to those of the International Society of Arboriculture <http://www.isa-arbor.com/publications/cadDetails.aspx>. Additional canopy area may be claimed if structural soils or low impact development (LID) practices are used as provided in §35-523(i)(10).

- (4) Subsequent Removal. Removal of the tree save area or any portion thereof will require the applicant to reforest to the required preservation or tree canopy cover amount. Mitigation trees will be as set forth in the standards of Table 523-2 using the shade value in Appendix E.
- (5) Mitigation. Protected trees that are required to be preserved are to be mitigated at the ratio described in Table 523-2.
- (6) Diversity and Desirability. As the particular site conditions warrant, the applicant shall make a reasonable effort to preserve a diversity of species of trees as determined by the city arborist.
- (7) Site Design. The location of all proposed buildings and improvements shall be oriented by the applicant, to the extent the applicant determines possible, in a manner which allows for preserving of the greatest number of trees and in doing so the applicant is encouraged to design by taking into consideration the site's limitations and assets. Trees located within the existing right-of-way shall not be counted as it pertains to the minimum preservation percentage when using the tree survey methodology. Applicants are encouraged to preserve trees to meet the landscape and streetscape standards which could reduce or eliminate the irrigation requirements.
- (8) Rights-of-Way. Unless otherwise allowed by this division, trees located within existing rights-of-way or easements may be damaged, destroyed, or removed only if prior approval is granted by the city arborist. If tree(s) are approved to be removed, mitigation will be at 1:1 unless Heritage-size which are mitigated at 3:1 (with the exception of species listed in Table 523-2, Column B, Row 1 which will be mitigated at 1:1) and are to be maintained by the project applicant.
- (9) Trees on Public Property. The city shall have the right to maintain trees, plants, and shrubs within the lines of all public property as may be necessary to ensure the safety, protect facilities and improvements, and maintain the health and aesthetics of such public grounds. In order to achieve the above, the city or its municipal utility entities may remove or cause or order to be removed any tree which is located on public property and determined to be in conflict with a public purpose or to be a public hazard through coordination with the city arborist or city forester.

Unless specifically authorized by the city, no person shall knowingly cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivances to any tree; or allow any

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substance, solid, liquid, gas, or fire to injure any tree or portion thereof on public property.

- (10) Historic Trees. In order to protect historic trees, as defined, the city arborist shall defer the approval of tree preservation plans to review by the historic preservation officer who shall seek the advice of the historic design and review commission in instances where a historic tree is proposed to be removed. The commission may recommend additional replacement standards, recommend a cash payment to be deposited to the tree mitigation fund to offset the cost of future tree planting on public property, or recommend that the application for permit and tree preservation plan be denied. Provided, however that no later than thirty (30) days after the final application for removal of the historic tree was received, the Historic Preservation Officer shall advise the applicant by certified mail, return requested, or hand delivery of his decision. The final application will be deemed approved if not acted upon by the historic preservation officer before the expiration of the thirty-day time period herein established. Such action may be appealed pursuant to section 35-481 of this chapter.

- ~~(g)~~(f) **Mitigation/Alternative Mitigation Methods.** Significant or heritage trees may be removed in excess of the minimum preservation requirement contained in subsection (f) ~~(e)~~ provided the excess removal is properly mitigated. If mitigation is required to compensate for removing trees in excess of the number of diameter inches allowed to be removed within the surveyed area to be calculated for tree preservation under the minimum preservation requirements, the mitigation may be achieved in one of the ways prescribed in Table 523-2, below:

Table 523-2 Mitigation

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(A) Method	(B) Description	(C) Restrictions
Establishment and maintenance of new trees at the required ratio on-site	Significant 1:1 Heritage 3:1 All tree species of Ash (all Fraxinus species) Hackberry (all Celtis species) Huisache, Ashe Juniper and Mesquite will be mitigated at 1:1.	No more than twenty-five (25) percent of the replacement trees shall be of the same species for the purposes of mitigation. Replacement trees must be at least <u>one and one-half inch (1.5) DBH, three-inch diameter.</u>
Payment to the tree mitigation fund	<u>In lieu of meeting the minimum preservation or final canopy standards of this section, a payment to the tree mitigation fund may be provided in accordance with 35-C110. See subsection (n) of this section.</u>	<u>See subsection (o) subsection (n) of this section. Tree Mitigation Fund for the authorized collection and disbursement of these funds.</u>
Protection and maintenance of smaller trees within surveyed area	Protection and maintenance of existing trees within the surveyed area that are smaller than the size requirements for a protected tree.	Such trees must be at least two and one-half (2½) inches DBH. See column B ratios for diameter-inches required.
Protection and maintenance of natural areas within the surveyed area	Protection and maintenance of existing natural areas, i.e., prairie, steep-slope, etc.	Area(s) must contain desirable plants as determined by the city arborist and/or by Texas Parks and Wildlife Dept.

In considering a mitigation method, the city arborist may weigh the value of smaller trees, clumps of trees, and natural vegetation that could be retained to meet the requirements of this section, such as mitigation method above, or the amount of vegetation to be retained on the site and/or added according to a landscape plan to determine the extent additional trees may not be required. For these reasons, indiscriminate clearing of smaller trees and shrubs or understory is discouraged. Small tree species shall be mitigated based on the one trunk that is five (5) inches or greater for significant status and the one trunk that is twelve (12) inches or greater for heritage status. Small tree species that achieve heritage status shall be mitigated on a 1:1 basis.

(h) (g) 100-Year Floodplain(s) and Environmentally Sensitive Areas. Significant trees shall be preserved at eighty (80) percent preservation within both the 100-year floodplains and environmentally sensitive areas. Heritage trees shall be preserved at one hundred (100) percent preservation within both the 100-year floodplains and environmentally sensitive areas. The 100-year floodplain shall be determined by the floodplain administrator. Mitigation shall be prohibited in floodplains and environmentally sensitive areas except when a variance is granted

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by the Planning Commission. If trees are required to be removed by a governmental entity due to existing off-site conditions, then mitigation shall not be required by the applicant. The city arborist, the director of public works, the director of planning and development services, the Bexar County flood control division manager and one (1) representative from the Cibolo Creek Watershed, the Leon Creek Coalition, the Salado Creek Foundation, the San Antonio River Oversight Committee, and the Land Heritage Institute (for the Medina River) shall recommend a standard for treatment of drainageways, which standard shall be approved by the city council.

(i)(h) Tree Preservation Incentives. An individual may apply for, and subject to verification, shall receive incentives for tree preservation as follows:

- (1) **Parking Space Reduction.** Upon application and verification by the city arborist, an individual shall be entitled to a reduction in the minimum parking requirements of section 35-526 of this chapter to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements of section 35-526 of this chapter may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or mitigated on a site. The city arborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or his designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required by Table 526-3 may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state as in section 35-526. If used, the incentive provided by this subsection shall control over any other conflicting provision of this chapter.
- (2) **Sidewalks.** Where the director of planning and development services determines that preservation of trees warrants the elimination, reduction in width, or modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.
- (3) **Tree Cluster(s).** In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
 - A. Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches. ~~inch diameter.~~

- B. Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches. ~~inch diameter.~~
- (4) Landscape Credits. Landscape credits may be awarded as provided in section 35-511, above. Trees installed to meet the requirements of the Landscape Buffer §35-510 and/or Landscape ordinance §35-511 may be used to meet the requirements of the final tree canopy §35-523.
- (5) Understory. The city arborist, may determine that the preservation of existing predevelopment native understory plants together with trees grouped in significant stands or native "natural" areas may result in a reduction of new tree plantings needed to meet the requirements of tree canopy in subsection (e). Such areas may receive up to 1.5 tree canopy credit. In addition, such areas can be used to meet the landscape requirements and/or an increase of credit given for elective points and/or the elimination of an irrigation system requirement of §35-511. The city arborist may determine that the preservation of native understory plants together with trees grouped in significant stands may result in a reduction of new plantings needed to meet the landscape requirements and/or an increase of credit given for elective points and/or the elimination of an irrigation system requirement of section 35-511. Emphasis is on the preservation of said significant stands and accompanying native understory plants and therefore, the smaller tree diameters may be counted one (1) for one (1) in terms of meeting the minimum tree preservation requirements. It is at the discretion of the city arborist as to the maximum number of trees, less than the significant tree size, that may be allowed to be used for obtaining additional landscape points under this incentive.
- (6) Minimum Lot Size and Setbacks. The board of adjustment may waive the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
- A. Compliance with the minimum lot size or setback requirement is needed to preserve a significant tree or heritage tree; and
 - B. If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
 - C. The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements; and

- D. The resulting lot sizes or setbacks do not violate the master plan or the applicable neighborhood plan.
- (7) State Certification in Lieu of Compliance. The city arborist shall assist those who wish to have a site certified under the Texas Parks and Wildlife, Texas Wildscape Program in lieu of meeting city requirements in this division as long as twenty (20) percent of existing trees on-site are preserved.
- (8) Energy conservation credit. Planted or preserved large canopy shade trees (medium to large designated in Appendix E) located on the western or southern exposures of a habitable building may receive additional tree canopy credit for final tree canopy cover requirements. The trees must be located a minimum of 10 feet but a maximum of 30 feet in distance from the building. Tree canopy cover may be credited at 1.5 times the existing or newly planted trees meeting the aforementioned specifications.
- (9) Woodland canopy cover credit. Woodlands, as defined excluding regulatory floodplains, that are preserved beyond the minimum preservation requirements shall receive a tree canopy cover credit of 1.5 times the area and 2 times if the area joins with an abutting contiguous tree canopy area on the adjacent property. To receive credit, the adjoining properties must indicate tree save areas in perpetuity through subdivision platting or a dedicated conservation easement.
- (10) Significant Tree canopy credit. A canopy cover credit of 1.5 times the tree canopy area of a significant tree preserved beyond the minimum preservation requirements may be counted toward meeting the final canopy coverage using the tree survey method only.
- (11) Heritage Tree canopy credit. A canopy cover credit of 2.0 times the tree canopy area of a heritage tree preserved beyond the minimum preservation requirements may be counted toward meeting the final tree canopy coverage using the tree survey or tree stand delineation method. To use this credit when using the tree stand delineation method a heritage tree survey is required.
- (12) Athletic Fields shall be deleted from the gross area for the final tree canopy cover requirements, however the tree preservation requirements shall remain at 25% for both methods tree survey or tree stand delineation.

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- (13) Use of landscaped low impact development (LID) practices. A canopy cover credit of 1.5 times the existing canopy cover of trees shall be provided for areas where tree preservation is maintained in conjunction with LID practices such as the use of structured soils including infiltration trenches, bioswales, micro-bioretenion areas and where such locations receive appropriate amounts of stormwater runoff. To receive 1.5 times credit, the landscaped LID must be approved by application of §35-504 standards. Such LID areas may also be used to comply with the buffer and/or landscape requirements of §35-510 and §35-511.

Summary of Tree Canopy Credit Options:

	<u>Credit Amount</u> <i>(counted by multiplying the existing canopy cover of trees)</i>
<u>Understory Preservation</u>	<u>1.0 to 1.5</u>
<u>Energy Conservation</u>	<u>1.5</u>
<u>Woodland canopy</u>	<u>1.5 (on property)</u> <u>2.0 (with abutting property)</u>
<u>Significant tree canopy</u>	<u>1.5</u>
<u>Heritage tree canopy</u>	<u>2.0</u>
<u>Low impact development</u>	<u>1.5</u>

(i) Root Protection Zone.

- (1) **Root Protection Zone.** A root protection zone must be established around the trunk of each tree preserved or mitigation tree. For multi-family and nonresidential construction the root protection zone shall be an area defined by an average radius extending outward from the trunk of the tree a distance of one (1) linear foot for each inch (DBH). The root protection zone area shall be preserved at natural grade, with natural groundcover. No cutting, filling, trenching, root disturbance, soil disturbance, or construction impacts shall occur closer to the trunk than one-half (½) the root protection zone radius except in parking areas where approved alternative materials and methods are used, construction may be as close as five (5) feet from the root flares on one side of the tree. Filling shall be allowed to accomplish water conservation goals established by the City of San Antonio or by a public utility. Native understory vegetation within the root protection zone shall be preserved, however this requirement does not apply to root protection zone areas that have been landscaped using native, drought tolerant plants. The root protection zone may be shifted and clustered as long as there is no construction closer to the trunk than one-half (½) the root protection zone radius. The construction of sidewalks shall be allowed in the root protection zone, as long as excavation does not exceed three (3) inches.

The area contained within a root protection zone required under this subsection must be left in a pervious condition after construction and development are completed unless approved alternative construction methods are used. The arborist shall establish a written set of technical criteria on which such approval shall be based. These criteria will be updated at least every five (5) years with the assistance of a committee consisting of, at a minimum, the city arborist, the regional urban forester from the Texas Forest Service, a landscape architect and an engineer. During construction activity on the site, at least a six-inch layer of coarse mulch shall be placed and maintained over the root protection zone. The impervious cover may encroach within the root protection zone if said encroachment is approved by the city arborist.

- (2) Warranty. In lieu of establishing root protection zone(s) as prescribed in subsection 35-523(i) or adhering to alternate construction methods as approved by the city arborist, a developer or property owner may choose to provide a tree preservation warranty for multi-family and nonresidential construction only. In the event a developer or property owner chooses to provide a tree preservation warranty as provided for herein the owner of the property must provide a tree preservation warranty to the city arborist, which shall obligate the then owner of the property to replace any tree (or trees) reflected on the tree survey and which are the subject of the warranty. The term of the warranty shall be five (5) years from the date that a building permit is filed for building construction projects or five (5) years from the date construction is commenced for infrastructure improvements related to development projects. Each tree that is covered by a tree preservation warranty must be identified on a tree survey prepared in accordance with subsection 35-B123(c)(1)A and submitted with the tree preservation warranty. If any tree required to be preserved and which is the subject of a tree preservation warranty shall die during the term of the tree preservation warranty, the tree shall be replaced in accordance with the mitigation provisions of subsection 35-523(f). All replacement trees shall be planted in accordance with the standards set forth in subsection 35-523(l). The city may require such owner to replace a tree (or trees) that has died at any time during the term of the tree preservation warranty, and, if such owner fails to replace the tree within ninety (90) days of the city's written request to replace same, the city at its sole option may refuse to issue any new building permits, accept any development application, or accept any infrastructure improvements from such owner. Nothing in this subsection shall exclude any and all remedies otherwise provided by law.

The tree preservation warranty shall be filed in the records of the department of planning and development services of the city. A fee shall be assessed for each warranty tree identified on the preservation plan.

The seller of property subject to a tree preservation warranty shall provide a copy of the warranty and attached tree survey to prospective buyers.

(k) (j) Tree Protection During Construction.

- (1) Generally. It is the applicant's responsibility to insure that all parts of the tree preservation plan are transferred to each appropriate person concerned with the development project. All trees that will be credited for preservation shall conform to these standards including single-family residential construction. The City Arborist shall determine the credit ratio for any tree preserved in a single family residential construction in which roots are not fully protected and are not subject to the requirements of the root protection zone.
- (2) Protection Barrier. ~~Except for single-family residential construction a,~~ A protection barrier shall be erected at the edge of the root protection zone for all trees, understory and/or natural areas to be preserved to meet the requirements of the tree preservation, landscape and/or streetscape standards. The barrier shall be in place before any site work is initiated and maintained throughout the construction process. However, on one (1) side of the tree the protective barrier can be erected a minimum distance of sixty (60) inches from the trunk(s) of individual significant, heritage or mitigation trees or islands of such trees and understory and maintained until construction is completed. This protective barrier may be comprised of snow fencing, vinyl construction fencing, chain link, geotextile material or other similar sturdy material. During construction, no excess soil, additional fill, equipment, liquids or construction debris shall be placed inside the protective barrier nor shall any soil be removed within the barrier.
- (3) Grading. The proposed finished grade within the root protection zone of any tree to be preserved shall not be raised or lowered more than three (3) inches. Approved welling methods for tree preservation may be used within the root protection zone. Other welling and/or retaining methods may be used to protect and/or provide lateral support to the area outside the root protection zone.
- (4) Branch/Root Pruning and Wounded Trees. All broken branches and exposed roots two (2) inches in diameter or greater of significant, heritage or mitigation trees shall be cut cleanly and in accordance with ANSI-A300 standards. In the case of oak species, in order to prevent infection by oak wilt spores, wounds must be painted with an acceptable wound dressing within thirty (30) minutes.
- (5) Equipment/Vehicle Storage and Parking Areas. Prior to construction or land development, the developer or builder shall establish designated

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parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items, as well as stockpile areas for the storage of construction supplies and materials. The location and dimensions of said designated areas shall be clearly identified on construction and site plans and at the construction site.

(6) Boring of Utilities.

- A. For purposes of this subsection, "boring" means the practice of tunneling below the effective root system of a tree for the purpose of running underground utilities.
- B. Boring is permitted, but not required, under protected trees where needed to provide underground utility access. The minimum length of the bore shall be the width of the tree's canopy. The minimum depth is twenty-four (24) inches.

(7) Tree Protection Details. Tree protection notes and details shall be included on subdivision plans, tree preservation plans and/or landscape plans. The applicant shall also include tree protection notes and details with the bid documents given to the contractor.

(l) ~~(k)~~ **General Maintenance.** Significant, heritage, or mitigation trees must be maintained in a healthy condition at all times. The property owner is responsible for irrigating, fertilizing, pruning and other maintenance of all trees as needed. Except for residential development, mitigation trees that are planted on the property and that die within twelve (12) months of final inspection are subject to the mitigation requirements set forth in subsection (e) at a ratio of one-inch mitigation for every one (1) inch of a significant, heritage, or mitigation trees that dies. However, a significant or heritage or mitigation tree that dies from other than natural causes shall be mitigated at a ratio as defined in Table 523-2. Any tree that dies must be replaced with another living tree of the same category type or better within ninety (90) days after notification by the city. The director of planning and development services may extend this time period up to an additional ninety (90) days due to weather considerations. If the plants have not been replaced after appropriate notification and/or extension, the property owner shall be in violation of this section. If a public utility disturbs trees, it shall make every reasonable effort to preserve the trees and return them to their prior location and condition after the utility work is completed. If nonetheless, trees die, replacement is not the responsibility of the property owner if the death or destruction of the trees is due to the action of a public utility.

(m) ~~(4)~~ **General Planting Standards.**

- (1) Mitigation or replacement trees required by this section must have a minimum caliper of one and one-half inches (1.5") ~~three (3) inches~~

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measured six (6) inches above grade at the time of installation and, shall be planted in a pervious area of at least one hundred sixty-two (162) square feet per tree.

- (2) No artificial plant materials may be used to satisfy the requirements of this section.
- (3) For single-family residential construction, the two (2) trees required to be planted per residential lot shall be ~~class I trees, of one and one-half inches (1.5")~~ two (2) inches caliper, and shall be a species that matures to a minimum height of thirty (30) feet (Appendix "E") unless there is a conflict with overhead utilities where the trunk would be within twelve (12) feet of overhead utilities. In such incidences the tree will be from the small tree species as listed in Appendix "E". The two trees per lot shall be counted towards the final tree canopy requirement.
- (4) Plant materials required by this section must comply with the following minimum size requirements at the time of installation:
 - A. In satisfying the requirements of this section, the use of mulch material shall be provided at the time of planting.
 - B. Each replacement tree must be planted at least thirty (30) inches away from any impervious surface.
 - C. Plant areas must be protected from vehicular traffic through the use of concrete curbs, wheel stops or other permanent barriers.
- (5) Transplanting existing trees shall be considered an acceptable method for preserving a tree if:
 - A. The tree is a significant or heritage tree; and
 - B. The tree is transplanted on the same lot, parcel, or development site; and
 - C. The applicant provides a feasibility report prepared by a certified arborist or landscape architect which describes the following:
 - 1. Digging method;
 - 2. Relocation sites;
 - 3. Method of transport;
 - 4. Time of year transplanting will take place;

- 5. Storage methods (if any); and,
- 6. Maintenance programs before, during, and after transplanting.
- D. The applicant shall comply with the requirements of the feasibility report, which shall be considered a condition of the tree permit.

(6) No more than twenty-five (25) percent of the replacement trees shall be of the same species for the purpose of mitigation.

(n) (m) Variance Procedure.

- (1) Variances. Variances to the terms and requirements of this division may be granted by the city arborist where a literal enforcement of the provisions of this division will result in an unnecessary hardship. No variance may be granted unless:
 - A. Such variance will not be contrary to public interest;
 - B. Such variance will be in harmony with the spirit and purpose of this division;
 - C. The variance will not substantially weaken the general purposes of this division or the regulations herein established for the protection of trees; and
 - D. The variance granted is limited in scope of relief to only that which is necessary to relieve the hardship condition.
- (2) Request for Variance. An applicant ~~A person~~ who feels they qualify for a variance, under the conditions outlined in subsection (a) "applicability" above, from the literal application of this division to their property may request a variance from such application of one (1) or more of the provisions of this division. All requests for variances shall be made in writing to the city arborist, and shall include:
 - A. The subject of the requested variance; and
 - B. The justification for granting a variance.
- (3) Burden.
 - A. The party requesting a variance has the burden of demonstrating that sufficient evidence exists for the granting of a variance to

application of this division. The city arborist shall consider and provide a written response to all such requests for variances as quickly as possible but not more than thirty (30) days from the date a valid request for variance is received. The response shall be served by certified mail, return receipt requested, or by hand delivery.

- B. If granted. If a variance is granted as requested, or with modification, the recipient of the variance may develop their property according to all applicable provisions of this division, to the extent such provisions have not been waived or modified by the variance.

- (4) Appeal. Any person who properly requests a variance pursuant to this section and objects to the decision of the city arborist which denies all or part of the relief requested may appeal such denial to the director of planning and development services or his designee by filing a request for appeal within ten (10) working days from the date notice of denial is received by the requesting party. All such appeals shall be made in writing to the office of the director of planning and development services and shall include all pertinent information which the person requesting the appeal wishes to be considered. The director of planning and development services may require additional information from or request a meeting with the person making the appeal. The written decision of the director of planning and development services, or authorized designee, on the appeal shall be rendered within fifteen (15) working days and shall be delivered to the appealing party by certified mail, return requested, or by hand delivery. If the director of planning and development services or authorized designee fails to render an opinion on the appeal within the fifteen-day period, the relief requested in the appeal shall be granted.

- (5) Planning Commission.

- A. If the director of planning and development services denies all or part of the relief requested in an appeal, the aggrieved party may appeal to planning commission by filing a notice of appeal with the director of planning and development services ~~office of the city clerk~~ no later than the tenth working day following the party's receipt of the written decision of the director of planning and development services. ~~A true and correct copy of the notice of final appeal must also be filed with the office of the~~ The director of planning and development services who, upon receipt of such notice, shall immediately transfer copies of all documents and information relevant to the appeal to the executive secretary to the planning commission. The executive secretary of the planning commission shall schedule the hearing of the appeal at the earliest

available regularly scheduled meeting of the planning commission which will allow compliance with the requirements of the Texas Open Meetings Act.

- B. A decision of the planning commission ~~that is adverse to the applicant~~ shall be appealable ~~by the applicant~~ to the city council for final action by filing a notice of final appeal with the office of the city clerk no later than the tenth working day following the party's receipt of the written decision of the planning commission. A true and correct copy of the notice of final appeal must also be filed with the office of the director of planning and development services. The city clerk shall schedule the hearing of final appeal at the next available regularly scheduled meeting of the city council which will allow compliance with the requirements of the Texas Open Meetings Act.
- C. Where this division requires either the city or applicant to respond, or take other action, within a specific number of days, such calculation shall begin on the first working day after the date of receipt of the information that necessitated response or action.

(o) (n) Tree Mitigation Fund.

- (1) Fund Established. The director of finance is hereby directed to establish a dedicated account to be entitled tree mitigation fund (hereinafter the "fund").
- (2) Penalties. Section 35-493 of this chapter provides for sections imposing civil penalties in addition to criminal penalties. Civil penalties collected pursuant to such section shall be recorded in the fund created pursuant to this section, unless expressly prohibited by law. Likewise, all funds received from the payment of mitigation fees pursuant to subsection (g) ~~(f)~~ shall be recorded in the fund.
- (3) Use of Funds. The funds collected from civil penalties and mitigation fees in the fund shall be utilized to pay for the planting ~~and maintenance~~ of trees, to include a maintenance period not to exceed three years. Generated funds may be used by the City Forester to plant trees on public or private properties. Trees planted with mitigation funds shall not be used to meet any municipal code requirements for preservation, mitigation, landscaping, buffers, streetscape or other requirements. ~~The the~~ funding of tree preservation including the yearly digital imagery and planting programs ~~shall~~ be administered by the parks and recreation designated department and city forester. The director of the parks and recreation designated department shall seek the advice of the parks and recreation board open space committee in regard to the selection of projects to be

funded. A portion of the fund may be used, on an annual basis, to fund activities directed towards educating the public on the importance of trees in the environment, ecological issues and pollution prevention.

- (4) Funds to be Kept Separate. The balance within the fund shall be recorded and accounted for in a manner that distinguishes them from other general funds of the city and shall be disbursed in a manner consistent with the purposes for which this fund has been established. The balance of this fund shall not be transferred to the general fund at the end of each budget year, but rather, the balance remaining in the fund at the close of the city's fiscal year shall roll over and become the beginning balance for the next fiscal year.

(p) (e) Public Projects. Municipal and utility entities shall obtain a tree permit before any vegetation is removed or new construction activity takes place. Special attention will be given to the preservation of trees in public rights-of-way that are to help satisfy the objectives of the streetscape planting standards of this article (section 35-512). The city arborist shall approve an application for the reasonable removal of a protected tree in connection with construction, maintenance or repair of public facilities in or above a public street, alley, rights-of-way, easement or other public land.

- (1) Preservation Generally. A minimum of twenty-five (25) percent of all diameter inches of protected trees within the project boundary/limits must be preserved.
- (2) Calculations of Preservation Ratios. All percentages relating to preservation stated within this section shall be based the initial tree survey. Any subsequent redevelopment of public property must minimally preserve the applicable percentage of the total diameter inches of protected trees as indicated in the initial tree survey.
- (3) Tree Retention Ratio. A minimum of twenty (20) ~~ten (10)~~ percent of the total diameter inches within the surveyed area must be retained in their original location when possible. Removal of additional trees, up to the percentage prescribed in this section, requires mitigation (see subsection (f) "preservation" above).
- (4) Design, Diversity and Desirability. The location of all improvements shall be orientated by the applicant, to the extent the applicant determines possible, in a manner which allows for the preserving of the greatest number of trees and in doing so is encouraged to acquire rights-of-way in such a manner. Applicants are also encouraged to preserve trees to meet the landscape and streetscape standards. Also as the particular site conditions warrant, the applicant shall preserve a diversity of species.

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(q) (p) Tree Canopy Investment Fund.

- (1) Fund Established. The director of finance is hereby directed to establish a dedicated account to be entitled Tree Canopy Investment Fund.
- (2) Tree Canopy Investment Fund Fees.
 - (i) A fee of fifteen dollars (\$15.00) per lot shall be assessed for each residentially platted lot or for each residential building permit issued.
 - (ii) A fee of twenty-five dollars (\$25.00) per acre or portion thereof shall be assessed for each commercially platted lot or a fee of twenty-five dollars (\$25.00) per acre for each lot for which a commercial building permit is issued by the department of planning and development services.
 - (iii) Fees collected pursuant to the Tree Canopy Investment Fund shall be assessed at the time a tree permit is issued and recorded in the fund created pursuant to this section, unless expressly prohibited by law.
- (3) Use of Funds. The funds collected shall be utilized to pay for the planting and maintenance of trees to include a maintenance period not to exceed three years. Generated funds may be used by the City Forester to plant trees on public or private properties and the yearly digital imagery to proactively enhance the city's tree canopy area. In addition, 10 % of the funds collected will be kept in a separate budget line to be used for any litigation necessary in the enforcement of this section. The program is to be administered by the parks & recreation development services department ~~designated department~~. The director of the parks & recreation ~~designated department~~ and the city forester shall seek the advice of the parks and recreation board ~~advise~~ on the selection of projects to be funded.
- (4) Funds to Be Kept Separate. The balance within the fund shall be recorded and accounted for in a manner that distinguishes them from other general funds of the city and shall be disbursed in a manner consistent with the purposes for which this fund has been established. The balance of this fund shall not be transferred to the general fund at the end of each budget year, but rather, the balance remaining in the fund at the close of the city's fiscal year shall roll over into the balance for the next fiscal year.

(r) (q) Definitions. Definitions that appear below shall apply only to this section and shall prevail if in conflict with definitions found elsewhere in this chapter.

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100 year floodplain. Use of the term 100 year floodplain shall refer to the Regulatory floodplain as defined in Appendices A and F.

Environmentally sensitive areas. Areas that require protection of native landscape, plant life, wildlife or ecological values. Environmentally sensitive areas shall include steep slopes and riparian buffers.

Floodplain. Use of the term floodplain shall refer to the Regulatory floodplain as defined in Appendices A and F.

Minimum Canopy Unit. The smallest tree canopy area in square feet that can be designated on a tree preservation plan to receive preservation credit.

Riparian Buffer. Vegetated areas, including buffer strips, adjacent to the regulatory floodplain that help to shade and partially protect a stream, creek or tributary from the impact of adjacent land uses. Riparian buffers are measured as follows:

- 1) A 60 foot wide tree and understory preserve area parallel to the 100-year floodplain in the Edwards Aquifer Recharge Zone or Contributing Zone.
- 2) A 30 foot wide tree and understory preserve area parallel to the 100-year floodplain outside of the Edwards Aquifer Recharge Zone or Contributing Zone.

Spoil Activities. Disturbances to the earth that include any soil and/or earth material generated from grading and/or clearing a site as well as material in excess from a site subject to development.

Steep slope. A slope exceeding twenty (20) percent or 1 foot vertical for every 5 feet horizontal. For the purpose and applicability of the ESA, the steep slope area shall exceed a minimum of 0.5 acres.

Tree canopy. The outer limits of a tree's foliage consisting of leaves, branches and stems that cover the ground when viewed from above. This may also include understory vegetation.

35-A101. Generally.

Heritage tree. As described in subsection 35-523 (f) (d).

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Regulatory 100-year floodplain. The land within the community subject to a one (1) percent or greater chance of flooding in any given year flooding during a 100-year frequency storm event assuming ultimate development has occurred throughout the watershed. For the purposes of this section the The regulatory 100-year floodplain is limited to the reach of the stream which is designated as an area of special flood hazard on the currently effective FEMA Flood Insurance Rate Maps (FIRM Panels). NOTE: As the City's floodplain ordinance (Appendix F of the Unified Development Code) is approved by FEMA as a condition of participation in the National Flood Insurance Program (NFIP), the City's regulatory floodplain is considered FEMA's regulatory floodplain. (note: to be consistent with Appendix F, section 106)

* * * * *

Significant stand of trees and/or shrubs. See 35-523(f). ~~A group of class I trees that exceed a minimum of three (3) individual trees and have a minimum of one thousand (1,000) square feet of area associated with the stand.~~

* * * * *

Tree save area. An area left undisturbed in its natural condition pursuant to the tree preservation/tree stand delineation option.

* * * * *

Tree stand delineation. An optional alternative method for the "on-the-ground" tree survey and inventory required for the tree preservation plan using a current aerial photograph (a minimum resolution of six-inch pixels) with an overlay of the development. ~~The area shall have at least one (1) six-inch or greater caliper tree per three hundred twenty-five (325) square feet of land and where the branches and leaves form a continuous canopy and shall include areas with a continuous canopy of trees over an area of at least twenty thousand (20,000) square feet, and may be delineated through an aerial photograph. An area of contiguous wooded vegetation shall include both understory and protected trees. An outline of the tree area(s) and the portion of that area (the tree save areas with the associated understory) that are to be preserved to meet the requirements as per the tree preservation standards in section 35-523.~~

* * * * *

Woodland. For use within subsections 35-523(e)-(3), an area of contiguous wooded vegetation where trees are at a density of at least one (1) significant or greater caliper tree per three hundred twenty-five (325) square feet of land and where the branches and leaves form a continuous canopy. A woodland shall include areas with a continuous canopy of trees over an area of at least twenty thousand (20,000) square feet and with any dimension being not less than thirty-five (35) feet. A woodland may be delineated through an aerial photograph or a ground survey. A woodland shall include both understory and protected trees.

* * * * *

Woodlands tree save area. Any area identified to be saved through the use of the tree stand delineation process as an alternative to an "on-the-ground" tree survey and inventory with calculations.

* * * * *

35-B123- Tree Permit—Tree Preservation Plan Option.

- (a) **Number of Copies.** The applicant shall submit a tree preservation/affidavit application with three (3) sets of tree preservation plans, a survey showing the location of all significant, heritage, or mitigation trees, including clusters, an inventory with calculations, and tree protection notes as provided herein. The applicant shall also provide a Habitat Compliance Form consistent with section 35-B133, as applicable.
- (b) **Format.** The tree survey shall be drawn to scale with sufficient clarity to indicate the location and extent of the work proposed, and show in detail that it conforms to the requirements of this section. The survey shall be submitted on a tree preservation (TP) sheet(s) and shall relate to the civil drawings. A survey that cannot be drawn on a single sheet shall be drawn with appropriate match lines on two (2) or more sheets. A TP survey sheet may also include the tree inventory, calculations, and the tree protection notes at the discretion of the applicant. It shall be the responsibility of the permit holder to maintain a copy of the tree permit, the data and drawings required by this section, and the conditions of approval imposed by the city arborist readily available at the site at all times during which the authorized work is in progress. All tree preservation plans shall be submitted in the form required by the city arborist and shall contain and provide tree protection notes, details and specifications clearly indicating the trees which will remain and the trees which are to be removed.
- (c) **Contents.**
 - (1) The tree preservation plan contains three (3) components: a tree survey, the tree inventory, and the tree protection notes.
 - A. Multi-family residential, commercial and other development:
 - 1. **The Tree Survey.** The tree survey shall, at a minimum, provide the following:
 - i. A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north

arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;

- ii. The location, species and size in diameter inches of each significant, heritage, (see subsection 35-523(f) ~~35-523(d)~~) or mitigation trees, and any cluster or natural areas used to meet the requirements within the project area. Each tree is to be given a unique number which cross references or identifies the trees in the inventory. Warranty trees are to be clearly labeled on plan and inventory.
- iii. The location of property lines, existing site grades and proposed site grades, location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
- iv. Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features; including environmentally sensitive areas such as steep slopes, regulatory floodplain or riparian buffers with the applicable 60 or 30 foot preserve area.
- v. The location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials; and
- vi. The location of all improvements and their proximity to significant or heritage trees.

2. The Tree Inventory. A tree inventory shall include:

- i. The diameter inches of and species of each significant, heritage, (see subsection 35-523(f) ~~35-523(d)~~) or mitigation trees and optional cluster trees; tree number, species, DBH, location, and disposition of each tree;
- ii. Reasons for removal of any such trees;

- iii. Calculations indicating total diameter inches, inches preserved, and percent preservation, with a delineation of significant and heritage trees; and
- iv. The tree designation (significant or heritage tree) and desirability percentage.
- v. The tree planting designation (quantity, size and type) and desirable location.

3. **The Tree Protection Notes.** The tree protection notes shall include written information containing acceptable activities on the site and within the root protection zone of each tree, cluster or natural area to be preserved to meet the requirements for this standard, including:

- i. Details and graphics illustrating the protective measures such as fencing and alternative construction methods; and
- ii. Specifications denoting the criteria for methods and materials used for tree protection.

B. Residential:

- 1. **The Tree Survey.** ~~For lots located inside the city limits, the developer or property owner must provide a tree survey of the area contained in the front and rear yard setbacks, as established in the lot layout standards of this chapter, of the lots that are to be made ready for construction. For such lots located in a planned unit development, the developer or property owner must provide a tree survey of that portion of the front and rear yards within twenty (20) feet of the front and rear property lines respectively. For lots that are to be made ready for construction located outside the city limits, but in the ETJ and/or a planned unit development, the developer or property owner must provide a tree survey of that portion of the front and rear yards within twenty (20) feet of the front and rear property lines respectively.~~ The tree survey shall, at a minimum, provide the following:
 - i. A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;

- ii. A current aerial photograph (a minimum resolution of six-inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards;
 - iii. The location of property lines, existing grades and proposed grades, location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
 - iv. Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features;
 - v. The location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials;
 - vi. The location of all improvements and their proximity to significant or heritage trees; and
 - vii. Location, size, and species of all heritage trees.
2. The Tree Inventory. A tree inventory shall include:
- i. The calculations for the preservation ratio of trees to be preserved; and
 - ii. Reasons for removal of any such trees.
 - iii. The tree planting designation (quantity, size and type) and desirable location.
3. The Tree Protection Notes. The tree protection notes shall include written information containing acceptable activities on the site and within the root protection zone of each tree, cluster or natural area to be preserved to meet the requirements for this standard, including details and

graphics illustrating the protective measures such as alternative construction methods.

Sec. 35-B124. - Tree Permit—Tree Affidavit Option.

In lieu of a tree permit, a notarized tree affidavit with fees and required information may be submitted verifying that no significant or heritage tree required to be counted for calculating minimum tree preservation requirements will be damaged or removed as a result of the application or receipt of the approval requested. The applicant shall also provide a habitat compliance form consistent with section 35-B133, as applicable.

- (a) **Number of Copies.** The applicant shall submit a tree preservation/affidavit application with one (1) copy at the platting stage and three (3) sets at the building permit stage.
- (b) **Format.**
 - (1) A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan,
 - (2) Any aerial photograph that cannot be plotted on a single sheet shall be plotted with appropriate match lines on two (2) or more sheets. A tree preservation survey sheet may also include the tree area calculations and the tree protection notes at the discretion of the applicant. It is the applicant's responsibility to insure that all parts of the tree preservation plan are transferred to each appropriate person concerned with the development project.
- (c) **Contents.**
 - (1) A current aerial photograph (a minimum resolution of six-inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards; and
 - (2) The location of property lines, existing grades and proposed grades, location and widths of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project; and
 - (2) Basic descriptive information regarding the vegetation type(s) that are within the existing tree area(s).

Sec. 35-B125. - Tree Permit—Tree Stand Delineation Plan Option.

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As an alternative option to the tree preservation plan, a tree stand delineation plan may be submitted. The tree stand delineation plan ~~that is required with the master development plan~~ shall include at a minimum a current aerial photograph, satellite, photographic, or digital imagery and stored and analyzed by computer generated software such as but not limited to ArcView or AutoCAD with a minimum resolution of six-inch pixels with a scale of one inch equals four hundred feet (1" = 400'), and additional information contained herein. The applicant shall also provide a habitat compliance form consistent with section 35-B133, as applicable.

- (a) Number of Copies. The applicant shall submit a tree preservation/affidavit application with three (3) sets of the tree stand delineation plan.
- (b) Format.
 - (1) A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;
 - (2) A tree preservation plan sheet with a current aerial photograph (a minimum resolution of six-inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards; and
 - (3) Any aerial photograph that cannot be plotted on a single sheet shall be plotted with appropriate match lines on two (2) or more sheets. A tree preservation survey sheet may also include the tree area calculations and the tree protection notes at the discretion of the applicant. It is the applicant's responsibility to insure that all parts of the tree preservation plan are transferred to each appropriate person concerned with the development project.
- (c) Contents.
 - (1) The location of property lines, existing grades and proposed grades, location and widths of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
 - (2) Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features, including environmentally sensitive areas such as steep slopes and riparian buffers with the applicable 60 or 30 foot preserve area.

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- (3) Basic descriptive information regarding the vegetation type(s) that are within the existing tree area(s) and within those areas that are to be preserved; and
 - (4) Tree protection notes, details and specifications that include the written and graphic information of acceptable and non-acceptable activities on the site and within the tree save areas to be preserved to meet the requirements for this standard.
- (3) Tree Stand Delineation Plans shall identify all heritage trees and tabulate total diameter inches and shall calculate final tree canopy cover with planted trees. The tree planting plans shall include designation (quantity, size and type) and desirable location.

Sec. 35-B126. - Reserved.

Sec. 35-B127. - Tree Permit—Public Project Preservation Plan.

- (a) Number of Copies. A tree preservation plan shall consist of an aerial photograph (where applicable) and one (1) set of construction documents with the contents prescribed herein. The applicant shall also provide a habitat compliance form consistent with section 35-B133, as applicable.
- (b) Format. The aerial photograph and the construction documents shall be at a scale with sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it conforms to the requirements of this section. The plan shall be submitted on sheets of a size not to exceed thirty by forty-two (30 x 42) inches. A plan which cannot be drawn in its entirety on a single sheet shall be drawn with appropriate match lines on two (2) or more sheets with one (1) sheet illustrating the scope of the entire project.
- (c) Contents. The tree preservation plan shall include the following information:
 - (1) A current aerial photographs (where applicable) at a minimum of six-inch pixel with an overlay of the project alignment and all easements;
 - (2) A vicinity map, existing grades and proposed grades, location of project lines, and dimensions of the project rights-of-ways and/or all easements, and delineation of the proposed limit of clearance;
 - (3) Project name, street address, legal description, date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;
 - (4) The location, species and size in diameter inches of each Significant or Heritage trees within the project area as defined in subsection 35-523(f)

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35-523(d). Each tree is to be given a unique number which cross references or identifies the trees in the inventory;

- (5) Location of any mitigation trees to be planted within the project area;
- (6) Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features; including environmentally sensitive areas such as steep slopes and riparian buffers with the applicable 60 or 30 foot preserve area.
- (7) The location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
- (8) A summary table indicating the total number, diameter inches, and species of protected trees to be removed within the project area;
- (9) Description of tree and tree clusters that may be impacted by any construction activity or fifteen (15) feet from any proposed improvements;
- (10) Location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials;
- (11) For applications that require boring of utilities, show bore pit areas so that the minimum distance of the bore is outside the canopy of the trees or tree clusters and that the minimum depth of the bore shall be twenty-four (24) inches or greater; and
- (12) Tree and understory preservation notes, specifications, and details.

* * * * *

35-C110. Tree Preservation Fees.

The following fees are established for purposes of issuing permits or taking related actions for purposes of the tree preservation standards. All fees shall be paid prior to issuance or certification of the action taken, and shall be earmarked as provided in section 35-C101, above.

Basic Fees

	Residential	Commercial
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Tree Permit	\$35.00/Lot \$2,000.00 Maximum	\$75.00/Acre
Affidavit Option 1 No Protected Trees	\$35.00/Lot \$1,000.00 Maximum	\$75.00/Acre \$2,000.00 Maximum
Plan Review Fee	\$100.00	\$100.00-\$75.00
Tree Preservation Preliminary Plan Review	\$100.00	\$100.00 Per hour (One (1) hour minimum

Miscellaneous Fees

Tree Certification Credit	\$100.00/project & \$1.00/inch (Tree Mitigation Fund)
Tree Mitigation	<u>\$200.00/inch using</u> <u>the 1:1 ratio for</u> <u>\$100.00/inch</u> Significant Trees (Tree Mitigation Fund) <u>\$200.00/inch and a</u> <u>3:1 ratio for</u> <u>\$300.00/inch</u> Heritage Trees (Tree Mitigation Fund)
Tree Maintenance License	\$165.00/Three Years - Regular License (Four Hours Continuing Education) \$60.00 Temporary License

35-F106 Special Floodplain Definitions

Regulatory floodplain is the land within the community subject to a one (1) percent or greater chance of flooding in any given year assuming ultimate development has occurred throughout the watershed. For the purposes of this section the regulatory floodplain is limited to the reach of the stream which is designated as an area of special flood hazard on the currently effective FEMA Flood Insurance Rate Maps (FIRM Panels). NOTE: As the city's floodplain ordinance (this Appendix F of the Unified

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Development Code) is approved by FEMA as a condition of participation in the National Flood Insurance Program (NFIP), the city's regulatory floodplain is considered FEMA's regulatory floodplain.

SECTION 5. All other provisions of Chapter 35 of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by this ordinance.

SECTION 6. Should any Article, Section, Part, Paragraph, Sentence, Phrase, Clause, or Word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

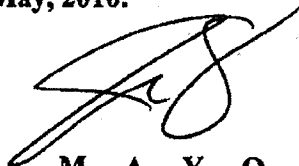
SECTION 7. The City Clerk is directed to publish notice of these amendments to Chapter 35, Unified Development Code of the City Code of the City of San Antonio, Texas. Publication shall be in an official newspaper of general circulation in accordance with Section 17 of the City Charter.

SECTION 8. The publishers of the City Code of San Antonio, Texas are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

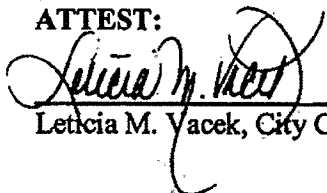
SECTION 9. This ordinance shall be effective the 1st day of January, 2011 as it applies to the public education districts participating in the interlocal agreement relating to development procedures approved by ordinance #2009-09-03-0690.

SECTION 10. This ordinance shall be effective the 1st day of June, 2010.

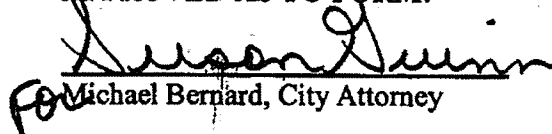
PASSED AND APPROVED this 6th day of May, 2010.

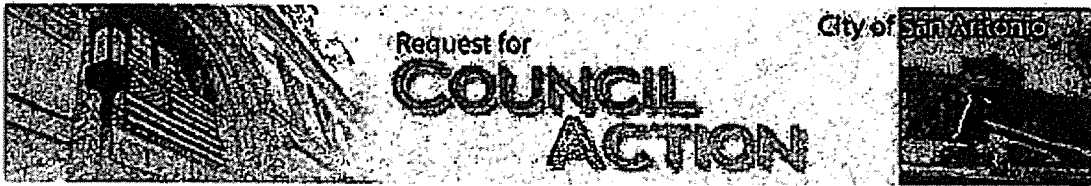

M A Y O R
Julián Castro

ATTEST:


Leticia M. Yacek, City Clerk

APPROVED AS TO FORM:


for Michael Bernard, City Attorney



Agenda Voting Results - 5

Name: 5							
Date: 05/06/2010							
Time: 04:34:19 PM							
Vote Type: Motion to Appr w Cond							
Description:		An Ordinance amending Chapter 35 of the City of San Antonio Code, the Unified Development Code ("UDC"), relative to tree preservation requirements and the attainment of tree canopy goals for San Antonio and its extraterritorial jurisdiction ("ETJ"). [T.C. Broadnax, Assistant City Manager; Roderick Sanchez, Director, Planning and Development Services]					
Result: Passed							
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Leticia Cantu	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x			x	
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x				

Name: 5							
Date: 05/06/2010							
Time: 04:29:47 PM							
Vote Type: Amendment 1							
Description:		An Ordinance amending Chapter 35 of the City of San Antonio Code, the Unified Development Code ("UDC"), relative to tree preservation requirements and the attainment of tree canopy goals for San Antonio and its extraterritorial jurisdiction ("ETJ"). [T.C. Broadnax, Assistant City Manager; Roderick Sanchez, Director, Planning and Development Services]					

		Services]					
Result:		Passed					
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Leticia Cantu	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Name:		5					
Date:		05/06/2010					
Time:		04:29:14 PM					
Vote Type:		Amendment 2					
Description:		An Ordinance amending Chapter 35 of the City of San Antonio Code, the Unified Development Code ("UDC"), relative to tree preservation requirements and the attainment of tree canopy goals for San Antonio and its extraterritorial jurisdiction ("ETJ"). [T.C. Broadnax, Assistant City Manager; Roderick Sanchez, Director, Planning and Development Services]					
Result:		Passed					
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Leticia Cantu	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				

Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-766691

Date Filed:
06/15/2021

Date Acknowledged:

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

Medina Revitalization Initiative, LLC
San Antonio, TX United States

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

Medina County

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

MED CTY FWSD NO.5 - 381 AGMT
Chapter 381 Agreement with Medina County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Medina Revitalization Initiative, LLC	San Antonio, TX United States	X	
	Hartman, Gordon	San Antonio, TX United States	X	
	Brown & Ortiz, PC	San Antonio, TX United States		X
	Ortiz, Daniel	San Antonio, TX United States		X
	DeAnda, Kevin	San Antonio, TX United States		X

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)