

H1 & H2  
3

SNEED, VINE & PERRY  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
ESTABLISHED 1926

900 CONGRESS AVENUE, SUITE 300  
AUSTIN, TEXAS 78701

TELEPHONE (512) 476-6955

FACSIMILE (512) 476-1825

Writer's Direct Dial:  
(512) 494-3135

Writer's e-mail address:  
rkleeman@sneedvine.com

December 8, 2016

via email

Board of Adjustment  
c/o Leane Heldenfels  
Development Services Department  
1<sup>st</sup> Floor/Development Assistance Center  
P.O. Box 1088  
Austin, Texas 78767

Re: C15-2015-0147 and C15-2015-0168; 8901 West Hwy 71, Austin, Texas 78736

Dear Chairman Burkhardt and Members of the Austin Board of Adjustment:

This firm represents the appellants in the above referenced appeals ("Appellants"). At the December 9, 2015 hearing on the appeal of the outdoor amphitheater, the Board directed the Appellants and LifeAustin to attempt to negotiate an agreement regarding the use and impacts of the outdoor amphitheater. As you know, representatives of these parties have requested multiple postponements to allow additional time to reach an agreement to resolve the appeal.

After five months of direct negotiations, the parties agreed to mediate with Dean Kilgore as the mediator. LifeAustin insisted that the mediations be conducted under the mediation rules of the Texas Civil Practices and Remedies Code and the Appellants agreed. The first mediation, held on June 28, 2016, lasted twelve hours but did not yield an agreement. A second mediation, held on July 28, 2016, lasted thirteen hours and yielded an agreement among the parties ("Mediated Agreement"). A copy of the Mediated Agreement is attached.

The Mediated Agreement obligates LifeAustin to construct and implement additional sound mitigation structures at the outdoor amphitheater. In exchange, the Appellants agree to drop the two appeals after the sound mitigation measures are completed.

As you will see, the Mediated Agreement calls for the negotiation of several provisions, including how to monitor sound levels and enforcement. Upon the negotiation of the outstanding provisions, the parties are to enter into a final Compromise and Settlement Agreement ("Final Agreement"). The Mediated Agreement is an enforceable contract under Texas law.

Pursuant to the Mediated Agreement, the parties met with City staff in August regarding possible City enforcement of the Final Agreement. Beginning in late August and through mid-October, the parties exchanged several drafts of a Final Agreement. Negotiations through

H1 e#2  
4

exchanging drafts were difficult, but progress was made on many issues. Unfortunately, the parties were not able to reach agreement on several key issues.

The parties appear to be at a stalemate on whether to return to mediation or negotiations on the Final Agreement. The Appellants have requested a return to mediation and LifeAustin is refusing that request. Attached are my November 28, 2016 letter requesting a return mediation, the November 30, 2016 letter from LifeAustin's attorney and my responding December 2, 2016 letter. These letters lay out each side's perspective on returning to mediation.<sup>1</sup>

Under the Mediated Agreement, "the parties agree to reconvene the mediation if a dispute arises regarding the further documentation, conclusion or performance of this settlement . . ." The Appellants are in a quandary as to how to proceed before the Board. The Appellants remain committed to complying with the Mediated Agreement and want to return to mediation to resolve the remaining issues. The Appellants are not interested in terminating the Mediated Agreement. Mr. Weisbart's November 30, 2016 letter speaks for itself on LifeAustin's position.


The Appellants request a postponement of their two cases until the Board's February 2017 meeting to provide an opportunity for the parties to return to negotiations and, if necessary, return to mediation. Additionally, I cannot attend the Board's January 2017 meeting due to vacation plans. Anticipating that the Board would be equally perplexed about the current circumstances, the Appellants have not urged or asked their members to attend the December 12, 2016 Board of Adjustment meeting.

Since it has been a year since the December 9, 2015 hearing and there are several new members on the Board, I have attached a copy of a transcript of the December 9<sup>th</sup> hearing. I ask that this letter and the attachments be added to record of the appeal regarding the outdoor amphitheater.

I hope the Board will be able to provide the parties guidance on how to proceed.

Sincerely,

SNEED, VINE & PERRY,  
A PROFESSIONAL CORPORATION

By:   
Robert J. Kleeman

RJK:dm  
enclosures

<sup>1</sup> The Appellants do not agree with many of the statements in Mr. Weisbart letter but these differences are not germane to the problem before the Board.

SNEED, VINE & PERRY  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
ESTABLISHED 1926

900 CONGRESS AVENUE, SUITE 300  
AUSTIN, TEXAS 78701

TELEPHONE (512) 476-6955

FACSIMILE (512) 476-1825

Writer's Direct Dial:  
(512) 494-3135

Writer's e-mail address:  
rkleeman@sneedvine.com

December 2, 2016

Via email only

Geoff Weisbart  
Weisbart Springer Hayes, LLP  
212 Lavaca, Suite 200  
Austin, Texas 78701

Re: Agreement between LifeAustin and Covered Bridge POA and Hill Country Estates HOA;  
November 30, 2016 Draft Final Agreement

Dear Geoff:

The Covered Bridge Property Owners Association and the Hill Country Estates Home Owners Association (collectively, the Associations) have instructed me to respond to your November 30, 2016 letter.

In your letter you state: "The Church simply needs to know whether it has an agreement with the HOAs, and if not, it is time for a vote of the BOA." The simple answer is the Memorandum of Settlement Agreement signed by the Associations and your client on July 28, 2016 (Mediated Agreement) is the agreement between the parties. As you well know, the Mediated Agreement is an enforceable contract pursuant to Section 154.071 of the Texas Civil Practices and Remedies Code.

The Mediated Agreement identifies several issues that require further negotiation that will be included in a final agreement described in Section 2 of the Mediated Agreement as "... a formal compromise and settlement agreement reflecting the terms hereof." (Final Agreement)

Section 3 of the Mediated Agreement states: "The parties agree to reconvene the mediation if a dispute arises regarding the further documentation, conclusion or performance of this settlement (but this provision does not imply that this agreement is not otherwise enforceable according to its terms)."

The negotiation of the Final Agreement has been difficult and contentious due to the complexity of the issues and the mutual mistrust between the parties, as evidenced by the tenor and content of your November 30, 2016 letter. As you know, several drafts of the Final Agreement were exchanged between late August and early October. As suggested in your October 10, 2016 letter, it had become apparent that the process of exchanging drafts was unlikely to facilitate reaching an agreement on the terms of a Final Agreement.

In response to your suggestion to reconvene mediation with Dean Kilgore, the Associations asked for a face to face meeting with LifeAustin, including attorneys, but without a mediator. The Associations felt that a face to face meeting with representatives of LifeAustin would create an opportunity for better communication and understanding between the parties; especially after the extraordinarily lengthy and difficult 25 hours of mediation (with less than 2 hours of direct communications between the parties) and the two months of exchanging draft documents.

LifeAustin agreed to a face to face meeting and both sides worked together to identify the priority of issues to be discussed at the November 10, 2016 meeting. The first and most important issue for the meeting

H1-2  
4

was how the Associations would be able to monitor the front of house sound limit established in the Mediated Agreement.

Shortly after the beginning of the November 10<sup>th</sup> meeting, representatives of the Associations and LifeAustin met face to face (with attorneys present) to discuss various aspects and capabilities of the permanent sound level monitoring system at the outdoor amphitheater. It was a cordial and productive discussion lasting less than forty-five minutes. Unfortunately, the parties never met face to face again that day. Instead, you shuttled back and forth between the parties. The meeting ended with no agreement on monitoring sound levels or any other issue and with all parties experiencing high levels of frustration.

Over the ensuing weekend, the Associations assessed the failure of the November 10<sup>th</sup> meeting and determined that returning to mediation was the only viable path to successfully completing the Final Agreement. At the Board of Adjustment meeting on November 14<sup>th</sup>, I informed you of the Associations' intent to request a return to mediation. You responded positively to a return to mediation. On November 15<sup>th</sup>, I sent you an email conveying the Associations' formal request to return to mediation and a request for confirmation that LifeAustin would return to mediation. On November 28<sup>th</sup> I sent you a letter asking again for a response to the Associations' request to return to mediation.

In your responding letter of November 30<sup>th</sup> you assert that LifeAustin is no longer contractually obligated to participate in mediation because LifeAustin and the Associations modified Section 3 of the Mediated Agreement by meeting without a mediator. It is, frankly, absurd to say that the parties engaging in further negotiations, as contemplated by the Mediated Agreement, somehow waived or amended the specific agreement to engage in mediation. The Associations have never agreed to amend Section 3 or any other material provision of the Mediated Agreement because no such amendment has ever been discussed or even proposed.

Likewise, you know that the draft Final Agreement transmitted with your November 30<sup>th</sup> letter is not acceptable to the Associations. This "accept our terms or else" tactic reasonably appears to be an attempt to intimidate the Associations.

While the negotiating process has been frustrating, tiresome and more recently fraught with harsher rhetoric, the Associations remain fully committed to meeting their obligations under the Mediated Agreement. On behalf of the Associations, I respectfully request that LifeAustin abandon its threatening positions and return to mediation. Based on our previous discussions, I believe there are only a few issues to negotiate. Resolving these last issues may be difficult, but not impossible if the parties negotiate in good faith.

I hope from you as soon as possible.

Sincerely,



Robert J. Kleeman

RJK/dm

cc: Mike Kirk  
Kim Butler

November 30, 2016

H1+2  
7

**VIA EMAIL: rkleeman@sneedvine.com**

Robert Kleeman  
Sneed, Vine & Perry  
900 Congress Avenue, Suite 300  
Austin, Texas 78701

**Re: LifeAustin Church, the Hill Country Estates Home Owners Association and  
the Covered Bridge Property Owners Association**

Dear Robert:

This letter is intended to respond to your November 15, 2016 email and the included request to return to mediation.

I hope you will recall, that on October 10, 2016, I wrote to you as counsel for the HOAs, requesting a return to mediation so that we could finalize the draft Agreement. After your receipt of my letter, you indicated to me that the HOAs declined the request to return to mediation, instead asking to meet without a mediator, opting out of the re-mediation requirement. You told me that your clients did not want to incur the cost and time associated with another mediation session.

Despite having made the mediation return request, the Church agreed to the HOAs' request to opt out of the re-mediation requirement. You might also recall that once the Church agreed to the re-mediation opt out request, the HOAs then placed several demands on the Church before the HOAs would even attend the meeting. One of those demands was that Pastor Randy Phillips had to be in attendance for the full scheduled time set aside for the meeting. The Church agreed, and Pastor Phillips set aside time to meet with the HOAs, as did four other Church representatives. Another demand made by the HOAs after the Church agreed to the opt out request was the deletion of certain language in two paragraphs of Section 2 of the then current draft Agreement. Again, the Church agreed to the demands of the HOAs, without any further negotiation, to help bring about the meeting and see whether the draft Agreement could be finalized. All we asked was for the HOAs to be prepared to finalize the Agreement at the meeting.

The Church then met with the HOAs and yourself at our offices for our scheduled four hour meeting. I had made it clear to you that the Church was coming to the meeting, with the intent of completing and signing the Agreement, so that the Church could begin the process of finishing the work described in the sound mitigation plan. I even spent ninety minutes with you before the meeting, going over the draft, to help identify issues that you wanted to address at the



November 30, 2016

Page 2

H1-2  
8

meeting. During our call, you even indicated that you wanted to re-negotiate the enforcement terms you provided, which the Church had accepted.

Unfortunately, at the meeting, the HOAs did not seem to even get past their first issue, access to logs, despite the fact that we went over the prescribed time limit by two hours. From the Church's perspective, the time in the meeting was spent not on moving the ball forward to allow for the construction of the Plan improvements, but on changing log demands by the HOAs that seemed to be inconsistent and difficult to discern. Please recall that the HOAs even, two days before our meeting, threatened to not show up if full online access to the logs was not agreed to by the Church-something that I had to advise you was clearly not contemplated in the mediation agreement.

As you know, no agreement was reached at the meeting. Now it appears the HOAs will be asking for another postponement of the BOA vote, and have now asked to disregard their request to opt out of the re-mediation requirement. I hope you can appreciate that from the Church's standpoint, the process of negotiation of the final details of the Agreement have become too monocular, too detailed and too maddening to seemingly come to a final signed Agreement with the HOAs. The Church simply needs to know whether it has an agreement with the HOAs, and if not, then it is time for a vote of the BOA.

So, in an effort to try one last effort to complete the Agreement, the Church reviewed the comments you provided to me in our lengthy phone call, and went back to modify the final draft, so that the HOAs can be made aware of what the Church will accept and agree to. I am enclosing the Agreement, with the changes you requested that the Church will accept. Upon execution of this Agreement by the HOAs, the Church will begin to seek approval for and build the sound mitigation components of the Plan, all of which will materially benefit the members of the HOAs.

To date, the evidence has been quite clear that the Church has been in full compliance with the City noise ordinances and all City of Austin requests. The Plan represents a sincere effort by the Church to comply to even higher standards than it lawfully must comply with. The Plan also provides for additional sound reduction, something it is not required to provide. I suspect that the attached Agreement does not contain every little non-material item that you or the HOA representatives wanted in the final Agreement, but I hope you and the HOA representatives will balance the benefit of what the HOAs are receiving with the reality that the Church is fully compliant with all noise ordinances and with all laws. The Church is not required to extend these concessions, but has done so to try and make things better for everyone.

The Church is prepared to sign the Agreement, upon notice that the HOA representatives have signed the Agreement. The Church will then begin the process of obtaining approvals to build the plan, make the initial changes required under the Plan, build the improvements and at the prescribed time, record the Memorandum as a restrictive covenant.



November 30, 2016

Page 3

H142  
9

Please understand that the Church, in light of what has occurred, does not believe it has an obligation to re-mediate the drafting disagreement. In the event that the HOAs do not agree to execute the Agreement, the Church will ask that the BOA proceed to a vote on December 12.

The Church simply asks that if the Agreement is going to be accepted, that it be signed and returned by the HOAs by 5:00 p.m. CST, Monday, December 5, 2016. If we do not receive the Agreement executed by the HOAs by 5:00 p.m. CST on December 5th, we will assume your clients are refusing to execute the Agreement and the Church will proceed accordingly.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoffrey D. Weisbart", written over a horizontal line.

Geoffrey D. Weisbart

Enclosure

c: Steve Metcalfe (*Via Email – smetcalfe@mwswtexas.com*)  
Michele Rogerson Lynch (*Via Email – mlynch@mwswtexas.com*)  
Nicole LeFave (*Firm*)

SNEED, VINE & PERRY  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
ESTABLISHED 1926

900 CONGRESS AVENUE, SUITE 300  
AUSTIN, TEXAS 78701

TELEPHONE (512) 476-6955

Writer's Direct Dial:  
(512) 494-3135

FACSIMILE (512) 476-1825

Writer's e-mail address:  
rkleeman@sneedvine.com

November 28, 2016

Mr. Geoff Weisbart  
Weisbart Springer Hayes  
212 Lavaca Street, Suite 200  
Austin, Texas 78701

*via email: gweisbart@wshllp.com*

Re: Settlement negotiations between LifeAustin Church, the Hill Country Estates  
Home Owners Association and the Covered Bridge Property Owners Association

Dear Geoff:

At the November 14, 2016 Board of Adjustment meeting, I informed you that my clients intended to request a return to mediation to resolve the outstanding issues to achieve a final agreement pursuant to the mediated settlement agreement. On November 15, 2016, I sent you an email confirming my clients' request to return to mediation with Dean Kilgore. I also conveyed my clients' desire to hold the mediation before the December 12<sup>th</sup> meeting of the Board of Adjustment.

In my November 15, 2016 email I requested confirmation that your client is willing to return to mediation. So far I have not received any response to my request for such confirmation. I understand from your office that you were out of the country for a portion of the week of November 14<sup>th</sup> and that last week was a short week due to Thanksgiving, but it has been two weeks since I presented my clients' request to return to mediation. I again request written confirmation that your client is willing to return to mediation. If I do not receive the requested confirmation by November 30, 2016, my clients will have no alternative but to conclude that your client is not willing to return to mediation pursuant to the mediated settlement agreement.

I look forward to hearing from you by November 30, 2016.

Sincerely,



Robert J. Kleeman

RJK/dm

cc: Covered Bridge POA  
Hill Country Estates HOA

November 23, 2015

H1d2  
11

**VIA E-MAIL**

City of Austin Board of Adjustment  
c/o Leanne Heldenfelds  
Board of Adjustment Liaison  
City of Austin  
One Texas Center, 5th Floor  
505 Barton Springs Road  
Austin, Texas 78704

Re: Interpretation Appeal, 8901 State Highway 71 West (LifeAustin Church), case number c15-20150147

Dear Members of the Board of Adjustment:

This firm, together with the law firm of Metcalfe Wolff Stuart & Williams, LLP, represents LifeAustin Church ("the Church") in the above-referenced matter. By way of this letter, the Church intends to correct several of the misstatements contained in Appellants' filings, and bring to your attention several important matters of fact and law that are relevant to your review of Director Greg Guernsey's decision to allow the Church to build and use the LifeAustin Amphitheater ("the Amphitheater") for religious assembly purposes.<sup>1</sup>

**I. Factual Background**

The arts, and music in particular, are an essential aspect of the Church's ministry. One of the Church's guiding principles is to think and act on the imaginative ideas of the Holy Spirit in all that it does, including the expression of art, dance, drama, and music. In addition to worshipping through songs, music is part of the way in which members of the Church prepare their hearts and minds to hear the word and to respond to that word. The Amphitheater exists to bring transformation to the community through the arts given by the Creator, in an outdoor setting that brings members closer to the Creator. For this reason, each event at the Amphitheater involving the arts is a praise and worship service. The Church also believes that the Amphitheater and the type of modern Christian events it holds helps the Church with its mission to bring people to the Church who likely would not come to a more traditional church. The Amphitheater is a key component in the Church's mission to spread its seeds of faith. See Exhibit A, Declaration of Pastor Randy Phillips.

<sup>1</sup> A property tax exemption is prima facie evidence of religious assembly use. AUSTIN, TEX. LAND DEV. CODE § 25-2-6(B)(41). The Church property carries the EX-XV exemption, which is the exemption code for public property, religious organizations, charitable organizations, and other property not reported elsewhere. See <http://propaccess.traviscad.org/clientdb/PopupCodesDescription.aspx?CodeType=Exemptions>. Proof of the Church (and Amphitheater's) property tax exemption status is attached as Exhibit B.

H1e2  
12

The Amphitheater is a project eight years in the making. The Church engaged leading engineers and employed top-of-the-line sound mitigation measures to minimize the impact of the Amphitheater on the surrounding neighborhoods. The finished Amphitheater has 1,000 covered seats and available space for 500 on the hillside. Since the first event at the Amphitheater in July 2015, at all times the Church has operated the Amphitheater in compliance with the directives it has received from the City of Austin ("the City"), as well as state and federal law, as described more fully in detail below.

#### A. City Directives

Appellants' allegations of "secret meetings" and "secret determinations" are factually inaccurate. The land use determinations made by City staff, and particularly the one made by Mr. Guernsey regarding the religious assembly nature of the Amphitheater, were conducted in the ordinary course of Mr. Guernsey's role as Director of the Planning and Development Review Department. While Appellants repeatedly assert that it was incumbent upon the Church to seek a rezoning or conditional use permits, the City did not require the Church to do so.<sup>2</sup>

At all times the Church has complied with the directives of the City as it developed the land at issue in this appeal. The Church entered into the Restrictive Covenant, attached as Exhibit C, because the City required them to do so as a condition precedent to approving the Church's site development plan. *See* Exhibit D, Hanrahan Letter, describing the restrictive covenant as a condition precedent to approval of a site development plan.

At the City's direction, the Church also went through the process of applying for an Outdoor Music Venue Permit ("OMV Permit"). Upon review of the OMV Permit application, however, the City indicated that the Amphitheater was not a commercial use and therefore should operate in accordance with Section 9-2-5 of the City Code. As such, the Church withdrew its OMV Permit application. Section 9-2-5 prohibits the Church from using sound equipment that produces sound in excess of 75 decibels at the property line, and allows for sound that is audible beyond the property line only between the hours of 10:00 a.m. and 10:00 p.m. *See*

<sup>2</sup> The Court of Appeals specifically found that Mr. Guernsey had the authority to make the determinations he made, and take the actions he took. Specifically, the Court of Appeals' decision stated:

Section 25-2-2(A) of the land development code states that "the director of the Planning and Development Review Department shall determine the appropriate use classification for an existing or proposed use activity." AUSTIN, TEX., LAND DEV. CODE § 25-2-2(A). Here, with respect to each complained-of activity—Guernsey's email, the restrictive covenant, approval of the site application, or any other activity determined to be a use classification—Guernsey had the statutory discretion to make such determinations and/or take such actions. *See id.* Therefore, we hold that this claim is barred by immunity. *See Saenz*, 319 S.W.3d at 920.

Court of Appeals decision, p. 11. For the convenience of the BOA, the full decision of the Court of Appeals is attached as Exhibit E. It should also be noted that the Church was not a party to this lawsuit, so its voice was not heard by the trial court or the appellate court.



November 23, 2015

Page 3

H 1 d 2  
13

Austin City Code § 9-2-5. Appellants do not allege that the Church has ever violated this ordinance. To be clear, any resident of the Appellant homeowners associations could operate amplified sound at this same level and during these same hours under the City Code. This is not a special privilege that has been granted to the Church.

As a part of the OMV Permit process, Don Pitts, the City Music Program Manager, conducted a sound test at the Amphitheater in June 2015. The Church maintains a state-of-the-art sound monitoring system on its property, with sound monitors at the front of house position, the stage left property line, and the stage right property line. Although the OMV Permit application was withdrawn and no formal action was taken as to the application, Mr. Pitts and the Austin Police Department produced a sound report that concluded, "As far as the requirements of state law and city ordinance, the sound levels are significantly lower at the property line than what is allowed." The report further stated that the Church had gone above and beyond in its sound mitigation efforts. The report is attached as Exhibit F. The report also noted that there was no sound from the Amphitheater audible in the Covered Bridge neighborhood during the test, and that sound was below allowable levels in the Hill Country Estates neighborhood, the only Appellant found by the Court of Appeals to have the right to bring this appeal before this Board, assuming this Board is satisfied that Hill Country Estates has standing to do so.<sup>3</sup>

The Church strongly disagrees with Appellants' characterization that the Church has a "penchant for disregarding City Code," particularly when they mention only two alleged citations in the past eight years.<sup>4</sup> The Church has endeavored, and continues to endeavor, to operate the Amphitheater pursuant to all directives that it receives from the City, including the restrictions contained in the Restrictive Covenant and the City Code noise ordinances.

Additionally, Appellants contend that the Church should have been required to obtain a Temporary Use Permit ("TUP"), pursuant to a potential 2013 code amendment to City Code Section 25-2-921(C) concerning outdoor uses in residential zoning districts. Not only did the City not pass such an amendment, but such an amendment would not have applied to the Church.

---

<sup>3</sup> The Court of Appeals held that the trial court was correct in dismissing Covered Bridge's claims, as Covered Bridge did not file a separate appeal related to the Church's project. As a further, and elementary, matter, the Church asserts that Hill Country Estates is not in the City of Austin, and does not have standing for this appeal. AUSTIN CITY CODE § 25-1-2(A)(1). It is neither in the zoning jurisdiction nor within "500 feet" of the Church's property to assert rights under City Code. *Id.* § 25-2-2(c). It is neither "immediately adjoining" nor with "200 feet" of the Church to assert rights under Chapter 211, even if this was a zoning case, which it is not. TEX. LOC. GOV'T CODE § 211.006(d)(2), § 211.007(c). The issue of standing to even bring this particular appeal must be determined by the Board of Adjustment. *See* Court of Appeals decision, p. 14. The Church's position, based upon the full facts, is that Hill Country Estates lacks standing for this appeal. The City of Austin agrees with the Church's position, as it also raised these points in its Plea to the Jurisdiction in the trial court.

<sup>4</sup> The Church acknowledges that it has received three notices of violations from the City related, respectively, to its septic system, its recycling plan, and its site plan. None of these notices involved the Amphitheater, and each was rectified promptly after it was brought to the Church's attention.



November 23, 2015

Page 4

H 142  
14

Because the Church's site development permit was issued in 2011, the Church likely would be grandfathered in from a 2013 amendment.

The neighbors also contend that the Church should be required to seek a Conditional Use Permit ("CUP"). However, the City resolution (20120412-024) and ordinance (20130228-074) were enacted after the Church's site development permit was issued, and therefore the Church is grandfathered from obtaining a CUP.

#### **B. Operation of the Amphitheater**

While Appellants make much of public statements made many years before the Amphitheater was built, let alone operational, the relevant evidence for this Board is how the Amphitheater is operated in practice today. The undisputed evidence is that the Church has continuously listened to and addressed the City's directions concerning the use and construction of the Amphitheater, to make sure it is in complete compliance with all City regulations. Each event held at the Amphitheater since it began its operations in July 2015 has been for the purpose of religious assembly. The Amphitheater is scheduled to hold approximately 20 events total in 2015, for an average of 3.33 events per month. All of these religious assembly events have been operated in compliance with City directives, City Code, and the Restrictive Covenant.

The Church does not use the Amphitheater for commercial, for-profit events and operates in full compliance with the Restrictive Covenant.<sup>5</sup> See Exhibit G, Declaration of John Capezzuti. The Restrictive Covenant allows the Church to collect money from ticketed events only for the purpose of covering its own operating expenses. See Exhibit C, Restrictive Covenant, at I.D. ("Except for occasional charitable events . . . [t]icketed events may charge only nominal fees to cover utilities, maintenance, and other administrative and operational expenses."). The Church reads the Restrictive Covenant to prohibit use of the Amphitheater for commercial, for-profit events.

Many of the events at the Amphitheater are free to the public, with the Church paying the costs for artists to appear. When the Church has an event for which a ticket is necessary, ticket proceeds generally are to the benefit of the performing artist, the artist's booking agent, and/or the third-party ticket vendor. The nominal fees the Church receives as the result of ticket sales rarely cover even the Amphitheater's operating expenses. Again, the Church is allowed to recoup its utilities, maintenance, and other administrative and operational expenses pursuant to the Restrictive Covenant.

---

<sup>5</sup> The Church questions Appellants' ability to contest the Restrictive Covenant, as that document is a contract between the City and the Church to which Appellants are not a party and are not beneficiaries. Additionally, the Restrictive Covenant makes clear that it can be "modified, amended, or terminated only by joint action of both (a) the Director of the Planning and Development Review Department of the City of Austin, and (b) all of the Owners of the Property at the time of the modification, amendment or termination." Exhibit C, Restrictive Covenant, at IV.D.

H142  
15

In sum, the Church operates the Amphitheater no differently than the Main Worship Center building itself. The Amphitheater holds the same types of events as would be held in the Main Worship Center, but in a different building on the Church's property. The Amphitheater is the Church. Mr. Guernsey has previously determined that this is an acceptable religious assembly use, and his determination is supported not only by City Code, but also by the applicable state and federal laws that govern the use of land for religious assembly purposes.

## **II. Applicable State and Federal Law Concerning Religious Land Use.**

The Amphitheater presents a special case for this Board's review because it involves religious land use. State and federal law contemplate protections for religious assembly that are much broader than the City Code definition. To the extent City law conflicts with those state and federal provisions, the state and federal provisions control.

### **A. The Texas Religious Freedom Restoration Act**

The Texas Religious Freedom Restoration Act ("TRFRA") provides that "a government agency may not substantially burden a person's free exercise of religion" unless the government agency can show that the application of the burden furthers "a compelling government interest" and is also "the least restrictive means of furthering that interest." Tex. Civ. Prac. & Rem Code § 110.003. "Free exercise of religion" is defined as "an act or refusal to act that is substantially motivated by sincere religious belief." *Id.* § 110.001(a)(1). "[I]t is not necessary to determine that the act or refusal to act is motivated by a central part or central requirement of the person's sincere religious belief." *Id.*

A municipality of the state of Texas, such as the City of Austin, and a board of municipality, such as the Board of Adjustment, each qualify as a "government agency," and therefore are prohibited from imposing substantial burdens on free exercise. *Id.* § 110.001(2). TRFRA applies to any ordinance, rule, order, decision, practice, or other exercise of governmental authority and to any act of a government agency in granting or refusing to grant a government benefit to an individual. *Id.* § 110.002.

The Texas Supreme Court interpreted TRFRA for the first time in *Barr v. City of Sinton*, 295 S.W.3d 287, 300 (Tex. 2009). The Court's analysis sets forth four questions for a court's consideration when a violation of TRFRA is alleged: (1) Does the ordinance or action in question burden the free exercise of religion? (2) Is the burden substantial? (3) Does the ordinance further a compelling government interest? and (4) Is the ordinance the least restrictive means of furthering that interest? *Id.* at 299. The *Barr* decision is attached as Exhibit H.

H1 d2  
16

## 1. Free Exercise

At the outset, it is important to note that the City has already determined that the Amphitheater is for the purpose of religious assembly. Moreover, courts generally will not question the sincerity of particular religious beliefs, because, as the United States Supreme Court has repeatedly stated, “[i]t is not within the judicial ken to question the centrality of particular beliefs or practices to a faith, or the validity of particular litigants’ interpretations of those creeds.” *Emp. Div., Dep’t of Human Res. v. Smith*, 494 U.S. 872, 887 (1990) (citation omitted). Only Appellants contend that religious freedom is not at issue here, and only with reference to the City Code’s strict definition of what constitutes “religious assembly.” TRFRA, however, contemplates protections for free exercise that are much broader than what City Code allows.

## 2. Substantial Burden

In the *Barr* case, Plaintiff Pastor Rick Barr offered housing and religious instruction to men recently released from prison in two homes he owned in the City of Sinton. *Barr*, 295 S.W.3d at 290. In response to this activity, the city passed an ordinance that effectively banned Barr’s ministry from the city. *Id.* The city argued that Barr’s free exercise was not involved because a halfway house need not be a religious operation, but the Court rejected that argument, noting that “the fact that a halfway house *can be* secular does not mean that it *cannot be* religious.” *Id.* at 300 (emphasis in original). Here too, just because an amphitheater can be secular does not mean that the Church’s Amphitheater cannot be religious.

The Court went on to define “substantial” as having two basic components: “real vs. merely perceived, and significant vs. trivial.” *Id.* at 301. “[T]he focus is on the degree to which a person’s religious conduct is curtailed and the resulting impact on his religious expression.” *Id.* The burden is measured from the perspective of the person and not the government agency. *Id.* Because the ordinance at issue in the *Barr* case ended Barr’s ministry as a practical matter, the Court concluded that the ordinance substantially burdened Barr’s free exercise. *Id.*

The Court further noted that “a burden on a person’s religious exercise is not insubstantial simply because he could always choose to do something else.” *Id.* at 303. Additionally, nothing in TRFRA suggests that an individual must be cited or charged with a crime under a challenged law in order to establish that the burden on his free exercise imposed by that law is substantial. *Id.* Finally, “[a] restriction need not be completely prohibitive to be substantial; it is enough that alternatives for the religious exercise are severely restricted.” *Id.* at 305.

Subsequent to the decision in *Barr*, the Fifth Circuit Court of Appeals decided the case of *Merced v. Klasson*, 577 F.3d 578 (5th Cir. 2009). A copy of this decision is attached as Exhibit I. In *Merced*, a combination of city ordinances forbid the keeping and slaughter of four-legged animals within its borders, a ban that resulted in preventing practitioners of the Santeria faith

H192  
17

from performing ceremonies essential to their religion. *Id.* at 581. Plaintiff Jose Merced was a Santeria priest who for sixteen years regularly preformed ritualistic animal sacrifices on his residential property in accordance with his faith, and challenged the ordinances as substantial burdens to his free exercise. *Id.* at 582.

The court in the *Merced* case noted that “at a minimum, the government’s ban of conduct sincerely motivated by religious belief substantially burdens an adherent’s free exercise of that religion.” *Id.* at 590. “The relevant inquiry is . . . whether the regulations substantially burden a specific religious practice.” *Id.* at 591. While Merced could still perform some Santeria ceremonies, the city’s ordinances wholly prevented him from performing the particular ceremony necessary to initiate a Santeria priest. *Id.* Because the ordinances amounted to a complete ban of this specific religious practice, the court found that they substantially burdened Merced’s free exercise rights. *Id.* As in *Merced*, any attempt to completely ban the religious activities that occur in the Amphitheater would amount to a substantial burden of the Church’s free exercise of religion.

Appellants’ interpretation of City Code would substantially burden on the Church’s free exercise of religion. Reversal of the land use determination, the site plan approval, the Restrictive Covenant, or the building permit could have effect of ending the Church’s use of the Amphitheater, a complete ban on religious assembly. Similarly, the arduous process of rezoning would work a severe restriction on the Church’s right to free exercise and completely ban that exercise until the rezoning was obtained. Any requirement of seeking a temporary or conditional use permit for each event also would substantially burden Church’s free exercise, and would unnecessarily burden City resources for a use the City has already approved. In short, each of Appellants’ desired outcomes amounts to a substantial burden on the Church’s free exercise rights.

### 3. Compelling Government Interest

The Church does not argue that because the Amphitheater is used for religious assembly the Church has carte blanche to use the Amphitheater however and whenever the Church sees fit. The City of Austin can regulate the Amphitheater, and indeed has done so. But under the law, the City’s regulation must be in furtherance of a compelling government interest and must be the least restrictive means of furthering that interest.

The Texas Supreme Court made clear in *Barr* that because free exercise is a fundamental right, a “compelling interest” can only be found in “interests of the highest order,” and only to “avoid the gravest abuses that endanger paramount interests.” *Barr*, 295 S.W.3d at 306 (citation omitted). “[C]ourts must look beyond broadly formulated interests justifying the general applicability of government mandates and scrutinize the asserted harm of granting specific exemptions to particular religious claimants.” *Id.* (citation and internal punctuation omitted).

H12  
18

For example, in the *Barr* case, the city argued that the ordinance in question served a compelling interest in advancing safety, preventing nuisance, and protecting children. *Id.* at 307. The Court, however, noted no evidence supported the city's assertion that the halfway houses presented a safety problem, nuisance, or threat to children, particularly in light of Barr's testimony that he only accepted nonviolent offenders. *Id.*

Assuming without conceding here that the City has a compelling interest in regulating the Amphitheater, the City is, in fact, regulating the Amphitheater. The City required the Church to enter into the Restrictive Covenant, which limits the types of events it may hold, and the City requires the Church to adhere to Section 9-2-5 of the City Code with respect to the allowed decibel levels and operating hours. The question then becomes whether these regulations are the least restrictive means of furthering these interests.

Additionally, the City has never asserted that it has a compelling interest in keeping religious assembly indoors, as Appellants contend. Appellants offer no support whatsoever for their assertion that "[a]llowing outdoor religious worship on any residential lot is likely to lead to situations where people with differing religious beliefs would interact and potentially conflict." For its part, the City has made no distinction between religious assembly that occurs indoors and religious assembly that occurs outdoors, and Appellants' strained interpretation of City Code should not be allowed to replace the judgment of City officials. It is hard to imagine that the City would ever create a precedent that would prohibit outdoor church services, such as Easter services, sunrise prayer services, or tent revivals. It is also hard to imagine how or why the City would begin to regulate the kinds of religious assembly that would be allowed outdoors and the kinds of religious assembly that would be prohibited outdoors.

#### 4. Least Restrictive Means

The last inquiry under the *Barr* test requires the City to show not only that its conduct is narrowly tailored to combat the compelling interest it has identified, but also that it is using the least restrictive means possible to do so. See *Merced*, 577 F.3d at 594 ("TRFRA requires the least restrictive means, not merely less than a complete ban."); *Barr*, 295 S.W.3d at 308 ("TRFRA requires that even when the government acts in furtherance of compelling interest, it must show that it used the least restrictive means of furthering that interest."). For example, in the *Merced* case, the court found that the city was not using the least restrictive means because Merced was able to propose "no fewer than three less restrictive alternatives." *Merced*, 577 F.3d at 595.

None of Appellants' proposals meet this least restrictive means test. Instead, as discussed above, Appellants' proposals amount to a complete ban of the Church's protected religious activity. Appellants are clearly aware of the TRFRA standards, as they mention TRFRA more than once in their briefing. But Appellants do not even attempt to argue that the outcomes Appellants suggest are the least restrictive means of allowing the Church to engage in protected



November 23, 2015

Page 9

H1 d.2  
19

religious activity. While the current restrictions may not be the least restrictive means of allowing the Church to engage in protected activity, they certainly are somewhat tailored to addressing Appellants' concerns. The Board therefore should reject this appeal.

#### **B. The Federal Religious Land Use and Institutionalized Persons Act**

Two provisions of the Federal Religious Land Use and Institutionalized Persons Act ("RLUIPA") are relevant to the Board's review. The first, entitled "substantial burdens," imposes the same standard of review on land use regulations that TRFRA imposes, as discussed above. *Compare* 42 U.S.C. § 2000cc(a)(1) with Tex. Civ. Prac. & Rem Code § 110.003. This portion of RLUIPA would apply with equal force here, but is not discussed further in light of the overlap.

The second section of RLUIPA, entitled "discrimination and exclusion," contains three subsections. The third subsection prohibits imposition or implementation of a land use regulation that "totally excludes religious assemblies from a jurisdiction" or "unreasonably limits religious assemblies, institutions, or structures within a jurisdiction." *Id.* § 2000cc(b)(3)(A)–(B).

Under RLUIPA, a "land use regulation" is "a zoning or landmarking law, or the application of such a law, that limits or restricts a claimant's use or development of land." *Id.* § 2000cc-5(5). "Religious exercise" is defined to include "any exercise of religion, whether or not compelled by, or central to, a system of religious belief." *Id.* § 2000cc-5(7)(A). RLUIPA further provides that it "shall be construed in favor of a broad protection of religious exercise, to the maximum extent permitted by the terms of this chapter and the Constitution." Here, RLUIPA would apply to any application of the City's zoning or land use laws to the extent they limit or restrict the Church's use of its land.

RLUIPA does not define "jurisdiction," but at least one federal court in Texas has concluded that "[a]s applied to a land use regulation like a zoning ordinance, 'jurisdiction' logically refers to the geographical area covered by [the] ordinance." *Elijah Grp., Inc. v. City of Leon Valley*, 2009 U.S. Dist. LEXIS 92249, at \*28 (W.D. Tex. Oct. 2, 2009). Since a city's zoning ordinance applies to the entire city, in the context of a zoning ordinance, "jurisdiction" means "city." *Id.*

Appellants' interpretations of the applicable regulations would amount to an unreasonable limitation on the Church's religious assemblies. As discussed above, Appellants suggest only alternatives that would end religious assembly at the Amphitheater altogether or would substantially limit the Church's ability to engage in free exercise of religion at the Amphitheater. This unreasonable result cannot stand under RLUIPA. Appellants' appeal should be rejected for this additional reason.



November 23, 2015  
Page 10

H122  
20

### III. Conclusion

The City allowed the Church to build the Amphitheater, correctly recognizing that the Amphitheater is for religious assembly purposes. The Church, pursuant to its legal and constitutional rights and in reliance upon the City's representations and contractual promises, built the Amphitheater at great expense. Since its opening, the Church has used the Amphitheater for religious assembly purposes. The Church has also gone above and beyond in its sound mitigation efforts to minimize the impact of its religious assembly events on Appellants. Moreover, the Church has followed each directive from the City regarding use of the Amphitheater, including entering in to the Restrictive Covenant and adhering to the applicable noise ordinance contained in the City Code.

Any further restrictions by the City on the Church's ability to use the Amphitheater, over and above the current restrictions and Restrictive Covenant, may cause the City to violate state and federal law, as well as the Texas and United States Constitutions. Freedom of religion, and the laws that protect this freedom, are in many respects some of the most important laws in our country. These laws were previously recognized by the City. Appellants' efforts, if sustained, could infringe on the laws that protect the fundamental rights that are essential to the fabric of our great nation. Attached to this letter as Exhibit J are several letters from supporters of the Amphitheater, attesting to its religious assembly purpose. Also attached as Exhibit K is a copy of a petition the Church circulated and approximately 450 signatures, as well as individual comments, gathered in support of the Amphitheater.

The Church asks that this Board reject Appellants' appeal and affirm each action of the City with respect to the Amphitheater. Please feel free to contact me, should you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoffrey D. Weisbart", written over a horizontal line.

Geoffrey D. Weisbart

Enclosures

H142  
21

## MEMORANDUM OF SETTLEMENT AGREEMENT

This is a memorandum of a mediated settlement agreement, intended by the parties to comply with §154.071 TCPRC, entered into between Covered Bridge POA and Hill Country Estates Homeowners Association (the "HOAs"), and LifeAustin Church ("LA"), respecting all current disputes.

1. Substantive provisions:

- A. LA to construct and implement sound mitigation improvements and plan (the "Plan") as described in the Idibri report, attached, and with a front of house operational limit of 95 dba (99 dba backstop for accidental, unintended spikes; details as to dba tbd); to be designed and constructed using "best commercially available" design choices and materials to achieve best possible sound reduction.

The HOAs shall verify that the Plan is as described in the Idibri report and this agreement. Mechanism to share information and discuss Plan tbd. Mediate disputes regarding Plan.

Events at the amphitheater (as currently constructed - no agreements made or implied as to future expansion) shall have no more than 1800 persons (staff included) in attendance. No significant amplified outdoor events on premises except in amphitheater. Plan to be used for all amphitheater events.

Amphitheater hours/numbers: 10:00 p.m. event cutoff, except 9:00 p.m. on all Sundays and Mon-Wed school nights, per AISD calendar. LA has 4 "wildcards" annually to use Mon-Wed school nights to allow 9:30 cutoff. Limit of 52 "concert-type" musical or theatrical events per year. LA will post monthly on Next Door (or equivalent) a list or link to a list of amphitheater events - time and date- for the following month.

Enforcement mechanism: *TBD* Attorneys to meet with Brent Lloyd.

- B. Upon construction and implementation of the Plan (except for completion of the Chapel), all BOA appeals and suit against CoA to be dropped. Settlement binds HOA representatives (Kleeman, Kirk, Dabbert and Butler) personally (no common-law suit against LA; evidence of individual HOA reps' execution not to be used as evidence of reasonableness, but no restriction on HOA's execution as evidence).
- C. All attorneys' fees and costs will be borne by the parties as they were incurred.

2. On or before 8/31/2016, the parties will enter into a formal compromise and settlement agreement reflecting the terms hereof. Initial drafts of the settlement documents will be prepared by the attorney for LA, subject to the reasonable approval of attorneys for the other parties.

3. The parties agree to reconvene the mediation if a dispute arises regarding the further documentation, conclusion or performance of this settlement (but this provision does not imply that this agreement is not otherwise enforceable according to its terms).


Executed: July 28, 2016

[signatures on next page]

Parties:

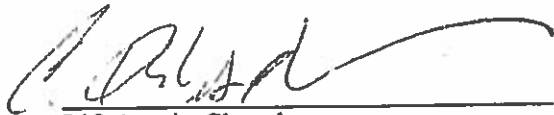
Attorney Approval as to Form:


H1 d2  
22

  
Hill Country Estates HOA

  
Robert Kleeman, Attorney for HOAs

  
Covered Bridge POA *MIKE KIRK*

  
LifeAustin Church  
*FR. ROBERT SHEPARD, JR*  
*MEMBER SETTLEMENT COMMITTEE*

  
*GEOFF WEISBALT*  
*ATTORNEY FOR LIFE AUSTIN CHURCH*

H1 12  
23

Note there are many factors that impact sound propagation from the venue to the Association properties such as:

- varied atmospheric and weather conditions.
- venue attendance. Greater seat fill will generally correspond to reduced sound leaving the venue.
- parking lot fill. Greater parking lot fill will generally diffuse sound escaping the venue which contributes to reductions at property line.

TRUE? Measured dB(A) refers to dB(A) Leq with a 15-minute interval. The time interval, weighting, and Leq measurement technique were selected to match The City of Austin Logged Data testing reports and is consistent with our understanding of their measurement technique used for Code Enforcement. *farsky*

### Additional Sound Mitigation Improvements

The following Additional Improvements to the venue, which we understand have been offered by LifeAustin Church, have been assumed:

- Re-aim and optimize exiting D&B "V" series line array speakers to minimize sound outside of the fixed seating areas. This is a change from the original design which included coverage into the grassy open seating area.
- Add west "acoustically optimized" sound screen per Exhibit 2 and 3. The architecturally integrated sound screen would be a minimum of 1 foot above the stage right speaker array and 1 foot below the exiting west sound wall louver. The sound screen would be an adaptation of an MBI or equivalent product designed to absorb and deflect sound using materials suitable for all weather exposure.
- South exposure - Replace car head light fence screen with MBI weather resistant exterior panels or similar for noise control
- South exposure - Add more bushes and trees all along existing ornamental fence
- South exposure - Add new Chapel per Exhibit 4
- East exposure - Add single layer treated fabric sound screen per attached Exhibit 2. The sound screen would be 1 foot above the stage left speaker array and 1 foot below the top of the exiting stone wall. Sound screen would be a custom design-build utilizing MBI or similar technology.

MBI  
Products  
on

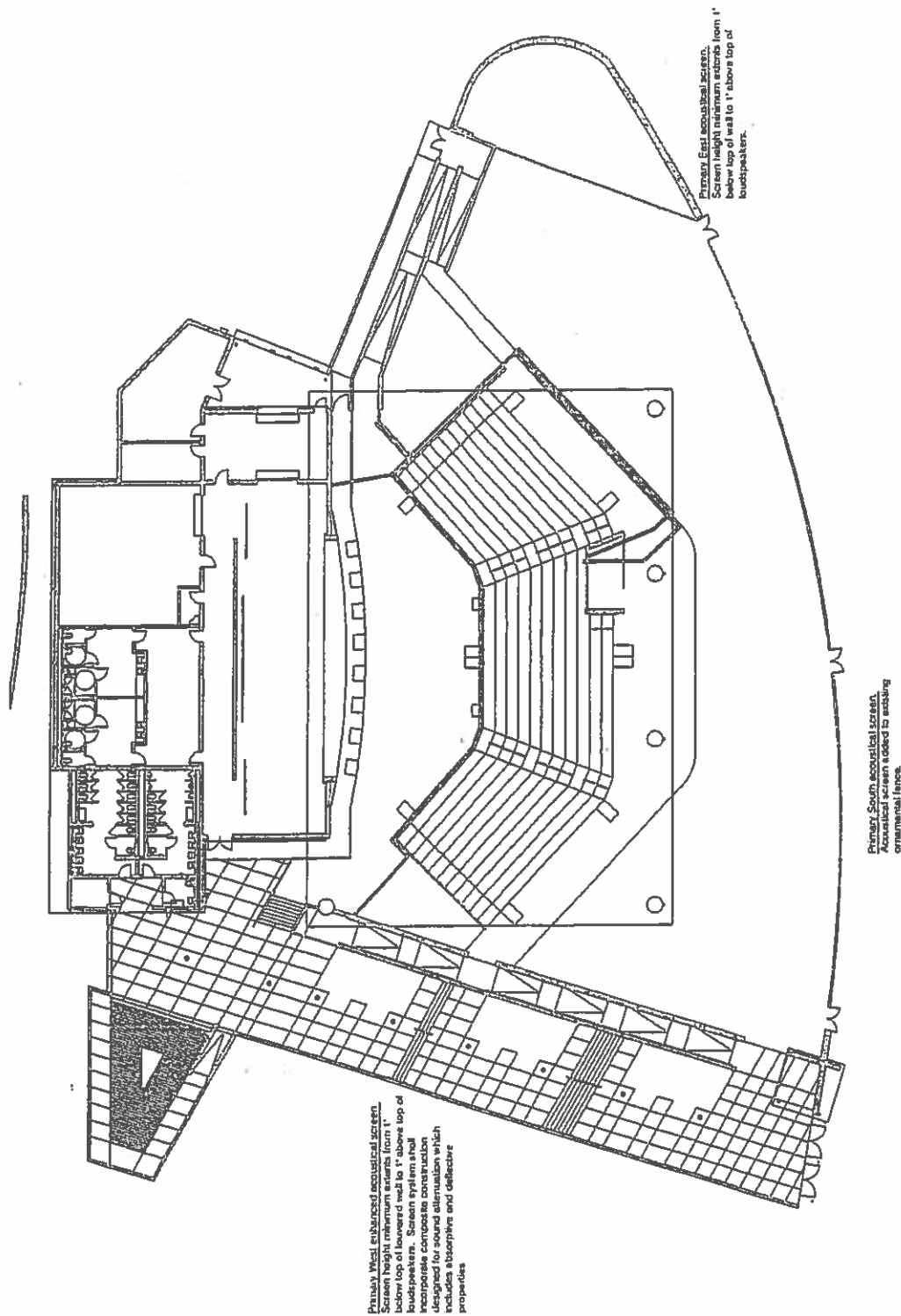
### Predicted Sound Levels following the Additional Improvements

Predicted sound levels at west and east property lines are shown per Exhibit 5 plot and are as follows:

Property line west of the amphitheater - 58 to 64dB(A). Under well-defined acoustic principles, this represents a 30-55% reduction from existing and a 70-85% reduction from levels allowed by the City of Austin.

AK  
RK  
CW

Exhibit 3: Conceptualized Acoustical Screen Plan Locations  
 Confidential—for purposes of mediation only



July 25, 2016

**iD!BRI™**

4/18/24

Handwritten initials: RK, RK, and a signature.

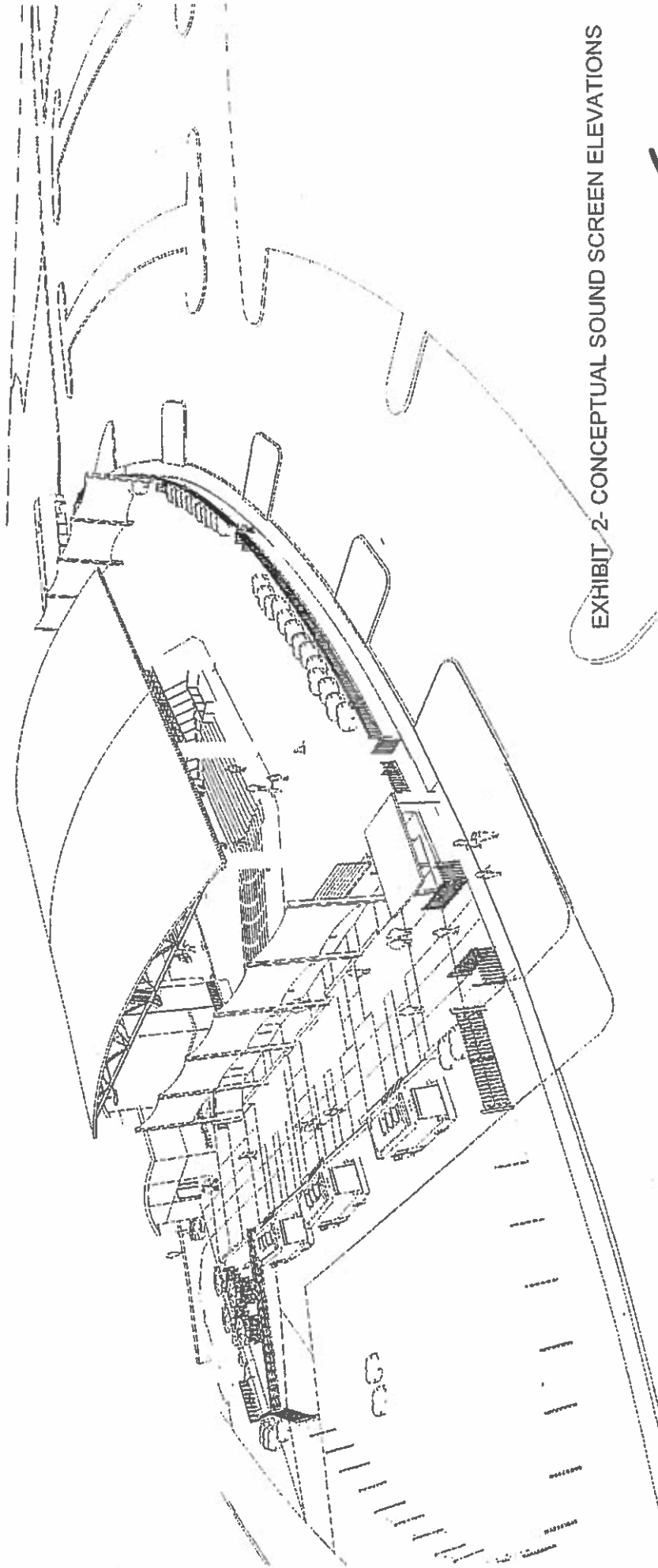


EXHIBIT 2- CONCEPTUAL SOUND SCREEN ELEVATIONS

H/22  
25  
CW  
RE  
K

H/10/2  
26

-----

CITY OF AUSTIN  
BOARD OF ADJUSTMENT  
SPECIAL CALLED MEETING - INTERPRETATION  
DECEMBER 9, 2015

-----

BE IT REMEMBERED that on this the 9th day of  
December 2015, between 7:03 p.m. and 10:15 p.m., the  
above-entitled matter came on for hearing at the City  
of Austin Council Chambers, 301 West 2nd Street, Austin,  
Texas before Mr. William Burkhardt, Chair, and the  
following proceedings were reported by David Bateman,  
Certified Shorthand Reporter.

H122  
27

BOARD MEMBERS

1  
2  
3 Mr. William Burkhardt (Chair)  
4 Ms. Melissa Hawthorne (Vice Chair)  
5 Ms. Brooke Bailey  
6 Mr. Michael Benaglio  
7 Mr. Eric Goff  
8 Mr. Don Leighton-Burwell  
9 Ms. Melissa Neslund  
10 Mr. James Valadez  
11 Mr. Michael Von Ohlen  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 CHAIR BURKHARDT: Thank you. Do we have a  
2 motion for executive session?  
3 MS. HAWTHORNE: I'd like to make a motion  
4 that we go into executive session.  
5 CHAIR BURKHARDT: Do we have a second?  
6 All right.  
7 MS. NESLUND: Second.  
8 CHAIR BURKHARDT: Commissioner --  
9 Commissioner Hawthorne makes the motion for executive  
10 session. Commissioner Neslund makes the second.  
11 MR. KLEEMAN: Mr. Chairman, I was not  
12 aware this was posted for executive session. I didn't  
13 see it on the agenda.  
14 MS. HAWTHORNE: We are going to get advice  
15 from our --  
16 MR. KLEEMAN: Chair --  
17 MS. HAWTHORNE: -- attorney.  
18 MR. KLEEMAN: But you're not posted for  
19 it.  
20 MR. LLOYD: Brent Lloyd, assistant city  
21 attorney. Under the Open Meetings Act we -- the board  
22 or a commission or the counsel has legal authority to go  
23 into executive session regarding any item that is posted  
24 on the agenda.  
25 MR. KLEEMAN: Okay. Because there's --

PROCEEDINGS

1  
2 CHAIR BURKHARDT: We're going to call the  
3 meeting to order. The time is 7:03 p.m. and there is a  
4 quorum present. I presume all the board members have  
5 made -- signed the sign-in sheet and a couple of  
6 reminders to the audience tonight.  
7 Please put -- turn your cell phones off  
8 or -- or put them on vibrate. Any discussions I'd like  
9 you to take them into the lobby. It's going to be noisy  
10 in here enough and we want to be able to hear everyone  
11 speak.  
12 When -- if any of you or when you are  
13 addressing the board or make a comment, please make it  
14 to the board and not to one another. To do that you'll  
15 need to come to the dais, announce yourself and speak  
16 when -- when the -- when the -- when the period for --  
17 for public comment is announced and you have signed up  
18 to speak during that period of time.  
19 I'm going to administer the oath now. And  
20 I'd like everyone who is going to give testimony tonight  
21 to stand and take the oath.  
22 Do you solemnly swear or affirm that the  
23 testimony you will give tonight will be true and correct  
24 to the best of your knowledge?  
25 (Audience confirms)

1 CHAIR BURKHARDT: If you'd be good enough  
2 to state your name for --  
3 MR. KLEEMAN: My name is --  
4 CHAIR BURKHARDT: -- the record?  
5 MR. KLEEMAN: -- Robert Kleeman. I'm here  
6 on behalf of the appellants. Since there's also --  
7 we're here as a result of three years of litigation I --  
8 for the record I need to preserve my objection to y'all  
9 going in executive session.  
10 CHAIR BURKHARDT: Your objection is noted.  
11 All right. If you'll call the roll for  
12 the executive session, please?  
13 MS. HELDENFELS: Brooke Bailey?  
14 MS. BAILEY: Yes.  
15 MS. HELDENFELS: Michael Benaglio?  
16 MR. BENAGLIO: Yes.  
17 MS. HELDENFELS: William Burkhardt?  
18 CHAIR BURKHARDT: Yes.  
19 MS. HELDENFELS: Eric Goff?  
20 MR. GOFF: Yes.  
21 MS. HELDENFELS: Melissa Hawthorne?  
22 MS. HAWTHORNE: Yes.  
23 MS. HELDENFELS: Don Leighton-Burwell?  
24 MR. LEIGHTON-BURWELL: Yes.  
25 MS. HELDENFELS: Melissa Neslund?

1 MS. NESLUND: Yes.  
 2 MS. HELDENFELS: James Valadez?  
 3 MR. VALADEZ: Yes.  
 4 MS. HELDENFELS: Michael Von Ohlen?  
 5 MR. VON OHLEN: Yes.  
 6 CHAIR BURKHARDT: All right. All right.  
 7 The board -- the Board of Adjustment will go into  
 8 executive session to receive advice from counsel  
 9 pursuant to Section 5507 -- point 071 of the Open  
 10 Meetings Act regard to the following item. That is Case  
 11 No. C15-2015-0147.  
 12 Board will now go to executive session.  
 13 (Executive session 7:06 p.m. to 7:50 p.m.)  
 14 CHAIR BURKHARDT: All right. We'll  
 15 reconvene the public hearing. Time is 7:50.  
 16 I'd like to give you all an idea of how  
 17 we're going to proceed tonight. And what we will be --  
 18 will be doing will be having a report from -- from the  
 19 city staff director, Greg Guernsey. That will be 10  
 20 minutes.  
 21 Then there will be a presentation from  
 22 the -- by the appealing party and that will be lead  
 23 representative Robert Kleeman. And that will be 20  
 24 minutes. We will then have testimony of persons in  
 25 support of the appeal. And we will limit those to 10

1 minutes.  
 2 Then we will have a presentation by the  
 3 LifeAustin Church. And that -- their lead  
 4 representatives will be Geoff Weisbart or Steve Metcalfe  
 5 and that will be again 20 minutes. Then we will have  
 6 testimony by persons in opposition to the appeal.  
 7 Then we will have a rebuttal by the  
 8 appealing party's lead representative. And that will be  
 9 five minutes.  
 10 Again, please address your comments to the  
 11 board, not to other parties or to the staff. Please be  
 12 respectful of the staff and the board.  
 13 Again, the board will -- the board may ask  
 14 questions of -- of any of the parties that -- that come  
 15 before us. Please be mindful of the time limits and the  
 16 decorum that we'd like to have.  
 17 There is a prohibition on ex parte  
 18 contacts. The board's rules as deference please --  
 19 excuse me. And in deference to its quasi judicial role  
 20 please do not contact the board -- members of the board  
 21 or address them regarding this outside the hearing  
 22 tonight.  
 23 There is a code provision on -- on  
 24 appeals. And the general provision on administrative  
 25 appeals may be found in City Code Chapter 25.1 Article 7

1 Division 1 Appeals. These code sections contain  
 2 information regarding the standards for hearing and  
 3 deciding an appeal. Please note, however, that the  
 4 format set -- set forth above supplements the general  
 5 provision in Section 25.1.191 regarding the conduct of a  
 6 public hearing.  
 7 And then finally, tonight we're going to  
 8 need a vote of seven to -- to overturn the appeal,  
 9 overturn the finding on the case to uphold for the --  
 10 for the appellant. And that will be 75 percent of all  
 11 appointed and qualified board members. Again, that will  
 12 be a vote of seven to -- to sustain the appeal.  
 13 Again, please don't -- please, if you have  
 14 questions after the hearing, contact the board liaison  
 15 Leane Heldenfels, not the board members.  
 16 Okay. And with that let's get started.  
 17 MR. GUERNSEY: Good evening, chair and  
 18 members of the Board of Adjustment. My name's Greg  
 19 Guernsey. I'm the director of the Planning & Zoning  
 20 Department. I was previously the director of the  
 21 Planning & Development Review Department.  
 22 In response to the appeal this evening the  
 23 director or I was authorized by the code to classify  
 24 proposed land uses within the use classifications in the  
 25 Land Development Code. These uses that are looked at

1 are looked at for the proposed use, similarities to  
 2 other defined uses as they stand. Land use  
 3 classification is important because it would determine  
 4 whether a use is permitted or prohibited or allowed as a  
 5 conditional use that may be approved by the Land Use  
 6 Commission.  
 7 I'm not going to talk tonight about sound  
 8 amplification permits. That's done by a different  
 9 department. They've deemed this to be a residential use  
 10 subject to those restrictions. We're not going to talk  
 11 about other appeals that might be coming before you  
 12 perhaps later in the month or next month or possibly  
 13 alleged code violations that may have occurred on this  
 14 property.  
 15 Use determinations are usually requested  
 16 by a property owner. They are done sometimes with an  
 17 application. My authority is delegated to the other  
 18 department, Development Service Department or to my  
 19 staff. As an application comes in and somebody wants to  
 20 build a house, they will get a permit for the house. If  
 21 they've deemed it as a house, they'll approve that  
 22 permit and apply the applicable codes.  
 23 There are -- sometimes there are uses that  
 24 may be similar but the property owner before they make  
 25 the investment of drawing up detailed site plans which

H112  
29

## Page 10

1 may cause -- cost several thousands of dollars and time  
 2 and effort and also draw up details such as building  
 3 plans we'll ask a question whether or not -- what a  
 4 particular use is.  
 5 These use determinations in the past --  
 6 and I'm really speaking to the determinations that were  
 7 done previously under the codes that existed when this  
 8 appeal was originally brought -- were done by  
 9 correspondence either by e-mail, by written, by verbal.  
 10 They're done by my staff or they're done in this  
 11 particular case by me.  
 12 City council did amend the code in 2010 to  
 13 provide a certain public notice requirement. It does  
 14 not apply in this particular case. But they did act to  
 15 change the code as it applies to certain use  
 16 determinations. No public notice was required and the  
 17 notice that was given was really only given to the  
 18 applicant, which was standard course of procedure, the  
 19 normal course of business and how the department, myself  
 20 or anyone else in -- in my department would act.  
 21 The Board of Adjustment has the legal  
 22 authority to hear appeals, produce determination, has  
 23 upheld them, reversed them, modified them in the past.  
 24 So this is not the first rodeo, although it might be the  
 25 first rodeo for some of you that you're appealing.

## Page 12

1 a school or a church or day care to cite civic uses --  
 2 that they would require a conditional use permit if they  
 3 exceeded a limitation of 50 occupancy.  
 4 So let me speak to the response to the  
 5 appeal. Staff disagrees that there's a reasonable doubt  
 6 difference to the interpretation of the specific intent  
 7 of the regulations dealing with a religious assembly  
 8 use. Fundamentally what it boils down to a disagreement  
 9 that the outdoor amphitheater is part of religious  
 10 assembly use and that of an outdoor entertainment or  
 11 recreational use.  
 12 I did consider information that was  
 13 submitted by them. I did converse with my staff. I  
 14 even talked to staff that would be part of the site plan  
 15 section and the zone section. The definition of a  
 16 religious assembly use speaks to a regular organized  
 17 religious worship or religious education in a permanent  
 18 or temporary building. It excludes primary -- primary,  
 19 secondary education facilities, community recreation  
 20 facilities, day care facilities, parking facilities and  
 21 is a -- tax exempt is prima facie evidence of religious  
 22 assembly use.  
 23 The use is permitted, a religious assembly  
 24 use, in RR rural residential district. I deemed this to  
 25 be a permanent use, not a temporary use. The building

## Page 11

1 Regarding the 2008 LifeAustin or  
 2 PromiseLand appeal itself in twenty -- on December 17,  
 3 2008, Mr. Carl Conley, the agent for PromiseLand West  
 4 Church, came to me with a request for a use  
 5 determination. The essence of that is that Mr. Conley  
 6 described the property a 3,500 indoor multiuse facility,  
 7 a chapel and associated amphitheater building with a  
 8 smaller 1000-seat capacity amphitheater.  
 9 It was stated to me in the conversation by  
 10 e-mail and by phone that it would be for the same uses  
 11 that would take place within the 3500-seat multipurpose  
 12 building, which is in essence the sanctuary building  
 13 would be the exact same activities that would take place  
 14 in the amphitheater.  
 15 I made a response back the day before the  
 16 holiday, city holiday, and said that the use was a  
 17 permitted use. I deemed it to be a part of a primary  
 18 use, not an accessory in this case and considered it  
 19 religious assembly based on the information I had.  
 20 Permits were issued following that decision for both a  
 21 site plan and related building permits.  
 22 The city council in 2013 did pass an  
 23 amendment to the code to deal with amphitheater  
 24 buildings to say, if they were associated with certain  
 25 residential uses or civic uses -- which I guess could be

## Page 13

1 that the amphitheater is housed in a building, required  
 2 a building permit, has enclosed spaces, not a temporary  
 3 structure. The code makes a distinction talking not so  
 4 much about enclosed but actually talking about a  
 5 building.  
 6 There were some references to outdoor  
 7 sound amplification that were brought to you brought  
 8 about by the appellants. As I said, I'm not going to  
 9 address those. This is really about a zoning use  
 10 determination.  
 11 There's also some references to  
 12 subcategories of building permits which really deals  
 13 with Census Bureau determination of a type of a  
 14 building.  
 15 Staff also disagrees there's a reasonable  
 16 doubt or difference in interpretations of specific  
 17 regulations relating to the procedures of filing of the  
 18 appeal of administrative decision. The decision that I  
 19 made was appealable for 20 days. Normally that is done  
 20 by the applicant.  
 21 As I said, the ordinances changed. They  
 22 don't necessarily apply in this particular case. But  
 23 when the site plan and the building permits came forward  
 24 they were basically in accordance with that original  
 25 determination. Now it was done by common practice. As

1 I said, it was allowed by ordinance and that's what I  
2 acted upon.  
3 This memorandum that I gave you that's in  
4 your backup does not address issues subsequent to  
5 litigation by the city and the applicants. The case  
6 is -- it's my understanding that this did not address  
7 religious assembly land use issue or decide on the  
8 specific question whether or not the applicants had met  
9 the 20-day deadline.

10 Staff believes that the determination  
11 would clearly permit this use and character enumerated  
12 in other various zones and objectives. And in this  
13 zone, as I said, this is a permanent structure, the  
14 amphitheater structure. It's used for religious  
15 assembly use.

16 It takes place on a -- on a very large  
17 tract of land, 53 acres. I don't think it -- they  
18 included all the land that I think they own, which is  
19 68. It occupies less than three percent building  
20 coverage on all this land area and less than 14 percent  
21 impervious cover. That's substantially less than what  
22 you'll find on some of the other developed residential  
23 tracts in the area.

24 The scale is not necessarily out of the  
25 norm for a tract of 53 acres given the buildings that

1 not uncommon for religious assembly uses to be outside.  
2 Weddings take place outside, sunrise services maybe  
3 perhaps on Easter take place outside. Other religious  
4 assembly take place outside, Easter egg hunts. Trick,  
5 trunk or treat activities would also take place.

6 I just very quickly went through and just  
7 Googled other activities that take place on churches  
8 both in Oak Hill and outside. The -- some of these  
9 include galleries for Austin Society of Pastels,  
10 Austin's Civic Women's Ensemble, Austin Symphony, Austin  
11 Chamber Music. There are church master meetings.

12 I guess I'll pause here. If you guys have  
13 any other questions, I've got an additional list and you  
14 can read my closing comments in my backup.

15 CHAIR BURKHARDT: All right. Thank you.

16 MR. GUERNSEY: Mine's only six and a half  
17 pages as opposed to the other documents that are large  
18 binders.

19 CHAIR BURKHARDT: We will have questions.  
20 But what I'd like to ask of the board is that we go on  
21 and listen to all the presentations. And then we'll  
22 take questions about anybody that's come before us.

23 MR. GUERNSEY: Thank you.

24 CHAIR BURKHARDT: Okay. Thank you.

25 MR. KLEEMAN: Good evening. My name's

1 are proposed on this property. If it was smaller in  
2 scale on a 5.3 acre site, you might have a church  
3 building of same proportion of 350 seats and an outdoor  
4 amphitheater of a hundred seats.

5 Staff does not have the luxury really to  
6 approve or deny a use determination or an application  
7 just merely on the size of a project. We have to comply  
8 with those codes. Staff believes that this -- the  
9 previous interpretation that I made does not grant  
10 special privilege that's inconsistent to other similarly  
11 situated properties.

12 As I said, this is a permanent building.  
13 It is deemed to be a religious assembly use. It was  
14 proposed, shown on site plans. There was restrictive  
15 covenant offered that I accepted. It was part of that  
16 process that -- actually, by nature restrictive covenant  
17 is in making further restrictions on their property in  
18 this case to clarify the use although we did have  
19 restrictions on parking and also had requirements on  
20 traffic impact analysis.

21 The definition of prima facie speaks to  
22 evidence of being a religious assembly use. They are  
23 tax exempt. They have been tax exempt all the way back  
24 to the original use determination.

25 Finally, I just want to state that it's

1 Robert Kleeman. I'm here on behalf of the appellants.  
2 First of all, I want to thank you for holding this  
3 special called meeting to hear this very important  
4 appeals.

5 And I do apologize for the breadth of the  
6 documentation. But about 80 percent of that was  
7 generated after the staff refused to forward our appeals  
8 to y'all in October 2011 as a result of three and a half  
9 years of litigation that we're here.

10 At this time I do offer into evidence the  
11 red binder that I gave you. It's the same information  
12 that's been online in addition to the written testimony  
13 that you've just been handed.

14 Just for clarification on the record, the  
15 permits for this property are actually held in the name  
16 of PromiseLand West, Inc. And we will refer to it as  
17 LifeAustin for simplicity sake. That's merely a  
18 rebranding of this church and its operations.

19 So the key questions for this appeals  
20 are -- first one is is there -- does the zoning code  
21 prohibit outdoor assembly in the RR zoning district. We  
22 think the answer is clearly yes.

23 The next question is is there an exemption  
24 within the code that somehow religious assembly is not  
25 subject to the broad prohibition of outdoor assembly in

1 RR zoning district.  
2 Next one is, if you decide that there is  
3 an exemption or some other ambiguity in the code that  
4 authorizes Mr. Guemsey's decision, then you get into  
5 the question of what activities constitute religious  
6 assembly.

7 And then the final question is can staff  
8 issue permits for use that's not permitted in a  
9 particular zoning district. I think the answer to that  
10 is no, they cannot.

11 So we're asking to reverse the land use  
12 determinations that outdoor religious assembly is a  
13 principal use under religious assembly in the RR zoning  
14 district, that an outdoor amphitheater is a principal  
15 use under religious assembly, and that musical and  
16 theatrical performances, benefits, festivals, community  
17 events and other similar ticket events are part of  
18 religious assembly.

19 We also ask that you reverse the site plan  
20 SP-2011-185C as it pertains to the outdoor amphitheater  
21 only. We also want you to reverse the approval of  
22 Article I of the Restrictive Covenant -- this is the  
23 language that expands the definition of activities  
24 allowed under religious assembly -- and the initial  
25 building permit that was issued.

1 The staff response is partly to our appeal  
2 is code does not distinguish between indoor and outdoor  
3 religious assembly. This is clearly incorrect. And  
4 also the site plan and building permit were issued for  
5 religious assembly use in a permanent building and not  
6 for temporary use set forth in Section 25-2-921(C) of  
7 the zoning code.

8 There are reasonable doubts as to the  
9 interpretation. We think it goes absolutely the other  
10 way. We think there is absolutely no latitude for the  
11 decisions that were made.

12 And so the approval -- the land use  
13 determinations and the approval of the site plan,  
14 restrictive covenant and the building permit conflict  
15 with zoning code interpretations both before 2011 and  
16 afterwards by the Development Assistance Center, the  
17 City Council, Greg's own department, PDRD that no longer  
18 exists, Code Compliance and City Legal Department. And  
19 we will go through there.

20 The first one is staff interpretations  
21 made in 2007-2008 in response to e-mails sent by members  
22 of the -- of the appellants. Staff -- senior staff at  
23 that and you can find this. The references to the pages  
24 is in -- in the backup material. The staff e-mails  
25 collectively say that the outdoor amphitheater project

1 would require a zoning change or conditional use permit,  
2 that there had been no previous outdoor amphitheater  
3 approved administratively and an outdoor amphitheater is  
4 not a recognized accessory use.

5 So let's get to the meat of the matter,  
6 Section 25-2-921(C) which is in the zoning code, is very  
7 clear. An outdoor public, religious, patriotic, or  
8 historic assembly or exhibit, including a festival,  
9 benefit, fundraising event or similar use that typically  
10 attracts a mass audience may be permitted as a temporary  
11 use under this division if it's in a district of SF-4 or  
12 less restrictive.

13 This is important. The statement says --  
14 the code says that in the RR through SF-3 zoning  
15 district the building official has no authority to even  
16 authorize these outdoor assembly activities period even  
17 on a temporary basis. What's -- the other interesting  
18 point is the rest of this section is the zoning code is,  
19 if you want to have a gathering of more than 50 people  
20 and you get a permit for it, you have to be in a  
21 non-residential zoning district.

22 So as a matter of scale, even if you were  
23 to find some degree or some ambiguity, the code is very  
24 clear that the scale has to be limited to 50 people. We  
25 are discussing a 1500-seat outdoor amphitheater, totally

1 out of scale. Staff response is it's not applicable  
2 because it applies to temporary use. That's a  
3 disingenuous response. We'll get into it.

4 In the -- it's very simple logic. If the  
5 building official can issue a temporary use permit for  
6 an activity, then by definition that activity's  
7 prohibited as a principal accessory use in that zoning  
8 base district. How do we know that?

9 The City Council tells us that. In 2011  
10 they added a definition of temporary use permit to the  
11 sound ordinance because there was concern about  
12 permits -- outdoor activities occurring that were not  
13 legally permitted.

14 That definition's in Section 9-2-1(15).  
15 It's very clear. A permit issued by the Planning and  
16 Development Review Department then the reference of  
17 Chapter 25-2 Article 6, temporary uses, is 25-2-921  
18 authorizes a temporary -- and I emphasize activity not  
19 otherwise allowed as a principal or accessory use in a  
20 base zoning district.

21 It is very logical that, if it's already  
22 permitted, you don't need a temporary use permit for it.  
23 It's already allowed use. It is only for activities  
24 that are not permitted in that zoning district. And as  
25 we just talked about, outdoor activity is an assembly,

1 including religious assembly, is one of those identified  
2 uses that could be approved on a temporary basis but not  
3 in this RR zoning district. This is a 2011 ordinance  
4 and it was passed by council eight months before the  
5 approval of the site plan and restrictive covenant.

6 Now the next part of this is staff -- PDR  
7 staff itself proposed an amendment to the very code  
8 provision we're discussing tonight. And that started in  
9 September of 2012. Now the rationale for this as  
10 explained by staff is that there was a church in East  
11 Austin that was holding outdoor benefits. Actually,  
12 they were holding musical amplified and that's what  
13 stimulated the dispute over there.

14 And staff itself says that in certain  
15 residential zoning districts it is prohibited or  
16 strictly conditioned as to whether or not you can have  
17 outdoor public assembly events. This is Greg's own  
18 staff -- excuse me -- Mr. Guernsey's own staff promoting  
19 and telling the Planning Commission of the City of  
20 Austin, public and the City Council that this code  
21 provision prohibits outdoor assembly in residential  
22 zoning -- in certain residential zoning districts.

23 Now you go on in there and you -- in the  
24 backup material Exhibit 12 you'll see a number of code  
25 amendment backup sheets and they all contain the same

1 language. And this is very important. This code  
2 provision would not have made outdoor religious assembly  
3 a permitted use in any zoning district. All it would  
4 have done is authorize the building official to -- to  
5 issue a temporary use permit for that outdoor public  
6 assembly or religious assembly. It still would be a  
7 prohibited use.

8 Now we have a change. And in -- in --  
9 in -- in late October after all the public hearings are  
10 closed staff proposes a new sentence to this code which  
11 would have made outdoor religious services held on  
12 property developed or used for religious assembly to  
13 be -- not require a temporary use permit. It would have  
14 made them legal.

15 It's -- so going on now in response to  
16 that there were some public pushback. You'll see the A  
17 and C resolution in the backup material.

18 And after that in November 18 Mr. Guernsey  
19 writes a memo to staff and says he's taken another look  
20 at this code provision and he's decided that outdoor  
21 festivals and benefits are part of those principal uses  
22 and the code amendment is no longer necessary.

23 The significance of this memo is it's a  
24 reversal of its own department's position to the council  
25 and Planning Commission and the public for more than 13

1 months. It is -- makes no mention of the land --  
2 LifeAustin land use determinations. And he bases his  
3 new interpretation on non-enforcement of this code  
4 provision, which we'll get into community standards  
5 later on.

6 The next chapter in this, Dolores Catholic  
7 Church May 2013 they hold a festival. They are issued a  
8 citation for holding an outdoor event in an SF-3 zoning  
9 district. They are then sued by the City Legal  
10 Department in municipal court for violation and not  
11 having a temporary use permit because they can't get one  
12 in an SF-3 because the activity is prohibited.

13 Now in October of 2013 the legal  
14 department agrees to dismiss the action if council  
15 adopts the proposed amendment to 25-2-921(C), which is  
16 to authorize the issuance of temporary use permits, not  
17 to make outdoor religious services a permitted use. And  
18 ultimately the city did dismiss that lawsuit one week  
19 after Mr. Guernsey issued his November 18th memo.

20 There was a reasonable doubt. If the city  
21 as an institution recognized the LifeAustin land use  
22 determinations as legal and consistent with the plain  
23 language of the land -- the zoning code, the code  
24 amendment, the last-minute insertion of the 25-2-921D1  
25 (sic) language and the November 18, 2013 memo from

1 Mr. Guernsey would not have been necessary.

2 He'd already made the decision. Yet  
3 there's no reference to it anywhere. And also, the  
4 prosecution of the Dolores Catholic Church would have  
5 been entirely inappropriate if that had been the state  
6 of law in Austin.

7 Outdoor amphitheater as principal use, if  
8 the use is permitted (sic) in a zoning district, then  
9 the development permits for the prohibited use should  
10 not be approved. You cannot get approval of an office  
11 building or some other non-residential building in a  
12 residential district.

13 As to the definition of religious  
14 assembly, this is instructive. The December 17th --  
15 it's actually -- I've got December 17th letter. Maybe  
16 it's December 7th. Mr. Conley, he writes and describes  
17 religious assembly activities, non-religious non-profit  
18 civic uses and some activities that include a fee for  
19 the benefit of a group, a family has an emergency and  
20 need -- like their house burned down or for some  
21 charitable organization.

22 Mr. Guernsey's e-mail says I understand  
23 that the educational and musical presentations will be  
24 limited in scope -- limited in scope -- and will be  
25 subordinate to the primary religious assembly use.

1 Clearly in his statement he is saying the educational  
2 and musical presentations are not religious assembly.  
3 Now the restrictive covenant adds all  
4 these principal uses. The key one is all the sudden  
5 musical and theatrical performances are now a principal  
6 use. And we go on and then also the way the restrictive  
7 covenant's written these occasional charitable events  
8 are now a principal use under religious assembly.

9 The restrictive covenant appears to be  
10 contract zoning, which is illegal in Texas.  
11 Mr. Guernsey has testified that so long as LifeAustin  
12 maintains its tax-exempt status virtually any type of  
13 event may be held at the outdoor amphitheater so long as  
14 it is a fundraising event for a charitable organization.  
15 In effect there is no zoning limitation on the type of  
16 outdoor benefit events that can be held on the property  
17 that's zoned RR.

18 Then the last thing in our appeal is the  
19 occasional limitation. We think that this term is so  
20 vague as to be completely non-enforceable. Now if you  
21 look at Mr. Conley's letter, it should mean infrequent  
22 or not regular. The Oak Hill fire doesn't happen every  
23 year or every month. A home doesn't burn down every  
24 month. It should be infrequently. That was how it was  
25 represented, maybe once, maybe twice a year.

1 LifeAustin in their response concedes  
2 they're holding three to four events a month during the  
3 first six months of operation. That's not infrequent.  
4 That's regular. And we think that this provision  
5 should -- the restrictive covenant should be reversed  
6 because the definition of occasional lacks the numerical  
7 specificity that land use regulations require.

8 I'm not sure where I am on my time but  
9 I've blown through this pretty quickly because I know  
10 we're all anxious to go home. I'll be happy to answer  
11 any questions. And if -- chair, if I have time left  
12 over, I'd like to reserve it and transfer it to my  
13 rebuttal time.

14 CHAIR BURKHARDT: All right. We'll  
15 consider that. Thank you.

16 MR. KLEEMAN: How much time do I have?

17 CHAIR BURKHARDT: How much time do we  
18 have? Six minutes.

19 MR. KLEEMAN: Wow, okay. Now I'm off the  
20 clock. We've got six speakers. I want to bring them  
21 all up so they can --

22 CHAIR BURKHARDT: It would be okay if you  
23 wanted -- I'm inclined to give you six additional  
24 minutes including your five-minute rebuttal time. But  
25 if you'd like to transfer some of that time to your --

1 to your advocates, you can do that.

2 MR. KLEEMAN: Well, if I could peel off  
3 maybe three minutes --

4 CHAIR BURKHARDT: Sure.

5 MR. KLEEMAN: -- to them and --

6 CHAIR BURKHARDT: That would be --

7 MR. KLEEMAN: -- maybe three minutes to  
8 myself, I'd be grateful.

9 CHAIR BURKHARDT: Okay.

10 MR. KLEEMAN: Okay. And so, Mr. Chairman,  
11 what we're going to do is I've got six speakers.  
12 They're all going to kind of line up here.

13 We got an extra three minutes. So y'all  
14 can take a breath.

15 But I've been pounding on them to be  
16 direct, to the point and be brief. And Paula Jones will  
17 be the first speaker.

18 MS. JONES: Good evening, Mr. Chairman,  
19 members of the board, staff. My name is Paula Jones.  
20 I'm president of the Hill Country Estates Homeowners  
21 Association. I -- on behalf of the appellants I  
22 appreciate the opportunity to appear before you today.

23 My involvement with the amphitheater began  
24 on February 25th, 2007 when I read an article in the  
25 Austin American Statesman indicating Randy Phillips and

1 PromiseLand West Church were intending to build a  
2 DreamCity very close to my neighborhood. It went on to  
3 talk about the intent to have an outdoor amphitheater  
4 for concerts and other events and also to build  
5 facilities for racquetball courts, basketball courts and  
6 soccer fields other matters that would be for community  
7 resources.

8 The Statesman quoted Randy Phillips saying  
9 what I want to build is a community resource, what I  
10 want to build is a community resource, I didn't want to  
11 build a church. In 2007 and 2008 residents of my  
12 neighborhood, Covered Bridge and other residents from  
13 nearby neighborhoods requested meetings with Randy  
14 Phillips and PromiseLand West now known as LifeAustin.

15 And we met with them on several occasions  
16 and expressed a willingness to work with them. We  
17 offered to accept an indoor music venue. But what we  
18 couldn't agree to was what was then proposed as a  
19 2500-seat outdoor amphitheater with amplified music that  
20 was going to be a live music venue.

21 Randy Phillips personally said that he  
22 hoped to have eight events per month to be held at the  
23 outdoor amphitheater, which amounts to nearly 100 events  
24 per year. This is not religious assembly and it doesn't  
25 matter that they're calling it religious assembly. That

H 122  
34

1 can be done indoors.  
2 This is about the outdoor assembly of  
3 people. And that is prohibited by the zoning code.  
4 Randy Phillips was also quoted in the Chronicle saying I  
5 know there's people who moved out there expecting it to  
6 be a sleepy little place, I can see why they might be  
7 alarmed but we're going to work hand in hand with the  
8 neighborhoods, we're not here to impose our will on  
9 others. He also added the community will love it.  
10 Well, for eight and a half years  
11 neighborhoods and those surrounding the LifeAustin  
12 parcel have -- and hundreds of city -- city residents  
13 have told them that we do not love it. So on behalf of  
14 the appellants in this community I respectfully request  
15 that you make this right and that you grant our appeals.  
16 MR. KIRK: Good evening. My name is Mike  
17 Kirk. I'm the president of the Covered Bridge Property  
18 Owners Association. I represent 340 homes, 340 families  
19 in our neighborhood. While Hill Country Estates is  
20 located to the west of the amphitheater we are located  
21 to the east of the amphitheater.  
22 My -- our issues are similar to what Hill  
23 Country has. The noise, the music, the lights, the  
24 clapping and shouting now enters our homes whether we  
25 like it or not. The most recent concert this past

1 And that's how it's seen.  
2 It's a travesty that we've been fighting  
3 this for seven years and we're only now being heard. We  
4 are in no way opposed to religion, worship or religious  
5 assembly. But we are opposed to amplified sound  
6 invading and degrading our lives, our neighborhood and  
7 our home values.  
8 I have here 350 signed petitions of  
9 neighbors, people immediately in our neighborhood  
10 surrounding LifeAustin amphitheater. I'd also like for  
11 those of you in support of the appeals to please quickly  
12 stand up or, if you're already standing up, please raise  
13 your hand. And you can see how many people are here  
14 from our community today, tonight.  
15 Please correct this travesty. We -- we  
16 ask you for your help. Thank you.  
17 MR. BUTLER: My name is Kim Butler. I  
18 live at 7100 Bright Star Lane and I'm a former officer  
19 of the Hill Country Estates Homeowners Association.  
20 In an October 2008 meeting with residents  
21 of the area LifeAustin presented their vision for what  
22 was then known as DreamCity. It included components  
23 that were incompatible with the sites rural residential  
24 zoning such as lit sports fields, a six-story parking  
25 garage and an amphitheater.

1 Sunday was heard inside many, many homes in Covered  
2 Bridge and I received many complaints, reports that  
3 sounds upset families, children, children trying to  
4 sleep.  
5 It's intrusive to whatever we do. We  
6 didn't ask for this. In fact, as Paula said, we  
7 begged -- literally begged LifeAustin not to build this  
8 in our neighborhood. We trusted the city officials  
9 would do the right thing and protect us. That's why  
10 we're here today.  
11 We didn't ask for this. I'm sorry. In  
12 addition to the lack of due process and unwanted  
13 intrusion to our homes, I'd like to describe my  
14 community's greatest fear, the fear that people will not  
15 want to move to Covered Bridge and our housing values  
16 plummet. Recent -- recently several of us visited  
17 another development. And when we shared with the real  
18 estate manager where we were from the comment came back  
19 oh, you're the ones with the amphitheater meaning the  
20 word is out and it's probably already affected our  
21 property values. This is grave concern to us.  
22 This is a travesty, a travesty the city  
23 would permit and allow this to happen and that the city  
24 would allow the amphitheater to run, run without sound  
25 permits and operate as any other residential dwelling.

1 LifeAustin when asked why they bought a  
2 property whose zoning would not allow most of the  
3 components they were proposing replied because Christ  
4 was right. LifeAustin knew that their site plan was not  
5 appropriate for the property but they did not care.  
6 I was also the primary contact person for  
7 the neighbors between the neighbors and the site plan  
8 case manager Sara Graham throughout the site plan review  
9 process. After the site plan was approved we received  
10 guidance from the city that a restrictive covenant  
11 agreement would be created to define the use of the  
12 amphitheater.  
13 We were actually assured by city staff  
14 that our fears and concerns would be allayed. The  
15 neighbors asked to be allowed to participate in the  
16 creation of the agreement. I sent the e-mail myself.  
17 Our request was ignored and the agreement was crafted  
18 between city staff and representatives of the church.  
19 As a result the very parties needing  
20 protection were excluded from the process. And the  
21 resulting agreement actually expanded LifeAustin's use  
22 rights for the amphitheater by revising the state and  
23 the city's definition of religious assembly to include  
24 all manner of entertainment, activities typically viewed  
25 as commercial or civic in nature.

1 Today when neighbors call 311 to complain  
2 about the noise from the amphitheater the city logs  
3 these complaints as loud commercial music. That makes  
4 sense. If I brought big name acts like the Gatlin  
5 Brothers to my backyard, charged people 40 bucks a  
6 ticket, charged that for anyone who wanted to attend and  
7 did this every weekend, well, the city would rightfully  
8 call my home a commercial venue.

9 Well, it's time to recognize LifeAustin's  
10 amphitheater as a commercial venue, too, especially  
11 since their house seats 1500. Please approve our  
12 appeals of LifeAustin's site plan, the restrictive  
13 covenant agreement and the building permit. Please make  
14 this right.

15 CHAIR BURKHARDT: Thank you.

16 MS. DANSON: Hi. My name is Kristin  
17 Danson. I live at 6801 Bright Star Lane. I also own  
18 the property next to me at 6805. I've been there for 16  
19 years. I'm on two and a half acres. I -- my house my  
20 last appraisal was approximately 650,000.

21 At this point I'm assuming my property is  
22 definitely going down. This past summer and fall I have  
23 hardly been able to use my pool on the weekends, my  
24 grill, my gazebo and my two and a half acres because all  
25 it is is a bunch of noise coming into my backyard. Now

1 rural residential and I respect the privileges and  
2 responsibilities such a designation means. Hearing the  
3 noise from the amphitheater myself and the outcry from  
4 neighbors motivated me to create the website  
5 lifeaustinnnoise.org to help visualize and record the  
6 complaints created by the church's live concerts.

7 Using Google maps it allows people to pin  
8 their location and specify a level of disturbance  
9 they've experienced. And you'll see on the handout the  
10 screen shot and the map of what it's -- it's collected  
11 so far.

12 So it is my hope that this tool can give a  
13 voice to the neighbors not being heard here tonight. As  
14 you can see on the map, we can certainly hear LifeAustin  
15 outside of the two neighborhoods represented in the  
16 appeal. Thank you.

17 CHAIR BURKHARDT: Thank you.

18 MR. PRUETT: Mr. Chairman, board members,  
19 my name is Darryl Pruett. I'm the president of the Oak  
20 Hill Association of Neighborhoods or OHAN. That is a  
21 umbrella organization of different neighborhood  
22 associations and HOAs and POAs in Oak Hill. We have  
23 about 30 members. So we -- we cover a lot of ground in  
24 Oak Hill.

25 OHAN's advocacy on behalf of its member

1 where a lot of people -- because I'm on the most eastern  
2 side of Hill Country Estates it is now in my home.

3 The sound has continued to go up. I have  
4 been woken from my master bedroom because of the sound.  
5 It sounded like my alarm clock was going off. My  
6 office -- which I primarily work from my house -- when  
7 they're doing sound checks in the afternoons is  
8 extremely disruptive in my home.

9 And, you know, I have two Great Danes.  
10 One of them will not even leave my porch to go outside  
11 because she's afraid that there's people in my backyard.  
12 That's how loud the sound is. So if this is a religious  
13 practice, my question is why is the city enabling  
14 this religious practice to be forced into my home  
15 because that's what this is. This is my home and I've  
16 been there for 16 years. I'm asking you to please make  
17 this right.

18 CHAIR BURKHARDT: All right. Thank you.

19 MR. WATTS: Good evening chair and board  
20 members. My name is Alan Watts. I live on Thomas  
21 Springs Road a few thousand feet north of LifeAustin's  
22 amphitheater and I've spent the past 16 years there  
23 building my sanctuary on my wooded wildlife-filled 10  
24 acres of land.

25 My property like LifeAustin's is zoned

1 organizations includes adopting resolutions on matters  
2 of concern to our members. In this case we've adopted  
3 three different resolutions regarding the LifeAustin  
4 amphitheater going all the way back to 2008. All of  
5 these are in your backup material.

6 As you can see from the resolutions and  
7 the quantity of the correspondence that you've received  
8 from individuals who've had their lives dramatically  
9 impacted by this outdoor assembly and -- and amplified  
10 sound, this is not merely a local problem or one HOA  
11 problem. This is a regional problem that affects  
12 numerous neighborhoods and numerous individuals and not  
13 just the five individuals you've heard here tonight.

14 The problem with the amphitheater that's  
15 shown in your backup materials is also consistent with  
16 what we at OHAN have experienced. It's one -- a  
17 significant problem that has had a far greater impact  
18 than just a couple of people in a single neighborhood.

19 The people affected by this have made  
20 probably what's the -- you know, the most significant  
21 investment of their entire lives in their home. And  
22 they are having that investment destroyed by having  
23 amplified sound and outdoor assembly in residentially  
24 zoned areas. They shouldn't be subject to these  
25 unwanted intrusions into their home and into their

1 seclusion.  
 2 This use is simply incompatible with  
 3 residential use. And we at OHAN would urge the board to  
 4 grant all of the appeals. Thank you.  
 5 CHAIR BURKHARDT: Thank you. All right.  
 6 Where are we on time?  
 7 A/V SUPPORT: Got like two minutes.  
 8 CHAIR BURKHARDT: That's all right. Is  
 9 there any -- any additional comments you'd like to make  
 10 real quickly from the -- from the appellant? You've  
 11 still got your -- you've got your --  
 12 MR. KLEEMAN: I think you allowed me three  
 13 minutes. I don't --  
 14 CHAIR BURKHARDT: I understand you've got  
 15 eight minutes total left for your rebuttal.  
 16 MR. KLEEMAN: That's sufficient --  
 17 CHAIR BURKHARDT: All right.  
 18 MR. KLEEMAN: -- Mr. Chairman.  
 19 CHAIR BURKHARDT: All right. Okay.  
 20 LifeAustin?  
 21 MR. BROUGHTON: I think we have some  
 22 charts they're going to pull up.  
 23 CHAIR BURKHARDT: All right.  
 24 MR. BROUGHTON: If that's okay. Thank  
 25 you. Good evening. My name is Dennis Broughton and I'm

1 Christ. In order to do that we really need to pursue  
 2 three major strategies.  
 3 The first is to enlighten people  
 4 spiritually. The second is to connect people in  
 5 authentic relationships. And the last strategy is to  
 6 encourage our worshipers to serve each other, the lord,  
 7 the church and the community and abroad.  
 8 The model of our church is to use the god  
 9 given gifts of creativity that manifest itself in art,  
 10 drama, dance and music to not only be the way that we  
 11 worship our lord in gratitude for those created gifts  
 12 but also to help to raise the relationship that our  
 13 members have with -- with the lord through recognizing  
 14 the gifts that he has given to the artists that  
 15 participate in those events.  
 16 Our desire is to reach people in Austin  
 17 who may not have a personal relationship with Christ.  
 18 And specifically our desire in building an amphitheater  
 19 was to create a worship venue where people who might be  
 20 somewhat reluctant to enter the doors of a traditional  
 21 church but would be willing to come to an amphitheater  
 22 worship center and allow us to begin to engage them in a  
 23 conversation that we hope would awaken them spiritually.  
 24 And this has proven to be the case. We  
 25 currently have about 2,000 people who worship with us on

1 a member along with my family of LifeAustin Church. And  
 2 I thought -- we thought it might be helpful here to give  
 3 you a little bit of background about LifeAustin Church  
 4 since there have been many statements tonight that have  
 5 mischaracterized what we're about.  
 6 The church is a relatively new church. It  
 7 was formed in 2005. Initially it met in the high school  
 8 here in Austin, started with about 80 members. Over a  
 9 period of seven or eight years the worshipers increased  
 10 to about 600. It allowed the church to purchase some  
 11 property on Highway 71 you've heard about to build  
 12 ourselves a permanent worship center.  
 13 That center was completed in October of  
 14 2012 after the process that you've heard described where  
 15 the church applied to the city for various permits that  
 16 the city told us were required and those permits were  
 17 granted. We initially built our -- what we call our  
 18 main worship center. It seats a couple of thousand  
 19 people in -- in the main worship center. And we've held  
 20 worship there from October of 2012 until currently.  
 21 The initial vision for the church was to  
 22 also build an amphitheater worship center. And by the  
 23 year 2012 we were in a position to begin to make plans  
 24 to do that. The vision of LifeAustin Church is to  
 25 transform people's lives through the power of Jesus

1 Sunday mornings. The amphitheater was completed in mid  
 2 2015. It's a 750 permanent seat amphitheater. We are  
 3 able to bring in portable chairs to seat another 200 or  
 4 so. And there's a nice grassy green knoll that, if  
 5 people want to sit on blankets, several hundred more  
 6 people could sit on blankets and observe the -- the  
 7 worship service that's held there.  
 8 Since we received the city approval of --  
 9 and obtained our certificate of occupancy we also  
 10 underwent a sound test with the City of Austin Music  
 11 Department and received guidance from them about the  
 12 city codes that we would be required to operate under.  
 13 And so we began to have events in mid  
 14 2015. To date we've held about 16 worship and praise  
 15 services in the amphitheater. I think actually maybe  
 16 another one we held Sunday night. The number might have  
 17 changed but up to this point about 16 or so praise and  
 18 worship services in the amphitheater.  
 19 All of these services are characterized by  
 20 prayer, by blessings, by testimonials, by various forms  
 21 of creative arts that are faith-based, Christian --  
 22 contemporary Christian bands, the Gatlin Brothers.  
 23 Larry Gatlin was a member of our -- he's a member of our  
 24 church, attends our church when he's in Austin, gave a  
 25 awesome testimony about his growing up as a gospel

1 singer and later his becoming a Christian.

2 So all of these events are part -- this  
3 is -- this is the way that we worship our lord. Other  
4 people may have different views of what they prefer for  
5 worship. This is the way that we worship. This is the  
6 way that we practice our religious assembly.

7 In scheduling our events they're --  
8 actually determine which events we'll have by the staff  
9 of the church in terms of what they're attempting to  
10 accomplish through the ministry, what kind of event do  
11 they think would bring people to the church that might  
12 not come otherwise, what kind of event would allow our  
13 worshipers to grow closer in their relationship to the  
14 lord.

15 And then events are designed. Sometimes  
16 in order to get the artist that we wish would be part of  
17 our religious assembly event we go through booking  
18 agents. We go through a promoter. The church is  
19 absolutely not in the business of commercial activity in  
20 spite of what you may have heard tonight.

21 These are religious ceremonies, religious  
22 events, worship and praise. We don't have the ability  
23 to ticket. But some of the performers are quite costly  
24 to bring in. And so promoters often times will help us  
25 control the number of people that are going to show up

1 We've held one event this year that might be considered  
2 a charitable event. We actually believe it is a  
3 religious assembly event because it was to the benefit  
4 of a faith-based organization named the Salvation Army.

5 A third-party artist came to us, asked to  
6 lease our facility to have a fundraiser for the  
7 Salvation Army and some of his artist friends come and  
8 participate. And they raised 227,000 dollars in one  
9 night to help homeless women and children through the  
10 Salvation Army, a very strong faith-based organization.  
11 We believe that that is an expression of our religion  
12 and our desire to serve other people through our faith.

13 The -- I'd like to -- to end by  
14 summarizing. The purpose that LifeAustin had in mind in  
15 building that amphitheater was to build a permanent  
16 venue for religious assembly praise and worship events.  
17 And that is the use to which it has been put.

18 Our contemporary praise and worship style  
19 is the style that is preferred by our church members.  
20 At this time I would like to ask -- I'm here  
21 representing a very large congregation of people who  
22 have given sacrificially of their money to build the  
23 amphitheater and some of them have joined me tonight.  
24 I'd like to ask those members that are here in support  
25 of the amphitheater to stand, please.

1 to attend an event by having passes. Sometimes there's  
2 a charge for those passes to help us offset the cost of  
3 the event.

4 I believe you'll see in your -- the  
5 material that we submitted to you in our pre-submission  
6 that the church is -- through these events that we've  
7 had this year the church is -- these events are costing  
8 us about 7,000 dollars an event, more than any amount of  
9 revenue that would come in.

10 So if you really look at the full cost of  
11 this ministry of our church, we're expecting to spend  
12 maybe 250,000 dollars a year to have worship services in  
13 the amphitheater. But we believe that that's what we're  
14 called to do because we believe it will bring people to  
15 our church and allow us to introduce them to a life of  
16 faith and transform their lives.

17 We are -- all events have been carefully  
18 vetted to be in compliance with the restrictive  
19 covenant. I would like to correct one misunderstanding  
20 I believe that's occurred tonight. The occasional  
21 wording in that restrictive covenant modifies charitable  
22 events. It is not occasional worship services.

23 We -- we are allowed through the  
24 restrictive covenant to have worship services, praise  
25 and worship services without restriction on the number.

1 This is a small portion of the 2,000  
2 people who worship in our church and who are dedicated  
3 to using this amphitheater to transform the lives of the  
4 people in Austin. The services are designed to attract  
5 those who might not come to a traditional church.

6 That's okay. Right? There's many  
7 different church communities in this town. We believe  
8 there's a great opportunity to invite some people to  
9 come to our campus that would not come through the doors  
10 even of our church, of our main church building.

11 And I would like to share with you that we  
12 have been fully compliant. The city has cooperated with  
13 us at every step along the way to help us understand  
14 what the requirements are. We have been fully compliant  
15 with every request that the city has made of us in terms  
16 of the permits. We have built it in accordance with the  
17 city's guidance. We used the city music offices to help  
18 us design a state-of-the-art sound system.

19 We have never, never violated the city's  
20 ordinances around sound. And so tonight we would ask  
21 that you would uphold the city staff's decision to  
22 permit our religious use facility known as the  
23 LifeAustin Amphitheater.

24 At this time I would like to ask some of  
25 my other colleagues to come up and make comments. Thank

1 you very much.

2 MR. METCALFE: Steve Metcalfe on behalf  
3 of -- of the church. We'd like to do with the first 20  
4 minutes we may have two or three different people  
5 present you a couple different things.

6 CHAIR BURKHARDT: By my record there's  
7 about nine and a half minutes left.

8 MR. METCALFE: Okay. I think -- I think  
9 Dennis did a really good job of explaining our -- the --  
10 primarily where we are, which is we've been working with  
11 the city on this for a long time to get this done. And  
12 every step of the way we've been following and getting  
13 the permits that the city asked us to get.

14 You know, so we've gone through a site  
15 plan. Restrictive covenant came as part of the site  
16 plan to help further define what religious assembly is.  
17 We've gone through building permits. We were asked by  
18 the city to get an outdoor music venue permit. But then  
19 it was decided that we didn't need that permit.

20 So all -- all along this hasn't been the  
21 church deciding what permits or what rules we have to  
22 follow. We're just following the city's rules. We're  
23 following the rules the city asked us to follow.

24 You know, the crux of what the -- the  
25 appellants are talking about is religious assembly, is

1 It's -- it's a provision that allows you  
2 to get a temporary use permit for a temporary use that  
3 occurs in a -- in a location that doesn't have the  
4 primary zoning or the primary use to allow whatever that  
5 use is. And again, they focus on the new definition of  
6 temporary use permit. But it says it means a permit  
7 issued by the Planning and Development Review Department  
8 to authorize a temporary activity not otherwise allowed  
9 as a principal or accessory use in the base zone  
10 district.

11 We don't need a TUP in -- the base zoning  
12 district allows the religious assembly use, whether it's  
13 indoors or outdoors. And there's nothing in that  
14 section that prohibits, that -- that talks about  
15 prohibiting outdoor assembly use.

16 Somehow we lost our -- so we think it's  
17 clear that what we are doing is religious assembly use.

18 CHAIR BURKHARDT: We -- if you want to  
19 pause and get that back up, we can do that.

20 What happened? All right.

21 MR. METCALFE: So the -- the appellants --  
22 the appellants have been -- have pointed out a number of  
23 occasions where staff has made a decision or  
24 determination and then adjusted that determination,  
25 which is true. But that happens all the time.

1 this religious assembly. And I think from the testimony  
2 and from what you've heard from Dennis and you'll hear  
3 from other members of the church clearly that's what  
4 they're doing there. I mean it's all about -- it's all  
5 about the way this church wants to worship.

6 Some of the things brought up by  
7 appellants regarding indoor versus outdoor, well,  
8 clearly the City of Austin has never made a -- a  
9 distinction between indoor and outdoor. Religious  
10 assembly, it occurs indoors. It occurs outdoors. I  
11 think we'll give you some really good examples of  
12 outdoor worship that's going on at other facilities.

13 Through that process we also -- we also  
14 came up with a restrictive covenant to further define  
15 what those uses are. And then what the appellants -- a  
16 big part of the appellants' argument is that Section  
17 25-2-921 somehow is a prohibition of outdoor religious  
18 assembly.

19 Well, if you look at that section, it  
20 doesn't -- it doesn't -- it doesn't talk about any kind  
21 of prohibition. I mean it's -- all it -- what that  
22 section says is it says that you may get a temporary use  
23 permit. So it says may be permitted. There's nothing  
24 in this section that says it prohibits outdoor assembly  
25 and -- or outdoor religious assembly.

1 I mean they make determinations. Other  
2 issues come up. They look at it. They adjust it. None  
3 of those things were actually passed. They came before  
4 council or they -- or they were pulled back from  
5 council. But those things didn't pass.

6 What the -- what staff has consistently  
7 done and the -- and the permits we have consistently  
8 followed say that religious assembly use is a permitted  
9 use in the RR district, whether that's outdoors or  
10 indoors.

11 And we have a couple other people coming  
12 up but I just thought I would point this out. Based on  
13 our research -- I know that there's some concerns about  
14 property values. But nothing shows that property values  
15 have gone down in either area. Houses are not staying  
16 on the market too long. Everything -- there's nothing  
17 that this amphitheater yet has had a -- an effect on --  
18 on property value. So I thought that was worth pointing  
19 out to you all.

20 MR. CAPEZZUTI: Good evening. My name is  
21 John Capezzuti and I have the honor of serving as the  
22 business pastor at LifeAustin Church.

23 Today I had an opportunity to share some  
24 of the steps that we have taken in order to monitor  
25 sound at our property line to ensure that we have never

Page 50

1 exceeded the 75-decibel limit prescribed by the City of  
2 Austin ordinances with any amplified sound coming from  
3 our amphitheater or anywhere on our property for that  
4 matter.

5 We incorporated significant design  
6 features into the building, including orientation,  
7 directional speakers, sound insulation on both the walls  
8 and the roof as well as louvered sound reflection walls.  
9 We also made a significant investment in landscape and  
10 managed to put in some very mature trees that also  
11 helped mitigate some of the sound emanating from the  
12 amphitheater itself.

13 We are the first organization in the  
14 United States to purchase the state-of-the-art sound  
15 monitoring system designed by world-renowned company  
16 Idibri, who is also responsible for all the audio, video  
17 and lighting that you see in the amphitheater building.  
18 The system allows us to deploy monitoring stations at  
19 our property line as well as in the worship center  
20 itself. And we have a monitor inside the amphitheater  
21 at the front of the house position, which is actually  
22 where the monitor engineer would be mixing the sound in  
23 the -- in the space.

24 We also have two roving monitors that can  
25 deploy on our property and then we also put one on the

Page 52

1 that Mr. Guernsey did not have the authority to do what  
2 he did. And I wanted to point out to you that the Court  
3 of Appeals in a decision that they rendered stated with  
4 respect to each complained-of activity, Guernsey's  
5 e-mail, the restrictive covenant, approval of the site  
6 application or any other activity determined to be use  
7 classification Guernsey had the statutory discretion to  
8 make such determinations and take such actions.

9 So to suggest that he did not have the  
10 authority to do what he did is inconsistent and not  
11 consistent with what the Court of Appeals found.

12 I also wanted to state in the last few  
13 minutes that I have two other points, one of which is  
14 that there's a suggestion -- actually, it's very overt  
15 that religious assembly under the Austin code cannot be  
16 outside, just can't is what they allege.

17 And, in fact, Mr. Guernsey knew what the  
18 law is about free expression of religion when he took  
19 the steps that he did. And this board actually under  
20 the law is required to make sure that you understand  
21 what the obligations are from the board as to regulating  
22 free expression of religion.

23 We didn't take -- it didn't take much time  
24 to actually go on Facebooks of churches around Austin to  
25 find pictures of outdoor activities. For instance, this

Page 51

1 cast and west property lines at all times. By deploying  
2 this system both at the property line and within the  
3 worship center at every event that takes place at the  
4 LifeAustin Amphitheater -- and I want to emphasize the  
5 word every event -- that takes place at the amphitheater  
6 we are also able to monitor both remotely and locally  
7 the levels of the sound emanating from the speakers at  
8 our amphitheater.

9 During our praise and worship events these  
10 levels are consistently monitored in real time by a  
11 church staff member to ensure that we do not exceed any  
12 appropriate levels at the property line. Based on my  
13 personal observations, a review of all the data from  
14 every event that we've had so far, we have never been in  
15 violation of the 75-decibel limit at the property line.  
16 I want to emphasize the word never. We have never  
17 exceeded 75 decibels at the property line, which is the  
18 level that was set forth by the city.

19 I thank you for your time.

20 CHAIR BURKHARDT: Thank you.

21 MR. WEISBART: Good evening. I'm Geoff  
22 Weisbart on behalf of the church. I know I don't have  
23 much time left but I did want to address a couple of the  
24 precise points in their appeal.

25 One of the things that they've alleged is

Page 53

1 is First Baptist Church of Austin outside. This is one  
2 of their outdoor events, Red River Church, St. Louis of  
3 France Catholic Church you might notice there. This is  
4 the San Jose Catholic Church actually holding mass  
5 outside with amplified sound.

6 My time's up.

7 CHAIR BURKHARDT: Why don't you take  
8 another 30 seconds.

9 MR. WEISBART: And the point that I'm  
10 making is that Mr. Guernsey knew that within Austin  
11 religious assembly, freedom of religion occurs outside  
12 and many people -- there's another example -- feel that  
13 it's very appropriate to be outside.

14 There was a suggestion that the city filed  
15 a complaint against the Dolores Church because they  
16 attempted to do it. And the point that I want to make  
17 to you is that city staff and the City Legal Department  
18 finally realized that it was inappropriate to charge  
19 that church with doing anything wrong and they dismissed  
20 that complaint.

21 And if you look at the restrictive  
22 covenant and if you look at the signature page, what you  
23 will find is not only did that get signed by  
24 Mr. Guernsey, that document is fully approved by the  
25 city legal staff right there. So this was not a

## Page 54

1 decision that was lightly made. It was done with  
2 counsel and was correctly made.

3 Thank you.

4 CHAIR BURKHARDT: Thank you. All right.  
5 Now we'll hear speakers for LifeAustin. You-all have 10  
6 minutes.

7 MR. HARRISON: My name's Allen Harrison.  
8 I'm a member at LifeAustin Church. I'd like to thank  
9 all of you for your service and for listening to the --  
10 and helping our community.

11 My faith in Christ is central to who I am.  
12 Consequently, my church is central to how I live my  
13 life. LifeAustin has been a blessing to me, to my wife,  
14 and to my kids. We have invested our time as well as  
15 our finances in -- in the amphitheater because we  
16 believe that it's an expression of who Christ has called  
17 us to be as a congregation in this particular community,  
18 a community that emphasizes music, that emphasizes the  
19 outdoors, that emphasizes unconventional approaches to a  
20 whole lot of different aspects of life, including  
21 church.

22 I realize that it can seem a little bit  
23 unconventional to have an amphitheater as part of a  
24 church worship service and part of the church ministry  
25 but it really shouldn't. Jesus did some of his best

## Page 56

1 directly. About five years ago when I had no  
2 relationship with this church other than very casual and  
3 I was going to another church. And this church when I  
4 went through a very difficult situation and I wound up  
5 at M.D. Anderson and some lengthy surgeries and -- and a  
6 12-hour surgery my pastor -- my current pastor sent  
7 somebody from the church down there to be with me and my  
8 family.

9 He didn't really know, pastor didn't know  
10 me. That's the love that my pastor has for me and the  
11 people that are in this church. And as you would look  
12 into the -- the people that are in this place now, the  
13 reason that we're here is because our pastor loves us  
14 and our pastor loves the people that are in our church  
15 and are engaged in worship.

16 For me he helped me understand that  
17 worship is a healing process. And in the time that I  
18 was at M.D. Anderson and the years that I've gone  
19 through there the -- the doctors down there say  
20 miraculous. And I know that it's come from expression  
21 of worship.

22 This amphitheater is a tremendous part of  
23 what our pastor's vision is for the transformation of  
24 lives and it's transformed over 400 people. The finance  
25 team, we keep track of the people who claim

## Page 55

1 work outside. And we -- you may know the most famous  
2 sermon was the sermon on the mount. It wasn't the  
3 sermon in the temple. It wasn't the sermon in the  
4 synagogue.

5 It was outdoors because that's where the  
6 people were. And we believe in this community we are  
7 likely to be able to impact people's lives by offering  
8 services in an amphitheater setting that does not feel  
9 like a traditional church, that may be less  
10 uncomfortable or less foreign to someone and that by  
11 offering our services in that venue we can reach people  
12 who might not otherwise come to our church.

13 Whether we meet indoors or outdoors, our  
14 intent is the same, to exalt the name of Jesus Christ  
15 because we know what he knew, that it does not take  
16 walls to have church.

17 MR. WILLIAMS: Alan Williams, I'm the  
18 finance chair of LifeAustin and volunteer there and  
19 serve as a -- on that committee.

20 My personal expression and interest in  
21 this is that what worship has done and my pastor's --  
22 Pastor Randy's vision for this church is as Dennis  
23 Broughton explained is for transformation, is  
24 transformation through worship and through the arts.

25 And for me personally this fit me really

## Page 57

1 transformation and restoration. And it's been over 400  
2 people in six months.

3 This fits the vision of the church and so  
4 powerful, this major outreach for who we are. Thank you  
5 very much for your consideration.

6 CHAIR BURKHARDT: Thank you. Is there  
7 anyone else? There's about six and a half minutes left.

8 MR. BLACKMON: I'll go.

9 CHAIR BURKHARDT: All right.

10 MR. BLACKMON: My name is Fred Blackmon,  
11 Jr. I'm not a member of this church. I'm a member of a  
12 different church but I'm here in support.

13 I bet you've never even been to the  
14 amphitheater. But I do know that it is the vision of  
15 any church or any religious organization, whether it be  
16 Christian, Muslim, whatever is to find a way to reach  
17 out to others to show others that there -- that there is  
18 a -- a better way. And I feel like that's just what  
19 LifeAustin is attempting to do in this situation is to  
20 show other people that there's a better way.

21 And when you do that, when you say to  
22 someone else you don't have to do this, there's the  
23 better way, you change not only their future but the  
24 future of the people around them because you might  
25 change a criminal from a criminal. And, therefore, your

1 house won't get broken into.  
 2 And this is a small thing people overlook.  
 3 But the -- the reason the amphitheater is there, the  
 4 reason that all these churches are having events outside  
 5 is not to bother the neighbors. It's just to show other  
 6 people that there's a better way and that, when you walk  
 7 the better way, you walk the better line, then your  
 8 children will turn out better and keep their kids in  
 9 school, they go to college and have a better life.  
 10 For some people that may seem trivial. I  
 11 just woke up, my parents told me go to college and  
 12 that's what I did. But for others it's not that simple.  
 13 If there's not someone helping them to see the better  
 14 way, they won't ever see it.  
 15 And places like this church and other  
 16 churches that have these events, they are truly trying  
 17 to change the face of Austin, Texas for the better. And  
 18 I think it's something that should be applauded and not  
 19 something that should be looked down upon. I can rest  
 20 assured that had not someone from a church come and told  
 21 me there's a better way you might be wondering about me  
 22 breaking into your house or breaking into your car  
 23 because I was not always a good guy.  
 24 So I think that we -- and I'm just being  
 25 honest. You know, but we need to look at something to

1 this. Maybe there is something we can do -- to  
 2 appease the neighbors. Maybe we drop the decibel level  
 3 from 75 to 65 or whatever the situation may be. But to  
 4 shut down the amphitheater completely I think would be a  
 5 great mistake, a great mistake for city of Austin and  
 6 for the people in our community.  
 7 CHAIR BURKHARDT: All right. Thank you.  
 8 About three and a half minutes.  
 9 MR. JACK: My name is Jack. I'm a member  
 10 of LifeAustin Church. I've been there about three and a  
 11 half years now and I came there because it was like  
 12 going home. It was a tremendous community of people  
 13 that are loving and caring and it just really touched my  
 14 heart.  
 15 And when I heard that they were going to  
 16 be building the amphitheater I was excited. I was a  
 17 worship leader for over 10 years at a church in  
 18 California. And I know that through the worship people  
 19 were brought to love and they were just in love with the  
 20 lord because they were able to hear the music that just  
 21 softened their heart.  
 22 My grandmother used to sing one of the  
 23 songs that they sang at our church. It just brought me  
 24 back home to thinking about all the past that I had with  
 25 my family and stuff.

1 So I just wanted to say I'm very thankful  
 2 of the fact that we do have an amphitheater there to  
 3 reach out to the community and just bring everybody back  
 4 to their natural place. That's all. Thank you.  
 5 CHAIR BURKHARDT: Thank you.  
 6 MR. JESSEE: Thank you for the time,  
 7 board. My name is Dan Jessee. I'm a member of  
 8 LifeAustin Church. I've been a member for about two and  
 9 a half years.  
 10 I was raised in a tradition very different  
 11 than the tradition as -- and worship as practiced at  
 12 LifeAustin. In the last two and a half years I've  
 13 become the lead of our Celebrate Recovery Program, which  
 14 is working hard to transform lives.  
 15 And I stand here tonight as a testimony  
 16 that what's happening at LifeAustin is powerful. The  
 17 worship and the transformation is real. And I believe  
 18 that the entire programmatic approach LifeAustin has to  
 19 dealing with people, especially the unchurched and those  
 20 that are coming to the lord for the first time, is  
 21 something that should be respected and something that  
 22 should be encouraged.  
 23 Thank you very much.  
 24 CHAIR BURKHARDT: Thank you. About a  
 25 minute and a half. Anyone want to say anything?

1 MR. LACQUEMENT: Good evening. My name is  
 2 Mel Lacquement. I do not belong to the church. I'm an  
 3 expert witness in zoning law, comprehensive planning,  
 4 have served on many boards here in Austin as well as  
 5 other states. I've enabled legislation in Nevada, Las  
 6 Vegas, Missouri, Lake Charles, Louisiana, Shreveport,  
 7 Texas, Dallas and Austin.  
 8 I've handled over 300 zoning cases  
 9 throughout the United States and have won every one.  
 10 I've never lost a zoning case. I've looked at -- at  
 11 what's going on here and I find no fault. I find no  
 12 evidence of fault. I find that what the church is doing  
 13 is proper and it's in order and should be respected.  
 14 Now I attended the church for a VA  
 15 ceremony last month. And it was the first time I have  
 16 felt honored to be a disabled veteran in the military  
 17 forces. This church gave that to me. I'm a hundred  
 18 percent disabled Ranger. It honored all the military  
 19 forces that have deceased, that have survived, that are  
 20 disabled and especially the young forces that are going  
 21 overseas now to face the terrorism and the chaos in  
 22 harm's way that they are facing.  
 23 This church allowed that to be presented.  
 24 There's only one comment that I would have on -- on the  
 25 restrictive covenants.

1 I know my time's up. Customary and  
2 incidental accessory uses are permitted by the  
3 restrictive covenants. And I would consider most of  
4 those things that they've done or all of them fall under  
5 that category. Since July they have had 16 events,  
6 which amounts to three events a month.

7 CHAIR BURKHARDT: Please wrap up.

8 MR. LACQUEMENT: Thank you very much for  
9 your attention.

10 CHAIR BURKHARDT: Thank you. Okay. By my  
11 record you have eight minutes.

12 MR. KLEEMAN: Thank you. Thank you.  
13 Robert Kleeman again for the appellants and I'll try to  
14 go a little bit slower than I did the first time but try  
15 and save the time.

16 There's a very powerful statement is that  
17 actions speak louder than words. And so tonight you've  
18 heard testimony regarding making the amphitheater seem  
19 smaller than we've claimed. All you have to do is look  
20 at page 164 of the material to see where we get the  
21 thousand plus 500 number.

22 And, you know, the statement that this is  
23 a worship center, I urge you to look at page 161 of the  
24 material. These are both documents prepared by the  
25 church.

1 It's notable that in the response there's  
2 really no counter-argument to the fact that when we laid  
3 out the lawsuit and the code amendment that somehow the  
4 land use determinations that are so unchallengeable now  
5 were forgotten during an entire year of processing the  
6 code amendment and that the city would prosecute a  
7 church for violating this very provision of the church  
8 (sic).

9 There was a statement that --  
10 representation that the lawsuit was dismissed because  
11 the city realized it had been a mistake. Please look at  
12 page 327 of the material that we have in front of you.  
13 And it is the court order that says the city has agreed  
14 to dismiss if the ordinance passes. All right?

15 And where -- this is going to get into our  
16 appeal that has not been forwarded that we'll -- I'll  
17 talk about in a minute. But that lawsuit was dismissed  
18 one week after Mr. Guemsey's memorandum of November 18.

19 There's quite a bit of material in the  
20 brief from the church regarding state and federal law.  
21 They did not bring that up. The scope of your  
22 jurisdiction is strictly limited to the zoning code  
23 itself.

24 And it is disconcerting that there is no  
25 sensitivity, no -- no sense of concern that people are

1 hearing this in their homes and it's disrupting children  
2 on school nights. This is -- I can't even comprehend  
3 it. And the fact that they -- that the government is  
4 allowing them to force their religious beliefs into the  
5 homes of people who don't agree to it is outrageous.

6 Now this argument that -- remember the  
7 last picture I had up with all the outdoor activities.  
8 The City of Austin enforces its zoning code and its  
9 whole land development code on complaints. It enforces  
10 by complaints. And what this really is is a way for  
11 community standards to come into play.

12 The -- the Martha Salinas, who made the  
13 complaints regarding Dolores Catholic Church, she had  
14 not complained about the prior festivals they had. It's  
15 only when they plugged in the amplifiers and started  
16 having loud music. It is the nature of these activities  
17 that is changing.

18 There were no complaints regarding  
19 schoolchildren having the Spring Fling or the Fall  
20 Festival because the community accepts those. But Texas  
21 law is very clear. You cannot change the code by  
22 non-enforcement or by erroneous decisions by staff  
23 members. Only the City Council can change the land  
24 development code.

25 This prohibition that is in 9-2 --

1 25-2-921, temporary use permits, specifically C, has  
2 been in the code for 30 years. This is not anything  
3 new. And the code does not discriminate between  
4 religious assembly and other things. It is in there and  
5 is very clear and it is -- I cannot -- it is hard to  
6 believe that anyone can read this -- this stretch of  
7 data we -- and evidence we put before you and say oh, it  
8 only applies to temporary use permits. If it's allowed,  
9 you don't need a permit, period, if it's an allowed  
10 activity.

11 Now let's talk about reliance. As they  
12 say in the letter that we're relying on city directors,  
13 well, let me tell you the church has had very able  
14 counsel with Mr. Metcalfe from the beginning. Mr. Carl  
15 Conley's a former city employee that helped them.

16 Now what is not in the brief but -- but is  
17 in your backup material is really the instigating event  
18 here. Now according to Mr. Guemsey's sworn testimony  
19 he was summoned to a meeting in November of 2008 to his  
20 immediate boss, Assistant City Manager Laura Huffman,  
21 for a meeting with Randy Phillips, Carl Conley and other  
22 representatives of the church to talk about religious  
23 assembly.

24 The -- the idea of achieving the outdoor  
25 amphitheater had already been discussed publicly for

1 over a year. I've been doing land development law for  
2 over 30 years in this city. And there's only one reason  
3 that you go see the assistant city manager over Greg  
4 Guernsey. And that's because staff is not giving you  
5 the answer you want. You're going over their heads.

6 One month later Carl Conley sends the  
7 setup letter. And then a week later you get the e-mail  
8 back from Mr. Guernsey. They had been heavily involved  
9 in formulating and laying out the strategy from the  
10 get-go. So -- and they were involved in preparing the  
11 first draft of the restrictive covenant.

12 And it's all laid out -- this was all  
13 planned out many years ago. They are not innocent  
14 victims. They knew exactly what they were doing.

15 Also, in March 2004 the appellant sent a  
16 letter to the church asking them to please not build the  
17 amphitheater. We were in litigation with the city. We  
18 said it would be -- it would be a terrible thing to  
19 build the amphitheater and then have our appeal heard by  
20 this body and have those permits reversed. They went  
21 ahead anyway. They assumed the risk. And that risk is  
22 also embedded in the code.

23 So the 311 calls, I don't care it's 75  
24 dBA. That has no applicability -- we're not going to get  
25 into the sound ordinance. That's not really applicable.

1 But there have been almost 200 calls made to 311. You  
2 have a sampling in your materials regarding people  
3 complaining about hearing it in their homes.

4 I don't care what the dBA is. If people  
5 can hear it in their homes, it's too loud, period.  
6 Now -- and you can find that in Exhibit 9.

7 Now the other thing that, again, is not  
8 within the scope of your jurisdiction but you should be  
9 mindful of the change that staff has made under the  
10 sound ordinance. Look at Exhibit 20. It starts off  
11 with an e-mail to me from Mr. Lloyd regarding the -- it  
12 is now a residence. Even Mr. Guernsey admitted that.

13 Well, turn a couple pages and you'll see  
14 the December 2011 e-mail to me from Mr. Lloyd and -- who  
15 has checked with everybody else and we were assured that  
16 they could not operate without a sound permit because  
17 they were not a residence. Talk about being thrown  
18 under the bus multiple times, that's what we're feeling  
19 with staff continuing to change.

20 There's a reason that outdoor  
21 entertainment is strictly limited under the zoning code  
22 to a few commercial districts and still requires  
23 conditional use permit because it has significant  
24 impacts that we are now experiencing.

25 So we appealed that November 18, 2013

1 memo. Staff has refused to forward it to you. They say  
2 there was no decision there, there was nothing to  
3 review, nothing to appeal. Well, since then the city  
4 staff relied upon it to dismiss the lawsuit. Then they  
5 have ceased requiring temporary use permits in SF-3.

6 We are asking you to direct staff to  
7 forward that appeal to this body. We have a right to be  
8 heard because it's being implemented and it's being  
9 respected. And it's important because it applied  
10 city -- I'm wrapping up, Mr. Chairman -- and or some  
11 other decision made. It did not comply with 25-19 --  
12 197, which was a reform passed by the City Council after  
13 the travesty of this event.

14 And we ask you to reverse the decision  
15 I've talked about earlier. We think that they've been  
16 granted extreme special privileges. There's only four  
17 outdoor amphitheaters in the city of Austin. They've  
18 got one of them, no public hearings.

19 We think that it's not inline with a RR  
20 rural area. By definition RR is rural characteristics.  
21 A 1500-seat outdoor amphitheater is certainly not a  
22 residential rural use. And we think that the -- that  
23 there is no doubt that the code prohibits this activity.

24 And I appreciate your consideration. We  
25 do ask -- I think I'm supposed to have a big finale

1 here -- to make this right. I'll be happy to answer any  
2 questions you may have.

3 CHAIR BURKHARDT: All right. Thank you.  
4 We close the public hearing now.

5 So I've got a few questions both for  
6 LifeAustin and for the appellants. And I guess -- you  
7 know, what -- what's come up I think it's clearly a  
8 matter of scale. I guess I don't feel as though outdoor  
9 religious assembly would be objected on a -- on a  
10 compatible basis.

11 But there's a lot of -- you know, there's  
12 an astonishing amount of homeowners in here that clearly  
13 are affected or they wouldn't be here.

14 How many -- how many -- how many events do  
15 you have during the -- during the month? Can somebody  
16 tell me that?

17 MR. BROUGHTON: We don't have a set  
18 number.

19 CHAIR BURKHARDT: Come up to the  
20 microphone, please.

21 MR. BROUGHTON: Yes, sir. I'll be happy  
22 to. I believe we've had 17 events since July. We don't  
23 have a set number.

24 CHAIR BURKHARDT: Do you have an outdoor  
25 service every Sunday?

1 MR. BROUGHTON: I'm sorry?  
 2 CHAIR BURKHARDT: Do you have an outdoor  
 3 service every Sunday?  
 4 MR. BROUGHTON: We have not started those  
 5 yet. We anticipate doing so, yes, sir.  
 6 CHAIR BURKHARDT: And -- and what times of  
 7 day do you have these events or the days during the  
 8 week? When do -- when do -- when do these occur the  
 9 ones you've had and the ones you plan to have on your  
 10 schedule?  
 11 MR. BROUGHTON: Many of them --  
 12 CHAIR BURKHARDT: Give us -- give us an  
 13 idea.  
 14 MR. BROUGHTON: Okay. I'll try to. Many  
 15 of them --  
 16 CHAIR BURKHARDT: Having them on a -- on a  
 17 Sunday, you know, I guess is -- if you're not having  
 18 them on a Sunday, then I guess it's -- it's important  
 19 that we have an understanding of that.  
 20 MR. BROUGHTON: Some -- yes. Some of them  
 21 are on Sunday, yes, sir. Some of them are on other  
 22 days, Thursday, a Friday. You know, we have church  
 23 event -- we have events at our church throughout the  
 24 week. We have regular Wednesday services.  
 25 We at times have events in the

1 message.  
 2 MR. BROUGHTON: Well --  
 3 CHAIR BURKHARDT: And I -- and I guess  
 4 that's how I would interpret it right now so -- if  
 5 you'll allow me. So -- and I -- I guess I would also  
 6 make the comment that a fundraiser that raises 227,000  
 7 dollars regardless of how sympathetic I might be to the  
 8 particular, you know, recipient is -- it speaks to a --  
 9 just a profoundly large event.  
 10 I mean -- and there may be one or two  
 11 donors that contribute. But I mean I think when  
 12 you're -- when you're starting to make -- make -- you  
 13 know, may have a venue that can -- that can create that  
 14 kind of profit to a -- to a -- to a charity of any kind  
 15 that's a fairly significant event. That's not -- that's  
 16 not a, you know, something that I would consider part of  
 17 religious assembly.  
 18 Okay. Questions for the applicants or  
 19 the -- or the city? Ms. Hawthorne?  
 20 MS. HAWTHORNE: I actually see someone  
 21 from the sound office here and I would like to ask  
 22 questions regarding your visit out there. I -- I -- I  
 23 am on the Board of Adjustment. But I also live behind  
 24 Zilker Park and I live on a canyon behind Zilker Park.  
 25 And I can tell you that my experience of

1 amphitheater. There's -- a lot of times it depends on  
 2 when we can get a particular artist to be part of our  
 3 worship service. You know, they're only available at  
 4 certain times. And so that controls which day of the  
 5 week we would have the event.  
 6 CHAIR BURKHARDT: The material that was  
 7 passed out last -- during the rebuttal clearly shows  
 8 what I would consider a commercial venue. And then  
 9 obviously the shirts, you know, speak to the same.  
 10 It's -- the shirts that you've got on say Austin  
 11 Amphitheater. They don't say LifeAustin Church. I  
 12 guess I --  
 13 (Applause)  
 14 CHAIR BURKHARDT: I really would like to  
 15 ask you -- all to please not -- not applaud. It's -- no  
 16 matter who says what I'd appreciate it if we all  
 17 maintain silence.  
 18 MR. BROUGHTON: Okay. I mean if you'll --  
 19 if you --  
 20 CHAIR BURKHARDT: I -- I -- I understand.  
 21 But I -- I see what I see. It is -- in small print it  
 22 may say LifeAustin. But --  
 23 MR. BROUGHTON: Yes, sir.  
 24 CHAIR BURKHARDT: -- the message is -- is  
 25 not a worship message. It's a -- it's a commercial

1 Fun Fun Fun Fest when living all the way by Zilker Park  
 2 and -- and hearing neighbor complaints almost all the  
 3 way to 360 on the noise from Fun Fun Fun Fest, how does  
 4 Fun Fun Fun Fest rate at a dB level at the property line  
 5 of the venue?  
 6 MR. MURRAY: I'm David Murray, City of  
 7 Austin Music --  
 8 MS. HAWTHORNE: Thank you.  
 9 MR. MURRAY: As Mr. Guernsey stated  
 10 earlier, this is really more I think about the land use.  
 11 But I'll try and answer your question.  
 12 MS. HAWTHORNE: It's just a curiosity.  
 13 MR. MURRAY: Fun Fun Fun is allowed 85  
 14 decibels at the property line.  
 15 MS. HAWTHORNE: And it's pretty  
 16 interesting because in one day of Fun Fun Fun I actually  
 17 got more complaints than two weekends of ACL. It's  
 18 pretty interesting. And it's one thing to like Pearl  
 19 Jam. It's another thing for Pearl Jam to be in your  
 20 living room.  
 21 And it's -- and Drake and I are not  
 22 friends. Neither -- the Mouse, whatever that was, we're  
 23 not friends either. So while I can like something and  
 24 appreciate it, for it to be in my home is another thing  
 25 when I have my doors and windows shut, whether or not I

1 want to go outside or not, whether or not I have to have  
 2 the TV on or the stereo on and I still can hear it.  
 3 That -- that's -- that's what happens to  
 4 me with Blues on the Green. That's only every two  
 5 weeks, you know, for a while. I mean it just -- you  
 6 get -- you get tired. You just get tired. I mean --  
 7 and I think that's -- that's part of the issue. And I  
 8 think that the code does talk about an enclosed  
 9 structure. And I would really like to see that -- that  
 10 perhaps that we close the public hearing and that  
 11 perhaps --  
 12 CHAIR BURKHARDT: We've closed it.  
 13 MS. HAWTHORNE: -- we -- we go ahead and  
 14 postpone this item and let the parties talk is really  
 15 what I would like to see.  
 16 CHAIR BURKHARDT: We have other  
 17 commissioners that would like to --  
 18 MS. HAWTHORNE: Oh, I know. But I'm --  
 19 I'm --  
 20 CHAIR BURKHARDT: We got to go --  
 21 MS. HAWTHORNE: It's my turn. Right?  
 22 CHAIR BURKHARDT: I understand. I don't  
 23 know if that was a --  
 24 MS. HAWTHORNE: My turn.  
 25 CHAIR BURKHARDT: -- motion or not or

1 it. And so can you walk me through the due process?  
 2 Like what mechanism following your -- you hit enter and  
 3 sent the e-mail. What mechanism was there for an appeal  
 4 had they made the request timely?  
 5 MR. GUERNSEY: As I said, most of these  
 6 determinations are really brought by a property owner or  
 7 an agent for a property owner asking or inquiring. Say  
 8 a home -- an Office Depot wants to move in a location,  
 9 is this, you know, general retail sales limited use, can  
 10 I operate there, do we need a letter from a bank so that  
 11 when me and my staff would write that I might respond my  
 12 guess is permanent use.  
 13 It's not common necessarily for the  
 14 adjacent property owner that's next door that may have  
 15 an interest in that particular issue. And it was our  
 16 practice that there was no notice required until council  
 17 changed the ordinances after all this took place.  
 18 MR. GOFF: Okay.  
 19 MR. GUERNSEY: So whether it was by  
 20 e-mail, whether it was somebody walking into what we  
 21 call our Development Assistance Center as a  
 22 representative making inquiry, you know, homeowner, can  
 23 I build this garage in my backyard, build a --  
 24 MR. GOFF: Right.  
 25 MR. GUERNSEY: -- my backyard, you know,

1 proceeding with making --  
 2 MS. HAWTHORNE: Huh-uh.  
 3 CHAIR BURKHARDT: -- a motion.  
 4 Commissioner Valadez?  
 5 MS. HAWTHORNE: I -- and now I'm done  
 6 talking. Is that what you just said?  
 7 MR. GOFF: Unless she has more comments.  
 8 I did interrupt.  
 9 MS. HAWTHORNE: Oh, please. Okay.  
 10 I'll -- I will stop.  
 11 CHAIR BURKHARDT: Good. All right.  
 12 Mr. Goff?  
 13 MR. GOFF: So I have a -- I wrote down a  
 14 number of questions. And so I'm happy to stop halfway  
 15 between and go to somebody else as well. But -- and  
 16 then I also have comments to my other board members so  
 17 we can deliberate in public on this one.  
 18 But the first one's for Mr. Guernsey. So  
 19 this is on the e-mail. I -- from my view I think -- I  
 20 believe that I agree with your assertion that you do  
 21 have the authority to determine land use and that's well  
 22 within your rights as the director of the department.  
 23 But I have trouble understanding how an  
 24 e-mail that wasn't made available to anyone could allow  
 25 for an appeal that -- also the right of people to appeal

1 all the way through to commercial use of, you know, what  
 2 is ancillary or what is part of the principal use, that  
 3 was a very common practice.  
 4 MR. GOFF: So I think that the answer then  
 5 is there -- there wasn't a mechanism for them to know  
 6 because there's no requirement to notice. And so --  
 7 MR. GUERNSEY: That's correct.  
 8 MR. GOFF: And so maybe that's why council  
 9 later amended the code in order to create that so it  
 10 would fill in that due process gap.  
 11 MR. GUERNSEY: Yes. I believe -- I  
 12 believe that to be true because under certain use  
 13 determinations every day there are permits that are  
 14 issued by the city to allow restaurants, office  
 15 building, churches, homes.  
 16 And with every permit that's issued there  
 17 is a use determination that's made. There are not  
 18 notices sent to adjacent property owners of those things  
 19 because they are deemed to be similar code. And so it  
 20 was changed after this. But the issue before you  
 21 tonight is really about the facts that existed prior to  
 22 those ordinance changes.  
 23 MR. GOFF: Okay. So to my other board  
 24 members I kind of see two issues here. One is the  
 25 question of the right to an appeal and the due process

1 question. The other is the land use issues.  
2 And I'd like to ask one more question  
3 about the land use issues and I have a few more  
4 questions. I defer to the chair for when I can ask  
5 them.

6 But on -- on the land use one for  
7 Mr. Kleeman I didn't see in your filed testimony  
8 anything about the description of uses, 25-2-641 which  
9 describes religious assembly. And that's the one where  
10 it says a property tax exemption is prima facie evidence  
11 of religious assembly use.

12 My understanding is this site has that tax  
13 exemption, which I wonder how you would respond to that  
14 and how you would recommend that the board consider that  
15 sentence in the code.

16 MR. KLEEMAN: Well, I don't think that's  
17 the controlling provision, this definition. And if you  
18 look at the definition, it's limited to organized  
19 religious education and worship, period. And it does  
20 not include community recreation and other things.

21 What we're talking about is outdoor  
22 activities which -- and if you go to --

23 MR. GOFF: Sure.

24 MR. KLEEMAN: -- swap the numbers here --  
25 25-2-491C, which says that land use chart of what you

1 all around the world. I've seen cathedrals everywhere.  
2 I've been to the Sistine Chapel. I've been to Rome.  
3 I've seen some of these religious churches. So I don't  
4 want to use tax exempt status as a blanket to just --

5 MR. GOFF: Fair enough.

6 MR. VON OHLEN: That's my political  
7 statement right there.

8 CHAIR BURKHARDT: Commissioner Bailey had  
9 a question.

10 MR. VON OHLEN: Sure.

11 MS. BAILEY: I have a question for  
12 Mr. Guernsey. I just want a clarification on a point  
13 that you made and then something that was said by the  
14 LifeAustin Church.

15 You were saying that -- that the  
16 amphitheater is a building because it had a building  
17 permit. Yet they stated that they have at least 200  
18 lawn seats where they do these passes that are outside  
19 of that building and outside of that amphitheater area  
20 although they look at the stage.

21 How would you classify that?

22 MR. GUERNSEY: That's still part of that  
23 religious assembly activity.

24 MS. BAILEY: But -- because you were  
25 saying the amphitheater is a building?

1 can and cannot do is subject to all the more restrictive  
2 provisions. And this is one of those. And it says  
3 outdoor religious assembly, that you can't get a  
4 temporary use permit for it in these zoning districts.

5 MR. GOFF: Okay. And so I -- I read the  
6 section about the temporary use. It seems without  
7 stating how I am weighing the whole matter the most  
8 problematic thing for your -- your case is there is a  
9 tax exemption for the whole site, including the  
10 amphitheater.

11 MR. VON OHLEN: But I don't even want to  
12 go there because personally myself I feel everybody  
13 wants to have it -- I'm going -- I'm going to go there.  
14 People want to have a separation of church and state,  
15 church and politics. We have that mix-up going on so  
16 much right now personally myself I feel churches should  
17 be taxed because some of the most prime properties that  
18 we have in the country has gone to churches and some of  
19 the prime events, fundraising events.

20 I've seen that church. I've seen the --  
21 the church and I've been to the church PromiseLand on  
22 Burnet Road. They're massive structures on prime land.  
23 And I -- and I don't mean to pick on them, you know,  
24 being as I traveled all around the world.

25 As my Ranger brother over here I've been

1 MR. GUERNSEY: The -- the point that I  
2 understand from the appellants was that this is purely  
3 an outdoor activity, it's not enclosed. That  
4 amphitheater building does have roof, does have walls,  
5 does have enclosed spaces in it.

6 And so --

7 MS. BAILEY: But not the --

8 MR. GUERNSEY: -- my point --

9 MS. BAILEY: -- lawn.

10 MR. GUERNSEY: My --

11 MS. BAILEY: The lawn is not.

12 MR. GUERNSEY: The lawn is not. They do  
13 park outside.

14 MS. BAILEY: So they --

15 MR. GUERNSEY: You know, the walkway --

16 MS. BAILEY: -- sell --

17 MR. GUERNSEY: -- is outside. There --

18 MS. BAILEY: They sell seating outside on  
19 the lawn? He said that they had 200 lawn seating passes  
20 that they would sell.

21 MR. GUERNSEY: So -- so my point is the  
22 code does not speak to specifically an enclosed space  
23 with regards to the definition of religious assembly. I  
24 was merely pointing out that the amphitheater is a  
25 building. It could be used as a Backyard and be very

Page 82

1 much a commercial event.

2 But the uses that were described to me and  
3 the way that my office permitted them it was for  
4 religious assembly use. You know, we've had churches in  
5 Oak Hill that have taken place in bars like the old  
6 Silver Dollar. There's churches that take place in  
7 movie theaters. There's churches that take place in --  
8 in -- in all sorts of venue. I think there was a  
9 Catfish Parlor or something like this I was told that  
10 was even a church.

11 This happens to be an amphitheater. It's  
12 an amphitheater building. But the use is religious  
13 assembly and that's how I interpret it.

14 MR. VON OHLEN: If I may, Webster defines  
15 a building -- the definition -- and that's -- I mean  
16 really common sense would tell me that, if we're going  
17 to be questioning a building -- because I can -- I can  
18 tell you right now you got to build -- pull a building  
19 permit for a retaining wall. You got to bill -- pull a  
20 building permit for a fence. You got to build a  
21 permit -- pull a building permit for many, many  
22 different things.

23 That doesn't make a retaining wall a  
24 building. That doesn't make a fence a building. Hold  
25 on. Hear me out, Greg. But when it -- when it gets to

Page 84

1 know, I agree with you to a certain extent. But where  
2 we're at now is the massive impact of this one.

3 Now one of the things that I caution  
4 everybody on is we have to take a look at this in the  
5 context of what was in place at the time. And I will  
6 concede that in place at the time you had the authority  
7 to make a judgment based upon your best experience.  
8 You're only human. You have a different opinion than  
9 me. Sometimes we agree. Sometimes we don't.

10 That's just the way it is. But at that  
11 point in time you did have the ability to make those  
12 decisions on whether it comes back or not. So -- but  
13 we're here today and we've got an amphitheater.

14 One of the things that concerned me and  
15 that bothered me a little bit was that a letter was sent  
16 out to the church telling the church look, we got  
17 problems, hold off on it. I've got a copy of the letter  
18 here in my packet. I just sat in my office today and  
19 read 186 pages not counting what I found up here when I  
20 got here.

21 Okay? So I know there's -- there's more  
22 than one letter and exchange -- and I'm not getting on  
23 you now. But there was an exchange to the church saying  
24 hold off on this, we're in litigation, wait a little  
25 bit, you know, if you build, proceed, you proceed on

Page 83

1 a point to where people are starting to question the  
2 definition of it my common sense is, well, Webster said  
3 the definition of the building is a structure such as a  
4 home, hospital, school, etcetera with -- with a roof and  
5 walls, usually roofed and walled structure built for  
6 permanent use or as a dwelling.

7 So I know what you can say. Where you're  
8 going to go is where the loophole says it doesn't say  
9 enclosed walls. And an amphitheater does have a roof  
10 and it does have walls. And that's where -- where we  
11 sort of got here.

12 MR. GUERNSEY: And -- and board member,  
13 I'm -- I'm really going back to the definition. It's in  
14 the land development code under zoning regulations and  
15 that the activities take place in the main building, the  
16 multipurpose building and sanctuary building are the  
17 same activities that take place outside.

18 And that is where I'm going with this  
19 being a religious assembly use. I've already stated I  
20 think there are numerous things that happen outside that  
21 are considered religious assembly, whether -- whether it  
22 has to do with Easter sunrise services, weddings outside  
23 and numerous events which I wasn't --

24 MR. VON OHLEN: I agree with you, Greg.  
25 But I think where we're at now is we're -- we're -- you

Page 85

1 your own at your own risk.

2 And the church basically responded back to  
3 the neighborhood association saying we're moving in a  
4 timely manner. That doesn't sound very brotherly to me.  
5 Okay? And so we're now -- the attorney mentioned, you  
6 know, stuff -- people being thrown under the bus.

7 This has already been to court and it's  
8 come back to us. And I feel like we're being thrown  
9 under the bus because we're going to have to make  
10 this -- in my 12 years of sitting on this dais this is  
11 the hardest case, the most convoluted case, the most  
12 confusing case I've ever seen.

13 And normally -- you know, and -- and I'm a  
14 former Ranger, sir. Normally it's, you know, let's make  
15 a command decision and go. And this one has really got  
16 me thrown. And I'm going to support and second  
17 Melissa's motion. But I think we still need to have --

18 CHAIR BURKHARDT: I --

19 MR. VON OHLEN: -- some more discussion up  
20 here.

21 CHAIR BURKHARDT: Yeah. I'm not --

22 MR. VON OHLEN: You know --

23 CHAIR BURKHARDT: I'm not --

24 MR. VON OHLEN: -- more guidance.

25 CHAIR BURKHARDT: I'm not ready to take a

1 motion yet. We have other commissioners who have been  
 2 trying to speak as well.  
 3 MR. VON OHLEN: I understand.  
 4 CHAIR BURKHARDT: Mr. Leighton-Burwell?  
 5 MR. LEIGHTON-BURWELL: Mr. Guernsey, so --  
 6 so you make the determination that the facility as it  
 7 was presented to you was religious assembly. Is that  
 8 correct?  
 9 MR. GUERNSEY: That's correct.  
 10 MR. LEIGHTON-BURWELL: And as a part of  
 11 what we're tasked with is deciding whether or not that  
 12 was a correct judgment on your part or not.  
 13 So much like buildings there are times  
 14 that a building is an office building but it has an  
 15 auditorium as part of that. And so even though some of  
 16 it's office there's going to be parts of it that are  
 17 treated differently under building codes for egress and  
 18 fire walls and other things like that. You can -- that  
 19 there are sometimes within one structure, within one  
 20 thing that there -- there's different aspects that need  
 21 to be treated differently because of the nature of it.  
 22 So -- and of course what we're dealing  
 23 with is a land use, not a building code issue but  
 24 it's -- a site development code. So at -- at no point  
 25 did you consider the amphitheater or some of the aspects

1 MR. GUERNSEY: Which by its very nature in  
 2 the definition of the Austin code of what a religious  
 3 assembly is it's difficult for me to overcome knowing  
 4 that there are churches all over the city which are  
 5 doing related events that -- that go beyond the strictly  
 6 worship --  
 7 MR. LEIGHTON-BURWELL: Okay.  
 8 MR. GUERNSEY: -- and education.  
 9 MR. LEIGHTON-BURWELL: So relative to that  
 10 the restrictive covenant typically takes a use and more  
 11 narrowly defines it because of potential obnoxious or --  
 12 or -- or uses that might be construed to not be as  
 13 compatible. Is that -- is that correct?  
 14 MR. GUERNSEY: Yeah. A restrictive  
 15 covenant by nature is placing additional conditions --  
 16 MR. LEIGHTON-BURWELL: Okay.  
 17 MR. GUERNSEY: -- on that land, in this  
 18 case the extra parking requirements and I think that --  
 19 amphitheater with -- with the main sanctuary. There  
 20 were some restrictions on how we deal with traffic.  
 21 MR. LEIGHTON-BURWELL: But --  
 22 MR. GUERNSEY: And then there were some  
 23 additional restrictions that were offered to me back in  
 24 two thousand -- we're willing to do a covenant. It came  
 25 up in 2008. There were concerns that were raised by the

1 of this to potentially be an outdoor entertainment?  
 2 MR. GUERNSEY: No, because it was very  
 3 clear from the discussions that I had with the church  
 4 that the uses inside would be the same that are outside  
 5 and the --  
 6 MR. LEIGHTON-BURWELL: Which would be  
 7 worship based?  
 8 MR. GUERNSEY: Would be worship based and  
 9 those activities may take place out. I guess I have --  
 10 I do have a concern that some of the issues brought by  
 11 the appellant that a church can only be used for  
 12 religious worship or education.  
 13 I think there are fundraising events.  
 14 There's sheltering of those that are homeless. I think  
 15 there are -- whether it's benefits for -- for the Oak  
 16 Hill Pinnacle fire through bake sales or garage sales,  
 17 whether they're fundraising events that help pay for the  
 18 facility itself, whether there's religious activities  
 19 that -- that are related to the youth groups that are  
 20 there or, you know, Boy Scouts, Girl Scouts, giving --  
 21 MR. LEIGHTON-BURWELL: So you see a wider  
 22 blanket basically?  
 23 MR. GUERNSEY: I -- I see a wider blanket.  
 24 And then I go back to that prima facie evidence.  
 25 MR. LEIGHTON-BURWELL: Okay.

1 public. I think they were taken to heart by staff, my  
 2 staff at the time. We consulted the church to try to I  
 3 guess put those in to further narrow the restriction on  
 4 that property.  
 5 MR. LEIGHTON-BURWELL: Well, but it also  
 6 looked like it was including definitions of things like  
 7 the amphitheater and such as that because, if they  
 8 weren't defined within the restrictive covenant saying,  
 9 by the way, these are part of that too, that people of a  
 10 reasonable mind might say that's not part of -- you  
 11 know, that's an outdoor recreation thing.  
 12 So was there -- was there a reason that  
 13 those were -- it seems like that's more inclusive, not  
 14 more limiting. You know, it -- by the way, and  
 15 everything else that they asked for is included. Is --  
 16 you see where --  
 17 MR. GUERNSEY: I look -- I looked at it  
 18 being more restrictive. The building permits that were  
 19 issued, the site plans that were issued were for  
 20 religious assembly use.  
 21 MR. LEIGHTON-BURWELL: Okay.  
 22 MR. GUERNSEY: And this -- you know,  
 23 covenants as they come along, if LifeAustin goes on to  
 24 become a different kind of church or another kind of  
 25 church comes in, those restrictions would put that

1 notice on the owner as soon as they purchase the  
2 property that there are some additional conditions that  
3 run with this land.

4 MR. LEIGHTON-BURWELL: The final piece of  
5 this for me right now at least is that one of their  
6 worship models or one of their outreach models is to  
7 reach people that might not come to church but would  
8 come to a concert, an outdoor entertainment and -- and  
9 through that they're able to then pull them into the  
10 fold and speak to them in a meaningful way.

11 If the -- the avenue for doing that was  
12 motocross to reach the motocross crowd who, you know,  
13 may or may not be church going -- I don't know -- or a  
14 NASCAR raceway with a band in the middle, would you  
15 consider that to be part of a church regardless of the  
16 nature of it?

17 MR. GUERNSEY: I -- I'm not sure that I  
18 could answer a question --

19 MR. LEIGHTON-BURWELL: Owned by the  
20 church, used by the church as outreach.

21 MR. GUERNSEY: Just -- just because a  
22 facility is owned by a church does not mean that it  
23 qualifies as a religious assembly. An example was in my  
24 example I gave back to you with the Hyde Park Quarries  
25 they have basically a large recreational site. It's

1 parishioners to their church. I was told that it was  
2 going to be used, this building, amphitheater building,  
3 would be used for a religious assembly use.

4 And that's what I relied in making my  
5 determination. And that's how the city approved the  
6 site plan and building permits involved.

7 MR. LEIGHTON-BURWELL: And I would agree  
8 with my colleague that an amphitheater by definition is  
9 not a building. But...

10 MR. GUERNSEY: I'm speaking to the use.  
11 Whether it's -- it's a sermon outside on -- on Easter  
12 morning, whether it's in an amphitheater, whether it's  
13 in their chapel or within the main building itself, I  
14 was told and we issued permits for a religious assembly  
15 use.

16 MR. LEIGHTON-BURWELL: Okay.

17 MR. GUERNSEY: Regardless of the structure  
18 it's in or if it took place out in the field.

19 MR. LEIGHTON-BURWELL: In this case. But  
20 there is a threshold. You could see that there would be  
21 a threshold of use that you would probably not consider  
22 part of religious assembly even though they might?

23 MR. GUERNSEY: There might be a point  
24 where I would have to take a look at that.

25 MR. LEIGHTON-BURWELL: Okay.

1 owned by the church. It's not a religious assembly use.

2 MR. LEIGHTON-BURWELL: But I'm saying that  
3 they're --

4 MR. GUERNSEY: And --

5 MR. LEIGHTON-BURWELL: -- claiming to use  
6 it as outreach.

7 MR. GUERNSEY: And -- and --

8 MR. LEIGHTON-BURWELL: Is that okay for  
9 you then to -- would you consider that --

10 MR. GUERNSEY: I guess I would have to  
11 consider it. I'm not sure if I would land there. To --  
12 for me to just give you an answer just like that saying  
13 NASCAR racing is maybe considered by some as a  
14 religion --

15 MR. LEIGHTON-BURWELL: So there is a --

16 MR. GUERNSEY: I -- I'm --

17 MR. LEIGHTON-BURWELL: -- threshold?

18 MR. GUERNSEY: -- not sure I would be  
19 able -- be able to go there. But when you're telling me  
20 that you're going to use a building for a religious use  
21 for worship and -- and what type of worship takes place,  
22 that did not go to my determination in 2008.

23 They did not tell me how they were going  
24 to recruit parishioners. During the site plan I was not  
25 aware that -- you know, how they were going to recruit

1 MR. GUERNSEY: And that's not to say that  
2 they might be doing an activity tomorrow that I would  
3 say that is not religious assembly. You know, if AC/DC  
4 were to start playing one weekend and Aerosmith the next  
5 and they start basically turning a profit and that  
6 purely be a music venue, then I would probably have a  
7 change of heart and say that that is not in accordance  
8 with being a religious assembly use if it turned in to  
9 be something other than a religious assembly use as --  
10 as basically told to the city.

11 MR. LEIGHTON-BURWELL: So it's kind of  
12 the -- religious assembly use is the get out of jail  
13 free card for you?

14 MR. GUERNSEY: It's how it complies with  
15 the code.

16 MR. LEIGHTON-BURWELL: Okay.

17 CHAIR BURKHARDT: So Mr. Guernsey, real  
18 quick, this is in a residential area. I mean isn't  
19 there a red flag that goes up? I mean, you know, it's  
20 the city that -- the problem that people have with the  
21 city is that the individual's rights seem to be  
22 constantly abridged by -- by determinations like your  
23 own.

24 Whether -- whether it was an honest  
25 interpretation or not, it still seems to me that there

## Page 94

1 should have been -- should have been something that went  
2 up and may -- may have caused a little more  
3 circumspection, little more introspection on this case  
4 than it seems to have gotten.

5 I mean I just -- I mean I -- I understand  
6 your rationale. I understand the -- the rationale for  
7 the subsequent modifications to the code to fix it or to  
8 make it right. I -- I just -- I just think this is --  
9 this is one of those cases that -- one of the toughest  
10 cases.

11 I agree with Commissioner Von Ohlen.  
12 There's -- you know, I mean it's -- it's just bad from  
13 the get-go. I mean it just seems to be -- seems to be  
14 profoundly abridging the -- you know, the bulk of the  
15 citizens' rights that -- that are tax paying citizens  
16 around this facility.

17 MR. GUERNSEY: And I think a difficult  
18 challenge for me, chair, is that religious assembly is  
19 permitted. If -- if this was a public high school you  
20 could -- theoretically you could build a stadium for a  
21 charter school and that would be permitted, too. I  
22 would have no choice but to grant a permit in a rural  
23 residential district for that type of use.

24 CHAIR BURKHARDT: With that  
25 interpretation --

## Page 96

1 building coverage is -- is around three.

2 It's difficult for -- for me to make a use  
3 determination simply to say they used all of the lot  
4 that they could under our codes and that would somehow  
5 change the use. If that -- I go back to the use again.  
6 If that use is permitted, they're single-family  
7 homeowners that use all of their site and I can't say  
8 that it's still not a single-family home.

9 If a church uses all of its site or a  
10 portion of its site and it's still a religious assembly  
11 use, I'm kind of stuck that it's a religious assembly  
12 use because I'm looking at the use of the property,  
13 whether that extends to that amphitheater building or  
14 the main building or the chapel building.

15 MS. HAWTHORNE: I carry my religious  
16 assembly use inside. So I'm good to go right here.

17 CHAIR BURKHARDT: Thank you. Commissioner  
18 Von Ohlen, if you're going to make a motion, we've  
19 got --

20 MR. VON OHLEN: No. No. No, I'm not. We  
21 already went down that road. I have a question. I have  
22 a question.

23 CHAIR BURKHARDT: Okay.

24 MR. VON OHLEN: Okay? Because there's a  
25 lot of caveats that are going to come with that motion,

## Page 95

1 MR. GUERNSEY: But with -- by what the  
2 code says I think in this case this is a very large  
3 church on a very large tract of land. And staff does  
4 not have the discretion, whether making a use  
5 determination for a small parcel or a large parcel, to  
6 say that it would be different given the scale of a  
7 site.

8 CHAIR BURKHARDT: All right. Thank you.

9 MR. VON OHLEN: Mr. Chairman?

10 CHAIR BURKHARDT: Commissioner Hawthorne,  
11 yeah.

12 MS. HAWTHORNE: So I -- I guess that I --  
13 I just had questions. And -- and so I look at the  
14 definition of RR zoning and the size of lot you have to  
15 have in RR zoning. So -- so a site for a home is one  
16 acre. So in proportion the church may be 55 or 63 or  
17 whatever however components.

18 But RR zoning talks about mass and scale.  
19 Did you ever consider the size of the amphitheater and  
20 the accessory provisions in providing some kind of  
21 balance or key in -- just in your thought just as a  
22 curiosity?

23 MR. GUERNSEY: I did. I mean this tract  
24 is subject to SOS. As I said, the imperious cover on  
25 the property is less than 15 percent. I think the

## Page 97

1 Mr. Chair.

2 But I have a question for the -- for the  
3 representative for the neighborhood association. There  
4 was a comment that you made, sir, that I think -- matter  
5 of fact, I think your exact words were to rescind the  
6 amphitheater site plan only.

7 What did you mean by that?

8 MR. KLEEMAN: The -- the site plan has  
9 three structures on it.

10 MR. VON OHLEN: Correct.

11 MR. KLEEMAN: There's the chapel. There's  
12 the facility they have now and the amphitheater. We're  
13 not wanting to affect the other two buildings. We have  
14 no objection to that in the neighborhood.

15 It's just as to -- and that ties in with  
16 some of the language in the restrictive covenant that  
17 unless that gets reversed by y'all and then fall back on  
18 Chapter 245 and say that they have a grandfather right  
19 to have this outdoor amphitheater it is complicated.  
20 They've created a lot of checks and balances, belts and  
21 suspenders to protect.

22 And just as a point of clarification, the  
23 restrictive covenant says 3500-seat amphitheater. And  
24 finally, let me just make this point because I've  
25 listened to all this. The interpretation of any code or

Page 98

1 any statute requires you to give effect to every  
 2 provision in there.  
 3 The only way you can concur with  
 4 Mr. Guernsey's interpretation is to ignore 921C or to  
 5 ignore it as if the word religious is not in there.  
 6 And -- and you cannot do that. You have to give effect  
 7 to it. What does that mean? So you just can't say it's  
 8 religious assembly and there we go. You have to read  
 9 the whole code and you have to give it effect.  
 10 MR. VON OHLEN: I have another question  
 11 for you.  
 12 MR. KLEEMAN: Yes, sir.  
 13 MR. VON OHLEN: As you're representing the  
 14 neighborhood here -- and I probably know the answer to  
 15 this but I'm going to ask anyhow.  
 16 Say hypothetically that that is rescinded  
 17 but they've already got an amphitheater there. And they  
 18 could go and get a temporary use permit or whatever they  
 19 need to do for it and still have their gatherings and  
 20 you are still going to have a problem. And this is why  
 21 I was moving towards this other motion before I was  
 22 chastised.  
 23 But my question is -- no, that's all  
 24 right. It's all good. My question is from the  
 25 neighborhood what is it -- I mean I understand the

Page 100

1 as other possibly ways of mediating this problem?  
 2 MR. KLEEMAN: Yes. Yes, we have. And, in  
 3 fact, we've proposed those to the church before this  
 4 hearing. And -- and we recognize the political reality  
 5 that it's highly unlikely that the building's going to  
 6 be taken down.  
 7 But there are still a number of legal  
 8 issues. It's an open question whether they can even get  
 9 a temporary use permit if our appeal is heard by y'all.  
 10 But I think that -- and I've advocated this for some  
 11 time, for over a year.  
 12 I think what we need is a zoning case to  
 13 address these frequency issues because right now  
 14 Reverend Phillips indicated he wanted to do a hundred  
 15 events a year. And it's staggering, staggering. So  
 16 it's a matter of controlling the number of events, the  
 17 hours of operations and addressing the sound mitigation.  
 18 I think that has to be worked out. So far  
 19 all we've been told is asking not to be heard in our  
 20 homes is a high standard. That's the response we've  
 21 gotten so far. So we have reached out when the outdoor  
 22 music venue permit was underway. We asked for the  
 23 meeting. They said they weren't interested in talking  
 24 to us.  
 25 Before this hearing we asked for a

Page 99

1 predicament. But even if -- if that was overturned and  
 2 then it came back and then it gets the illegal  
 3 non-conforming use possibility you still got an  
 4 amphitheater. You still got loud music.  
 5 So where we're at here today and -- and  
 6 I've always tried to reach a compromise. Nobody gets a  
 7 hundred percent of what they want. We split the baby.  
 8 But, you know, I want everybody to start thinking.  
 9 Let's not -- not be thinking about my and me and what I  
 10 want. Okay?  
 11 We're going to have to start thinking  
 12 about if true -- truly, in fact, the church is serious  
 13 about community -- community, you know, and gathering,  
 14 bringing people around and, of course, the neighborhood  
 15 is -- is okay with the church being there, they just  
 16 didn't really like the -- the amphitheater aspect of it,  
 17 there's going to need to be some sort of compromise here  
 18 because it can't really be undone.  
 19 I mean what's -- what's done is done. And  
 20 I'm pretty angry about it. Personally I felt the church  
 21 probably should have waited until you went through  
 22 litigation. You know, and I am a pro-properties rights  
 23 guy. So I -- I sympathize with the residents. But I  
 24 also sympathize with them.  
 25 Have you -- has your group given thought

Page 101

1 meeting. And we were told inside the house, that's a  
 2 really high standard to meet. But we will continue  
 3 because we know at some point it has to be. So we are  
 4 very open to -- I don't want to do this the rest of my  
 5 life. I want a permanent peace treaty.  
 6 MR. VON OHLEN: I understand. I  
 7 understand. I --  
 8 MR. KLEEMAN: But yes, we are very open to  
 9 that.  
 10 MR. VON OHLEN: Thank you.  
 11 CHAIR BURKHARDT: Commissioner Goff? You  
 12 wanted to follow up or not?  
 13 MR. GOFF: Yeah.  
 14 CHAIR BURKHARDT: Okay.  
 15 MR. GOFF: Few more questions. I'm sorry,  
 16 yeah. First one -- one to you. You talked about the --  
 17 the text in the code that says that a temporary use in a  
 18 rural residential -- do you remember what that says  
 19 again, a temporary -- a religious, patriotic, etcetera,  
 20 etcetera --  
 21 MR. KLEEMAN: Festival, benefit.  
 22 MR. GOFF: Yeah.  
 23 MR. KLEEMAN: All the -- anything similar  
 24 that attracts a mass gathering of people, yes.  
 25 MR. GOFF: And it says that's a temporary

1 use. Right?

2 MR. KLEEMAN: Correct.

3 MR. GOFF: So how does that apply to an

4 amphitheater that they use every Sunday? That doesn't

5 seem very temporary. A church meets every Sunday.

6 MR. KLEEMAN: That's correct.

7 MR. GOFF: It seems like it's part of the

8 nature again of being a church just whether or not the

9 church has walls.

10 MR. KLEEMAN: Well, I think -- let me

11 answer that in -- in -- in two ways. What -- what the

12 council tells us what this temporary use permit is is

13 something you issue for an activity that's not allowed

14 as a principal or accessory use.

15 MR. GOFF: Right.

16 MR. KLEEMAN: Right? Because if it was

17 allowed, you don't need a temporary use permit. Council

18 tells us this specifically before this was issued.

19 And I'm trying to think what the second

20 point of your question was.

21 MR. GOFF: Yeah. So if it -- if it's just

22 a regular use that a church with or without walls

23 they're doing this every Sunday I don't understand why

24 you think this section of the code applies since, as you

25 just stated, temporary use is something that's outside

1 other activities don't occur inside, the Boy Scouts or

2 whatever and of course they do. And we all support

3 that.

4 But again, that goes back to community

5 standards. We've crossed a threshold here. This isn't

6 Easter morning mass once a year. This isn't -- you

7 remember the photo they had of the montage of all the --

8 the little bands and all that. Those aren't permanent

9 structures. Those are temporary and they're very small

10 in scale.

11 This is something very different. And so

12 what you have is the nose of the camel in the tent. You

13 see the progression and the change in the definition.

14 Mr. Guernsey said well, it's a religious assembly. But

15 the religious assembly as defined at the starting point

16 is very different than the restrictive covenant.

17 It has morphed to swallow up these

18 entertainment activities. And so you have to separate

19 the indoor and the outdoor. And the definition in

20 the -- in the temporary use permit language melds very

21 closely and appropriately with the definition of being

22 in a building.

23 Otherwise, you think about it. You have a

24 vacant lot next door to you at your home then anybody

25 claiming for it to be a religious assembly use can do

1 of what the normal use is.

2 My reading -- and I'd be happy for you

3 correct me with what your reading is -- is that the

4 temporary use permit would be necessary if you were

5 meeting in a field that -- or somewhere that wasn't

6 always a religious assembly. You wanted to put up tents

7 and have a revival in a parking lot of the mall, that

8 would be the -- need to have a temporary use permit for

9 a patriotic or religious assembly.

10 But here where the property is prima facie

11 a religious assembly because it has the tax exemption it

12 seems that if it's unnecessary to have a temporary use

13 permit for the primary use that already exists that's my

14 current reading of that.

15 And since you noted that we have to apply

16 the whole code, I wanted to tell you my current reading

17 to --

18 MR. KLEEMAN: Yeah.

19 MR. GOFF: -- give you a chance to correct

20 me if you think I've misinterpreted.

21 MR. KLEEMAN: Yeah. I think you're --

22 there's two -- one is the uses and the activities.

23 MR. GOFF: Uh-huh.

24 MR. KLEEMAN: And I disagree with

25 Mr. Guernsey that our proposition is that -- that these

1 any sort of thing outdoors. I think that there's a good

2 reason why this outdoor component is in there. And even

3 when it can be permitted, it's still limited to 50

4 people, not 1500 or 3500. So those are different

5 issues.

6 MR. GOFF: I've got one final question. I

7 know other people have questions. And this is for

8 someone from the church both related to the nature of

9 the fundings or might be Mr. Capezzuti or might be Mr.

10 Weisbart because I'm skeptical of y'all's citation of the

11 additional state and federal law because it seems like

12 we're being asked by the appellants to come up with a

13 way to define what worship is.

14 And that makes me extremely uncomfortable.

15 And I'm sure that's why we're all -- you know, would

16 like to see them come to an agreement together, want to

17 postpone this because that would be so much better than

18 attempt to define what worship is.

19 CHAIR BURKHARDT: Commissioner, I didn't

20 see that the appellants were asking for that.

21 MR. GOFF: Well, they were because --

22 CHAIR BURKHARDT: No. I actually felt

23 that the -- actually, I -- I actually felt that was the

24 case made by -- by the applicant -- excuse me -- by

25 LifeAustin Church.

1 MR. GOFF: Well, I understand that some  
2 things are entertainment and other things are worship  
3 and I'm uncomfortable drawing that distinction.  
4 CHAIR BURKHARDT: Yeah.  
5 MR. VON OHLEN: Well, religious music is  
6 big business. My -- my daughter listens to religious --  
7 MR. GOFF: I --  
8 MR. VON OHLEN: -- rock all --  
9 MR. GOFF: Yeah.  
10 MR. VON OHLEN: -- the time.  
11 MR. GOFF: I understand that. And --  
12 CHAIR BURKHARDT: Do you want it -- do you  
13 want it --  
14 MR. VON OHLEN: Do you want it next door?  
15 CHAIR BURKHARDT: Do you want it next door  
16 to you and --  
17 MR. GOFF: Yeah.  
18 CHAIR BURKHARDT: -- your house?  
19 MR. GOFF: No. I -- I understand that  
20 it's -- correct -- a nuisance for the neighbors. You  
21 know, I'm just trying to go by what the code says.  
22 CHAIR BURKHARDT: Sure.  
23 MR. GOFF: So on the Religious Freedom  
24 Restoration Act I do think that the city has every right  
25 to regulate things like the decibel levels or the

1 parking on site or whatever else. Like just because  
2 it's a religious assembly doesn't mean that they have a  
3 de facto right to do anything and claim that it's  
4 worship. Right?  
5 It -- like it would be -- it would be  
6 great if you had the no-car church and church say well,  
7 we -- we don't believe in cars. So we don't need  
8 parking. Well, you might sell it to the church who does  
9 have -- drive cars to church. You know?  
10 Clearly regulating decibel levels is  
11 something that's within the scope -- I think that the  
12 council later on following this issue regulated the --  
13 you know, the amphitheater issue. But we have to deal  
14 with the code prior to that. And I -- I just don't see  
15 how right now what they're doing despite the nuisance  
16 doesn't meet the code that was in place at the time.  
17 MR. VON OHLEN: Well, commissioner, also  
18 decibel level -- even though the decibel level is low --  
19 in Vietnam the Vietnamese, the Viet Cong used whistles  
20 to blow before they would on -- the whistle's not loud  
21 but you could hear it. You could hear it down through  
22 the valley.  
23 Is that not right, sir?  
24 MR. LACQUEMENT: That's right.  
25 MR. VON OHLEN: You -- and it's just a

1 whistle. So this -- even though the decibel level --  
2 the point I'm trying to make is the reason the decibel  
3 level is being maybe measured and okay at the fence  
4 doesn't take into account how it carries, how sound  
5 actually carries.  
6 It doesn't -- it doesn't have to be real  
7 loud to carry really far. So I think that's the problem  
8 we have with that.  
9 CHAIR BURKHARDT: Commissioner Bailey?  
10 MS. BAILEY: I have a question for Mr.  
11 Guernsey, Chairman, and maybe for other people too. But  
12 it -- it concerns the restrictive covenant because that  
13 seems to be a big issue.  
14 And I've been a city planner. I've been  
15 on neighborhood boards. I've been on this board and  
16 other boards. And a lot of times when it's something  
17 like this where it's a more contentious type issue the  
18 neighborhoods are very involved in the restrictive  
19 covenant. They don't usually let the applicant write it  
20 for themselves because unintentional consequences happen  
21 when that -- when everyone's not involved.  
22 And so I think that is something that  
23 while we have trouble with -- with drawing these lines  
24 the restrictive covenant could be a tool. And I'm not  
25 even sure how we have to go about the modification of

1 that of working with the neighborhood to get --  
2 occasional is not a definable word, you know, to get  
3 something that's more concrete in the definitions and  
4 that.  
5 I'm just -- my question is: Why was the  
6 neighborhood not involved in the crafting of the  
7 restrictive covenant?  
8 MR. GUERNSEY: I could not say whether my  
9 staff was influenced or not by what the neighborhood  
10 said as far as the language that went into the covenant.  
11 I know that I worked with our law department in crafting  
12 the language that's in that covenant and the -- I don't  
13 see the covenant as being something that allows  
14 something additional beyond what they could have done  
15 even without the covenant.  
16 I know that there's a difference of  
17 opinion certainly between the appellants and myself.  
18 But it was more of kind of boot straps being placed on  
19 this to make sure that in perpetuity there would be an  
20 understanding on this property that there are some  
21 conditions that you would not normally find on another  
22 church that would be in place to this property owner.  
23 MS. BAILEY: I guess I still feel like the  
24 neighborhood was left out of this discussion.  
25 MR. GUERNSEY: I don't -- I don't believe

Page 110

1 that they were in a discussion where each word was  
2 negotiated. I don't believe Mr. Kleeman was part of --  
3 of that discussion with him. Mr. Metcalfe I know on  
4 behalf of PromiseLand did work and talked with our law  
5 department. But I think in the end I don't think that  
6 it -- it was negotiated word by word by -- with the  
7 neighborhood.

8 MS. BAILEY: Yeah. I don't necessarily  
9 mean word by word. But the people that were going to be  
10 most impacted by the conditions that were being put on  
11 this site were going to be the neighborhood. And  
12 usually when that's the case the restrictive covenant is  
13 something that's agreed to where at the end sometimes  
14 you split the baby as but -- but that it -- it comes to  
15 some sort of agreement on both sides.

16 Because there is a very large number of  
17 affected parties that live around this church that were  
18 going to be affected by this amphitheater. Even if the  
19 use is allowed, even if the decibels are right usually a  
20 restrictive covenant is the tool that you bring peace  
21 with everybody.

22 And I guess I -- I mean I'm used to seeing  
23 the neighborhoods more involved in the restrictive  
24 covenants than were involved in this. We usually don't  
25 see the applicant writing their own restrictive

Page 112

1 to get it in gear. All right, 15 minutes.

2 Commissioner Neslund had a question.

3 MS. NESLUND: Thank you. Mine's actually  
4 more a question jotting down, raising my hand for a  
5 while. But, you know, obviously it goes without saying  
6 that this is extremely challenging, troubling. I have  
7 young children. I can't imagine -- although I have  
8 neighbors with barking dogs that keep us up. But that's  
9 another, you know, story.

10 But I'm sympathetic and sensitive to -- to  
11 what you-all are going through. But on -- on the other  
12 hand, we had a code that's in place. We have a director  
13 who has the authority where -- let's be frank -- there  
14 are many gray areas in this code. Hence code next.  
15 Hence a lot of things that are going on, development  
16 review processes that are a mess.

17 And so I'm also trying to stay, you know,  
18 tunnel vision to some degree focused on the land use  
19 interpretation. Right? It's what we're here for. Now  
20 mind you of course there are many trickle down and many  
21 things that have happened since that decision was made.  
22 But as I understand it, our task is really to focus on  
23 the codes that were in place, how Mr. Guernsey made the  
24 determination.

25 And I too combed through all this. I am

Page 111

1 covenant.

2 MR. GUERNSEY: I don't believe the  
3 applicant wrote their, you know, own restrictive  
4 covenant per se but that it was something that was  
5 drafted by the law department. And it was one where  
6 this isn't a regular zoning case. There's not a zoning  
7 map change changing from one district to another.

8 This was something that was authored  
9 originally in 2008. We asked in 2011 with the site plan  
10 and to try to clarify the bounds where the church  
11 stopped.

12 MS. BAILEY: Thank you.

13 CHAIR BURKHARDT: All right.

14 MS. HAWTHORNE: I'd like to make a motion  
15 to extend the public hearing or not extend the closed  
16 public hearing but to extend the public meeting after 10  
17 for another 15 minutes.

18 MR. GOFF: Second.

19 CHAIR BURKHARDT: All right. Objection?

20 All right. We'll extend to 10:15, 10:16.

21 MS. HAWTHORNE: Well, it's 10:05 now.

22 CHAIR BURKHARDT: Is it 10:05?

23 MS. HAWTHORNE: So you might as well get  
24 real thrifty and --

25 CHAIR BURKHARDT: Verizon -- Verizon needs

Page 113

1 certainly not an attorney. I don't want to in any way  
2 come across that I am, although I have been working in  
3 land use for 15 years. So I have a little bit of  
4 maybe -- I don't know -- experience.

5 But, you know, frankly when I look at it  
6 just from the religious assembly use and Mr. Guernsey  
7 using his I don't know how many years experience and  
8 good judgment I could see how from a use perspective you  
9 have your primary church, your sanctuary. Call it what  
10 you want, you have this accessory amphitheater.

11 And when you're looking at it strictly on  
12 use I see how that -- that use could be explained where  
13 I do, again, sympathize and see the concern of the  
14 neighbor is how it -- how it did reach a different mass.  
15 When you're looking at what is the use it's a use. It's  
16 not the size of the property. It's not the size of the  
17 building. It's all these things Mr. Guernsey said.

18 So when we didn't have a code that  
19 regulated the 50 people and all of that which is in  
20 place now I guess I -- I am extremely sympathetic. But  
21 I at this point even with the Section 9-2-1 I'm leaning  
22 more towards Eric's leaning in the vein that it doesn't  
23 apply here.

24 I -- I don't see how it applies here  
25 because Mr. Guernsey stated that this religious assembly

## Page 114

1 and the amphitheater was part of the principal use. So  
 2 the temporary use section in my opinion does not apply.  
 3 So again, I just -- there's no easy answer  
 4 here. And I too I think would side with my fellow board  
 5 members that, if there was any way for you guys to, you  
 6 know, have a powwow and -- and -- and try to come to  
 7 some sort of agreement, be sympathetic to one another,  
 8 that would be the most ideal because, you know, frankly  
 9 from an interpretation and code standpoint I'm just  
 10 speaking for myself. I think I'd have a hard time  
 11 overturning.  
 12 CHAIR BURKHARDT: Commissioner Benaglio?  
 13 MR. BENAGLIO: Thank you. Thank you, Mr.  
 14 Chair. I echo what has been said about the events that  
 15 have transpired since 2008. We want to stay focused on  
 16 the land use. We want to stay focused that we have a  
 17 particular time that we have to follow.  
 18 I also want to remember this is the  
 19 live -- live music capital in Austin, Texas. I don't  
 20 want to impress any religion and I sure don't want to  
 21 impress anybody that believes this is a religious use.  
 22 I believe it's religious use. I believe it's an  
 23 accessory.  
 24 I also think that one of the overriding,  
 25 in fact, number one commands is love one another and

## Page 115

1 treat each other as you would treat yourself. And I  
 2 would hope that we could do that in this context. This  
 3 kind of thing divides and division has no place  
 4 amongst -- amongst us.  
 5 We see that all over the world and we've  
 6 had enough of that. I -- I applaud the -- the concept  
 7 of the two factions getting together, if it can't be in  
 8 love, at least in some sort of neutral spot where we can  
 9 hash out some details. This can be accomplished I am  
 10 sure.  
 11 Sound is not our thing. It's -- it's not  
 12 anything that we're here to make any kind of decisions  
 13 about. While that affects your life I appreciate that  
 14 completely. I -- I definitely would ask and implore you  
 15 to put our most humble hats on in forgiveness and our  
 16 most accommodating hats and see what we can come up with  
 17 that will work.  
 18 This is the 21st century and there's  
 19 amazing ways to solve these problems. Mostly it takes  
 20 money and it will take a little more sacrifice on the  
 21 part of the church. But it's worth it. One soul is  
 22 worth whatever you got to spend, period.  
 23 And so that's my belief. And I -- I  
 24 applaud everything that the board has said thus far and  
 25 I agree. This is a 2008 issue. It is a land use issue

## Page 116

1 specifically and would be very difficult to overturn  
 2 based on that alone. Thank you.  
 3 CHAIR BURKHARDT: Any final comments? All  
 4 right.  
 5 MR. LEIGHTON-BURWELL: Just one -- one  
 6 question for the church. Would y'all be willing to even  
 7 consider enclosing the amphitheater and making it a  
 8 theater, an enclosed building?  
 9 MR. VON OHLEN: It would only take one  
 10 \$250,000 fundraiser, maybe two.  
 11 MR. BROUGHTON: The church is willing to  
 12 engage in good-faith conversations with our neighbors  
 13 about what it would take to address their concerns. We  
 14 have been. The beginning point for all of those  
 15 discussions has been you cannot build it, we'll never --  
 16 we will never tolerate it being built.  
 17 And so we haven't gotten much -- we  
 18 haven't gotten far. And so we -- we will continue to be  
 19 willing to engage in discussions. When you say enclose  
 20 it we already have a fully enclosed worship center  
 21 that -- that houses the exact same events that we house  
 22 in the amphitheater.  
 23 The events that are in the amphitheater  
 24 are not entertainment and they're not the -- the  
 25 restrictive covenant that you asked about specifically

## Page 117

1 prohibits us from having commercial events in this  
 2 amphitheater.  
 3 MR. VON OHLEN: But -- but we're not  
 4 talking about that. We're already all past that now.  
 5 So where -- where he's at now is to have everybody come  
 6 together and work together.  
 7 And -- and I hear even from their  
 8 emotional response that maybe and -- and I'm going to  
 9 say something that's a little -- little out there, okay,  
 10 a little bit. But we cannot go back to what happened  
 11 back then. That's -- that time is gone.  
 12 And the time that you guys give each other  
 13 to work this out is going to be the most precious, most  
 14 expensive gift that you can give each other because  
 15 you're going to give each other time to work this out.  
 16 Once you've given that time, once you give time to  
 17 anything you cannot take it back.  
 18 We have to deal with where we are at in  
 19 the now. The now is right here today. And right here  
 20 today we've got a situation where we need to have this  
 21 group or we need to have this group work together  
 22 because, if it does come back to us, it -- nobody's  
 23 going to be happy.  
 24 And maybe one group may -- the way I'm  
 25 feeling the dais it could go anywhere. And so it would

1 be better if the community was to work this out rather  
 2 than to have it come back over here. So let's -- let's  
 3 just stay right here where we are right now.  
 4 I hear from that response that -- I'm not  
 5 going to interpret it -- that hey, you know, maybe  
 6 before that may have been the way it is but they're  
 7 willing to work with you now. I can see -- I mean I  
 8 know the church in the goodness of your heart that you  
 9 guys are willing to work -- work with them. So let's --  
 10 MR. BROUGHTON: We're certainly willing to  
 11 work with them. It's always been our heart to be good  
 12 neighbors. And we would like them to come to our  
 13 church.  
 14 MR. VON OHLEN: Well, that's -- well, then  
 15 what I would like to do -- what I would like to do then,  
 16 Mr. Chair, is I would like to see if we could entertain  
 17 a motion that's -- give them an opportunity to go and --  
 18 and find some common -- common ground somewhere.  
 19 Nobody's going to be a hundred percent  
 20 happy -- because I'm ready to make a motion. And I know  
 21 a lot of people will be upset.  
 22 CHAIR BURKHARDT: Commissioner Von Ohlen?  
 23 MR. VON OHLEN: And so I'd like to call a  
 24 question on my list of motions --  
 25 CHAIR BURKHARDT: I hadn't heard a motion

1 now.  
 2 You'll have an opportunity to present  
 3 yourself and then, if it doesn't work out, then we have  
 4 to make a decision for you just so that everybody  
 5 understands. Is that correct, Brent? Thank you. I'm  
 6 not a lawyer either. So I had to ask him.  
 7 CHAIR BURKHARDT: All right. Commissioner  
 8 Hawthorne has moved to postpone until February 8 --  
 9 MR. VON OHLEN: Second.  
 10 MS. HAWTHORNE: I'm sorry. Go ahead.  
 11 CHAIR BURKHARDT: February 8th. Mr. Von  
 12 Ohlen seconds. Is there any discussion on the motion?  
 13 MS. BAILEY: I just would hope that maybe  
 14 you take a look at the restrictive covenant and the --  
 15 and the language that could be changed in that because  
 16 that -- that's not overturning -- and legal may not be  
 17 happy with me on this.  
 18 But that's not overturning the site plan.  
 19 It's not overturning the building permit, which I'm sure  
 20 that would make you happier and you sadder. But it  
 21 might be a way to come to a middle ground on some  
 22 clearer language on what is expected from both of you.  
 23 So I would hope that that is something  
 24 that -- that might be looked at. I'm sure there's other  
 25 avenues. But maybe that is one that could be looked at

1 earlier.  
 2 MS. HAWTHORNE: I -- I spit out a motion.  
 3 I -- I would like to postpone the case for action. And  
 4 my -- and I'm sure everybody's going to make that  
 5 horrible noise that everybody was making a minute ago.  
 6 So I would like to postpone to February  
 7 8th, which would be the meeting in February. I don't  
 8 think that to postpone until January will be enough time  
 9 with the holidays for everyone to actually make a  
 10 concerted effort.  
 11 And that is my motion. And if I get a  
 12 second, I --  
 13 MR. VON OHLEN: I'm going to second the  
 14 motion. But I do want to say this so that the -- so  
 15 that the audience knows. When we come back to revisit  
 16 this motion we're not going to be going opening up to a  
 17 whole new case and listening to a bunch of folks talk  
 18 again. You -- you will probably have -- and correct me  
 19 if I'm wrong, legal.  
 20 But what has happened historically is a  
 21 representative from one side will come and  
 22 representative from the other. You're going to tell us  
 23 pretty much what you've come to or may -- hopefully  
 24 maybe we don't need to see you, you work it out. But  
 25 it's not going to be a full-blown hearing like it has

1 as you talk to each other.  
 2 CHAIR BURKHARDT: Other comments? I'd  
 3 like to second Commissioner Von Ohlen's comments. I  
 4 think you guys need to get together. I'd like to see a  
 5 little more accommodation on the part of the church,  
 6 frankly.  
 7 If you'll call the roll?  
 8 MS. HELDENFELS: Brooke -- Brooke Bailey?  
 9 Brooke Bailey?  
 10 MS. BAILEY: Yes.  
 11 MS. HELDENFELS: Michael Benaglio?  
 12 MR. BENAGLIO: Yes.  
 13 MS. HELDENFELS: William Burkhardt?  
 14 CHAIR BURKHARDT: Yes.  
 15 MS. HELDENFELS: Eric Goff?  
 16 MR. GOFF: Yes.  
 17 MS. HELDENFELS: Melissa Hawthorne?  
 18 MS. HAWTHORNE: Yes.  
 19 MS. HELDENFELS: Don Leighton-Burwell?  
 20 MR. LEIGHTON-BURWELL: Yes.  
 21 MS. HELDENFELS: Melissa Neslund?  
 22 MS. NESLUND: Yes.  
 23 MS. HELDENFELS: James Valadez?  
 24 MR. VALADEZ: Yes.  
 25 MS. HELDENFELS: Michael Von Ohlen?

Page 122

1 MR. VON OHLEN: Yes.  
 2 CHAIR BURKHARDT: All right. Hopefully  
 3 we'll have an agreement on the 7th -- excuse me -- the  
 4 2nd.  
 5 MS. HAWTHORNE: The 8th.  
 6 CHAIR BURKHARDT: Well, the 8th.  
 7 MS. HELDENFELS: I can validate parking.  
 8 CHAIR BURKHARDT: The meeting's adjourned.  
 9 Thank you.  
 10 (Proceedings concluded at 10:15 p.m.)  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 123

## 1 CERTIFICATE

2 STATE OF TEXAS )  
 3 COUNTY OF TRAVIS )  
 4

5 I, David Bateman, CSR in and for the State of Texas,  
 6 do hereby certify that the above-captioned matter came  
 7 on for hearing before the Board of Adjustment of the  
 8 City of Austin on the 9th day of December 2015, as  
 9 hereinbefore set out.

10 I FURTHER CERTIFY that the proceedings of said  
 11 meeting were reported to me, accurately reduced to  
 12 typewriting under my supervision and control and that  
 13 the foregoing pages are a full, true and correct  
 14 transcription of said proceedings.

15 I FURTHER CERTIFY that I am neither attorney or  
 16 counsel for, related to, nor employed by any parties to  
 17 the action of these proceedings and, further, I am not a  
 18 relative or employee of any counsel employed by the  
 19 parties hereto or financially interested in the action.

20 SUBSCRIBED AND SWORN to under my hand and seal of  
 21 office on this the \_\_\_ day of December, 2015.

22 

23 David Bateman, Texas CSR #7578  
 24 Cert. Expires 12-31-2017

25 Ken Owen & Associates, LP  
 801 West Avenue  
 Austin, Texas 78701  
 512.472.0880  
 ken@kenowen.com

ken@kenowen.com \* www.kenowen.com

800.829.6936 \* 512.472.0880

(Pages 122 to 123)

A				
A/V 38:7	119:3 123:11	administrativ...	48:4 72:5	50:17,20 51:4
ability 42:22	123:12	20:3	75:24 77:14	51:5,8 54:15
84:11	actions 52:8	admitted 67:12	allowed 9:4 14:1	54:23 55:8
able 3:10 34:23	62:17	adopted 37:2	18:24 21:19,23	56:22 57:14
41:3 51:6 55:7	activities 11:13	adopting 37:1	33:15 38:12	58:3 59:4,16
59:20 65:13	16:5,7 18:5,23	adopts 24:15	39:10 43:23	60:2 62:18
90:9 91:19,19	20:16 21:12,23	advice 4:14 6:8	48:8 61:23	65:25 66:17,19
above-caption...	25:17,18 33:24	advocacy 36:25	65:8,9 73:13	68:21 71:1,11
123:5	52:25 64:7,16	advocated	102:13,17	79:10 80:16,19
above-entitled	78:22 83:15,17	100:10	110:19	80:25 81:4,24
1:15	87:9,18 103:22	advocates 28:1	allowing 64:4	82:11,12 83:9
abridged 93:22	104:1,18	Aerosmith 93:4	allows 36:7 48:1	84:13 86:25
abridging 94:14	activity 21:6,18	affect 97:13	48:12 50:18	88:19 89:7
abroad 40:7	21:25 24:12	affirm 3:22	109:13	92:2,8,12
absolutely 19:9	42:19 48:8	afraid 35:11	alls 47:21	95:19 96:13
19:10 42:19	52:4,6 65:10	afternoons 35:7	amazing 115:19	97:6,12,19,23
AC/DC 93:3	68:23 80:23	agenda 4:13,24	ambiguity 18:3	98:17 99:4,16
accept 29:17	81:3 93:2	agent 11:3 76:7	20:23	102:4 107:13
accepted 15:15	102:13	agents 42:18	amend 10:12	110:18 113:10
accepts 64:20	activity's 21:6	ago 56:1 66:13	amended 77:9	114:1 116:7,22
accessory 11:18	acts 34:4	119:5	amendment	116:23 117:2
20:4 21:7,19	added 21:10	agree 29:18 64:5	11:23 22:7,25	amphitheaters
48:9 62:2	30:9	75:20 83:24	23:22 24:15,24	68:17
95:20 102:14	addition 17:12	84:1,9 92:7	63:3,6	amplification
113:10 114:23	31:12	94:11 115:25	American 28:25	9:8 13:7
accommodating	additional 16:13	agreed 63:13	amount 43:8	amplified 22:12
115:16	27:23 38:9	110:13	69:12	29:19 32:5
accommodation	88:15,23 90:2	agreement	amounts 29:23	37:9,23 50:2
121:5	105:11 109:14	33:11,16,17,21	62:6	53:5
accomplish	address 7:10,21	34:13 105:16	amphitheater	amplifiers 64:15
42:10	13:9 14:4,6	110:15 114:7	11:7,8,14,23	analysis 15:20
accomplished	51:23 100:13	122:3	12:9 13:1	ancillary 77:2
115:9	116:13	agrees 24:14	14:14 15:4	Anderson 56:5
account 108:4	addressing 3:13	ahead 66:21	18:14,20 19:25	56:18
accurately 123:8	100:17	74:13 120:10	20:2,3,25 25:7	angry 99:20
achieving 65:24	adds 26:3	Alan 35:20	26:13 28:23	announce 3:15
ACL 73:17	adjacent 76:14	55:17	29:3,19,23	announced 3:17
acre 15:2 95:16	77:18	alarm 35:5	30:20,21 31:19	answer 17:22
acres 14:17,25	adjourned 122:8	alarmed 30:7	31:24 32:10,25	18:9 27:10
34:19,24 35:24	adjust 49:2	allayed 33:14	33:12,22 34:2	66:5 69:1
act 4:21 6:10	adjusted 48:24	allege 52:16	34:10 35:22	73:11 77:4
10:14,20	Adjustment 1:7	alleged 9:13	36:3 37:4,14	90:18 91:12
106:24	6:7 8:18 10:21	51:25	39:22 40:18,21	98:14 102:11
acted 14:2	72:23 123:5	Allen 54:7	41:1,2,15,18	114:3
action 24:14	administer 3:19	allow 31:23,24	43:13 44:15,23	anticipate 70:5
	administrative	33:2 40:22	44:25 45:3,23	anxious 27:10
	7:24 13:18	42:12 43:15	49:17 50:3,12	anybody 16:22

104:24 114:21	<b>applicant</b> 10:18	<b>areas</b> 37:24	69:9 72:17	<b>attracts</b> 20:10
<b>anyway</b> 66:21	13:20 105:24	112:14	78:9,11 79:3	101:24
<b>apologize</b> 17:5	108:19 110:25	<b>argument</b> 47:16	80:23 81:23	<b>audience</b> 3:6,25
<b>appeal</b> 6:25 7:6	111:3	64:6	82:4,13 83:19	20:10 119:15
8:3,8,12,22	<b>applicants</b> 14:5	<b>Army</b> 44:4,7,10	83:21 86:7	<b>audio</b> 50:16
10:8 11:2 12:5	14:8 72:18	<b>art</b> 40:9	88:3 89:20	<b>auditorium</b>
13:18 19:1	<b>application</b> 9:17	<b>article</b> 7:25	90:23 91:1	86:15
26:18 36:16	9:19 15:6 52:6	18:22 21:17	92:3,14,22	<b>Austin</b> 1:6,16,16
51:24 63:16	<b>applied</b> 39:15	28:24	93:3,8,9,12	16:9,10,10
66:19 68:3,7	68:9	<b>artist</b> 42:16 44:5	94:18 96:10,11	22:11,20 25:6
75:25,25 76:3	<b>applies</b> 10:15	44:7 71:2	96:16 98:8	28:25 39:8
77:25 100:9	21:2 65:8	<b>artists</b> 40:14	103:6,9,11	40:16 41:10,24
<b>appealable</b>	102:24 113:24	<b>arts</b> 41:21 55:24	104:14,15,25	45:4 47:8 50:2
13:19	<b>apply</b> 9:22 10:14	<b>asked</b> 33:1,15	107:2 113:6,25	52:15,24 53:1
<b>appealed</b> 67:25	13:22 102:3	44:5 46:13,17	<b>assertion</b> 75:20	53:10 58:17
<b>appealing</b> 6:22	103:15 113:23	46:23 89:15	<b>Assistance</b> 19:16	59:5 61:4,7
7:8 10:25	114:2	100:22,25	76:21	64:8 68:17
<b>appeals</b> 7:24,25	<b>appointed</b> 8:11	105:12 111:9	<b>assistant</b> 4:20	71:10 73:7
8:1 9:11 10:22	<b>appraisal</b> 34:20	116:25	65:20 66:3	88:2 114:19
17:4,7,19	<b>appreciate</b>	<b>asking</b> 18:11	<b>associated</b> 11:7	123:6,21
30:15 32:11	28:22 68:24	35:16 66:16	11:24	<b>Austin's</b> 16:10
34:12 38:4	71:16 73:24	68:6 76:7	<b>Associates</b>	<b>authentic</b> 40:5
52:3,11	115:13	100:19 105:20	123:20	<b>authored</b> 111:8
<b>appear</b> 28:22	<b>approach</b> 60:18	<b>aspect</b> 99:16	<b>association</b>	<b>authority</b> 4:22
<b>appears</b> 26:9	<b>approaches</b>	<b>aspects</b> 54:20	28:21 30:18	9:17 10:22
<b>appease</b> 59:2	54:19	86:20,25	32:19 36:20	20:15 52:1,10
<b>appellant</b> 8:10	<b>appropriate</b>	<b>assembly</b> 11:19	85:3 97:3	75:21 84:6
38:10 66:15	33:5 51:12	12:7,10,16,22	<b>associations</b>	112:13
87:11	53:13	12:23 14:7,15	36:22	<b>authorize</b> 20:16
<b>appellants</b> 5:6	<b>appropriately</b>	15:13,22 16:1	<b>assumed</b> 66:21	23:4 24:16
13:8 17:1	104:21	16:4 17:21,24	<b>assuming</b> 34:21	48:8
19:22 28:21	<b>approval</b> 18:21	17:25 18:6,12	<b>assured</b> 33:13	<b>authorized</b> 8:23
30:14 46:25	19:12,13 22:5	18:13,15,18,24	58:20 67:15	<b>authorizes</b> 18:4
47:7,15 48:21	25:10 41:8	19:3,5 20:8,16	<b>astonishing</b>	21:18
48:22 62:13	52:5	21:25 22:1,17	69:12	<b>available</b> 71:3
69:6 81:2	<b>approve</b> 9:21	22:21 23:2,6,6	<b>attempt</b> 105:18	75:24
105:12,20	15:6 34:11	23:12 25:14,17	<b>attempted</b> 53:16	<b>avenue</b> 90:11
109:17	<b>approved</b> 9:5	25:25 26:2,8	<b>attempting</b> 42:9	123:21
<b>appellants'</b>	20:3 22:2	29:24,25 30:2	57:19	<b>avenues</b> 120:25
47:16	25:10 33:9	32:5 33:23	<b>attend</b> 34:6 43:1	<b>awaken</b> 40:23
<b>applaud</b> 71:15	53:24 92:5	37:9,23 42:6	<b>attended</b> 61:14	<b>aware</b> 4:12
115:6,24	<b>approximately</b>	42:17 44:3,16	<b>attends</b> 41:24	91:25
<b>applauded</b>	34:20	46:16,25 47:1	<b>attention</b> 62:9	<b>awesome</b> 41:25
58:18	<b>area</b> 14:20,23	47:10,18,24,25	<b>attorney</b> 4:17,21	
<b>Applause</b> 71:13	32:21 49:15	48:12,15,17	85:5 113:1	<b>B</b>
<b>applicable</b> 9:22	68:20 80:19	49:8 52:15	123:10	<b>baby</b> 99:7
21:1 66:24,25	93:18	53:11 65:4,23	<b>attract</b> 45:4	110:14

<b>back</b> 11:15 15:23 31:18 37:4 48:19 49:4 59:24 60:3 66:8 83:13 84:12 85:2,8 87:24 88:23 90:24 96:5 97:17 99:2 104:4 117:10,11,17 117:22 118:2 119:15	<b>bases</b> 24:2 <b>basically</b> 13:24 85:2 87:22 90:25 93:5,10 <b>basis</b> 20:17 22:2 69:10 <b>basketball</b> 29:5 <b>Bateman</b> 1:18 123:4,19 <b>becoming</b> 42:1 <b>bedroom</b> 35:4 <b>began</b> 28:23 41:13 <b>begged</b> 31:7,7 <b>beginning</b> 65:14 116:14 <b>behalf</b> 5:6 17:1 28:21 30:13 36:25 46:2 51:22 110:4 <b>belief</b> 115:23 <b>beliefs</b> 64:4 <b>believe</b> 43:4,13 43:14,20 44:2 44:11 45:7 54:16 55:6 60:17 65:6 69:22 75:20 77:11,12 107:7 109:25 110:2 111:2 114:22 114:22 <b>believes</b> 14:10 15:8 114:21 <b>belong</b> 61:2 <b>belts</b> 97:20 <b>Benaglio</b> 2:6 5:15,16 114:12 114:13 121:11 121:12 <b>benefit</b> 20:9 25:19 26:16 44:3 101:21 <b>benefits</b> 18:16 22:11 23:21 87:15 <b>best</b> 3:24 54:25	84:7 <b>bet</b> 57:13 <b>better</b> 57:18,20 57:23 58:6,7,7 58:8,9,13,17 58:21 105:17 118:1 <b>beyond</b> 88:5 109:14 <b>big</b> 34:4 47:16 68:25 106:6 108:13 <b>bill</b> 82:19 <b>binder</b> 17:11 <b>binders</b> 16:18 <b>bit</b> 39:3 54:22 62:14 63:19 84:15,25 113:3 117:10 <b>Blackmon</b> 57:8 57:10,10 <b>blanket</b> 80:4 87:22,23 <b>blankets</b> 41:5,6 <b>blessing</b> 54:13 <b>blessings</b> 41:20 <b>blow</b> 107:20 <b>blown</b> 27:9 <b>Blues</b> 74:4 <b>board</b> 1:7 2:1 3:4,13,14 4:21 6:7,7,12 7:11 7:12,13,13,20 7:20 8:11,14 8:15,18 10:21 16:20 28:19 35:19 36:18 38:3 52:19,21 60:7 72:23 75:16 77:23 78:14 83:12 108:15 114:4 115:24 123:5 <b>board's</b> 7:18 <b>boards</b> 61:4 108:15,16 <b>body</b> 66:20 68:7	<b>boils</b> 12:8 <b>booking</b> 42:17 <b>boot</b> 109:18 <b>boss</b> 65:20 <b>bother</b> 58:5 <b>bothered</b> 84:15 <b>bought</b> 33:1 59:19 <b>bounds</b> 111:10 <b>Boy</b> 87:20 104:1 <b>breadth</b> 17:5 <b>breaking</b> 58:22 58:22 <b>breath</b> 28:14 <b>Brent</b> 4:20 120:5 <b>Bridge</b> 29:12 30:17 31:2,15 <b>brief</b> 28:16 63:20 65:16 <b>Bright</b> 32:18 34:17 <b>bring</b> 27:20 41:3 42:11,24 43:14 60:3 63:21 110:20 <b>bringing</b> 99:14 <b>broad</b> 17:25 <b>broken</b> 58:1 <b>Brooke</b> 2:5 5:13 121:8,8,9 <b>brother</b> 79:25 <b>brotherly</b> 85:4 <b>Brothers</b> 34:5 41:22 <b>brought</b> 10:8 13:7,7 34:4 47:6 59:23 76:6 87:10 <b>Broughton</b> 38:21,24,25 55:23 69:17,21 70:1,4,11,14 70:20 71:18,23 72:2 116:11 118:10 <b>bucks</b> 34:5	<b>build</b> 9:20 29:1 29:4,9,10,11 31:7 39:11,22 44:15,22 66:16 66:19 76:23,23 82:18,20 84:25 94:20 116:15 <b>building</b> 10:2 11:7,12,12,21 12:18,25 13:1 13:2,5,12,14 13:23 14:19 15:3,12 18:25 19:4,5,14 20:15 21:5 23:4 25:11,11 34:13 35:23 40:18 44:15 45:10 46:17 50:6,17 59:16 77:15 80:16,16 80:19,25 81:4 81:25 82:12,15 82:17,18,20,21 82:24,24 83:3 83:15,16,16 86:14,14,17,23 89:18 91:20 92:2,2,6,9,13 96:1,13,14,14 104:22 113:17 116:8 120:19 <b>building's</b> 100:5 <b>buildings</b> 11:24 14:25 86:13 97:13 <b>built</b> 39:17 45:16 83:5 116:16 <b>bulk</b> 94:14 <b>bunch</b> 34:25 119:17 <b>Bureau</b> 13:13 <b>Burkhardt</b> 1:17 2:3 3:2 4:1,5,8 5:1,4,10,17,18 6:6,14 16:15
---	--	---	---	---

16:19,24 27:14 27:17,22 28:4 28:6,9 34:15 35:18 36:17 38:5,8,14,17 38:19,23 46:6 48:18 51:20 53:7 54:4 57:6 57:9 59:7 60:5 60:24 62:7,10 69:3,19,24 70:2,6,12,16 71:6,14,20,24 72:3 74:12,16 74:20,22,25 75:3,11 80:8 85:18,21,23,25 86:4 93:17 94:24 95:8,10 96:17,23 101:11,14 105:19,22 106:4,12,15,18 106:22 108:9 111:13,19,22 111:25 114:12 116:3 118:22 118:25 120:7 120:11 121:2 121:13,14 122:2,6,8 burn 26:23 burned 25:20 Burnet 79:22 bus 67:18 85:6,9 business 10:19 42:19 49:22 106:6 Butler 32:17,17	34:1,8 39:17 76:21 113:9 118:23 121:7 called 1:8 17:3 43:14 54:16 calling 29:25 calls 66:23 67:1 camel 104:12 campus 45:9 canyon 72:24 capacity 11:8 Capezzuti 49:20 49:21 105:9 capital 114:19 car 58:22 card 93:13 care 12:1,20 33:5 66:23 67:4 carefully 43:17 caring 59:13 Carl 11:3 65:14 65:21 66:6 carries 108:4,5 carry 96:15 108:7 cars 107:7,9 case 6:10 8:9 10:11,14 11:18 13:22 14:5 15:18 33:8 37:2 40:24 61:10 79:8 85:11,11,12 88:18 92:19 94:3 95:2 100:12 105:24 110:12 111:6 119:3,17 cases 61:8 94:9 94:10 casual 56:2 category 62:5 Catfish 82:9 cathedrals 80:1 Catholic 24:6 25:4 53:3,4	64:13 cause 10:1 caused 94:2 caution 84:3 caveats 96:25 ceased 68:5 Celebrate 60:13 cell 3:7 Census 13:13 center 19:16 39:12,13,18,19 39:22 40:22 50:19 51:3 62:23 76:21 116:20 central 54:11,12 century 115:18 ceremonies 42:21 ceremony 61:15 Cert 123:19 certain 10:13,15 11:24 22:14,22 71:4 77:12 84:1 certainly 36:14 68:21 109:17 113:1 118:10 certificate 41:9 Certified 1:19 certify 123:5,7 123:10 chair 1:17 2:3,4 3:2 4:1,5,8,16 5:1,4,10,18 6:6 6:14 8:17 16:15,19,24 27:11,14,17,22 28:4,6,9 34:15 35:18,19 36:17 38:5,8,14,17 38:19,23 46:6 48:18 51:20 53:7 54:4 55:18 57:6,9 59:7 60:5,24 62:7,10 69:3	69:19,24 70:2 70:6,12,16 71:6,14,20,24 72:3 74:12,16 74:20,22,25 75:3,11 78:4 80:8 85:18,21 85:23,25 86:4 93:17 94:18,24 95:8,10 96:17 96:23 97:1 101:11,14 105:19,22 106:4,12,15,18 106:22 108:9 111:13,19,22 111:25 114:12 114:14 116:3 118:16,22,25 120:7,11 121:2 121:14 122:2,6 122:8 Chairman 4:11 28:10,18 36:18 38:18 68:10 95:9 108:11 chairs 41:3 challenge 94:18 challenging 112:6 Chamber 16:11 Chambers 1:16 chance 103:19 change 10:15 20:1 23:8 57:23,25 58:17 64:21,23 67:9 67:19 93:7 96:5 104:13 111:7 changed 13:21 41:17 76:17 77:20 120:15 changes 77:22 changing 64:17 111:7 chaos 61:21	chapel 11:7 80:8 92:13 96:14 97:11 chapter 7:25 21:17 24:6 97:18 character 14:11 characteristics 68:20 characterized 41:19 charge 43:2 53:18 charged 34:5,6 charitable 25:21 26:7,14 43:21 44:2 charity 72:14 Charles 61:6 chart 78:25 charter 94:21 charts 38:22 chastised 98:22 checked 67:15 checks 35:7 97:20 children 31:3,3 44:9 58:8 64:1 112:7 choice 94:22 Christ 33:3 40:1 40:17 54:11,16 55:14 Christian 41:21 41:22 42:1 57:16 Chronicle 30:4 church 7:3 11:4 12:1 15:2 16:11 17:18 22:10 24:7 25:4 29:1,11 33:18 39:1,3,6 39:6,10,15,21 39:24 40:7,8 40:21 41:24,24 42:9,11,18
---	--	---	--	---

43:6,7,11,15	105:10	<b>classification</b>	107:14,16	<b>commercial</b>
44:19 45:2,5,7	<b>cite</b> 12:1	9:3 52:7	112:12,14,14	33:25 34:3,8
45:10,10 46:3	<b>citizens</b> 94:15	<b>classifications</b>	113:18 114:9	34:10 42:19
46:21 47:3,5	<b>citizens'</b> 94:15	8:24	<b>codes</b> 9:22 10:7	67:22 71:8,25
49:22 51:11,22	<b>city</b> 1:6,15 4:20	<b>classify</b> 8:23	15:8 41:12	77:1 82:1
53:1,2,3,4,15	6:19 7:25	80:21	86:17 96:4	117:1
53:19 54:8,12	10:12 11:16,22	<b>clear</b> 20:7,24	112:23	<b>commission</b>
54:21,24,24	14:5 19:17,18	21:15 48:17	<b>colleague</b> 92:8	4:22 9:6 22:19
55:9,12,16,22	21:9 22:19,20	64:21 65:5	<b>colleagues</b> 45:25	23:25
56:2,3,3,7,11	24:9,18,20	87:3	<b>collected</b> 36:10	<b>commissioner</b>
56:14 57:3,11	30:12,12 31:8	<b>clearer</b> 120:22	<b>collectively</b>	4:8,9,10 75:4
57:12,15 58:15	31:22,23 33:10	<b>clearly</b> 14:11	19:25	80:8 94:11
58:20 59:10,17	33:13,18 34:2	17:22 19:3	<b>college</b> 58:9,11	95:10 96:17
59:23 60:8	34:7 35:13	26:1 47:3,8	<b>combed</b> 112:25	101:11 105:19
61:2,12,14,17	39:15,16 41:8	69:7,12 71:7	<b>come</b> 3:15 7:14	107:17 108:9
61:23 62:25	41:10,12 45:12	107:10	16:22 40:21	112:2 114:12
63:7,7,20	45:15,17,21	<b>clock</b> 27:20 35:5	42:12 43:9	118:22 120:7
64:13 65:13,22	46:11,13,18,23	<b>close</b> 29:2 69:4	44:7 45:5,9,9	121:3
66:16 70:22,23	47:8 50:1	74:10	45:25 49:2	<b>commissioners</b>
71:11 79:14,15	51:18 53:14,17	<b>closed</b> 23:10	55:12 56:20	74:17 86:1
79:20,21,21	53:17,25 59:5	74:12 111:15	64:11 69:7,19	<b>committee</b> 55:19
80:14 82:10	63:6,11,13	<b>closely</b> 104:21	85:8 89:23	<b>common</b> 13:25
84:16,16,23	64:8,23 65:12	<b>closer</b> 42:13	90:7,8 96:25	76:13 77:3
85:2 87:3,11	65:15,20 66:2	<b>closing</b> 16:14	105:12,16	82:16 83:2
89:2,24,25	66:3,17 68:3	<b>code</b> 7:23,25 8:1	113:2 114:6	118:18,18
90:7,13,15,20	68:10,12,17	8:23,25 9:13	115:16 117:5	<b>communities</b>
90:20,22 91:1	72:19 73:6	10:12,15 11:23	117:22 118:2	45:7
92:1 95:3,16	77:14 88:4	13:3 17:20,24	118:12 119:15	<b>community</b>
96:9 99:12,15	92:5 93:10,20	18:3 19:2,7,15	119:21,23	12:19 18:16
99:20 100:3	93:21 106:24	19:18 20:6,14	120:21	24:4 29:6,9,10
102:5,8,9,22	108:14 123:6	20:18,23 22:7	<b>comes</b> 9:19	30:9,14 32:14
105:8,25 107:6	<b>city's</b> 33:23	22:20,24 23:1	84:12 89:25	40:7 54:10,17
107:6,8,9	45:17,19 46:22	23:10,20,22	110:14	54:18 55:6
109:22 110:17	<b>civic</b> 11:25 12:1	24:3,23,23	<b>coming</b> 9:11	59:6,12 60:3
111:10 113:9	16:10 25:18	30:3 52:15	34:25 49:11	64:11,20 78:20
115:21 116:6	33:25	63:3,6,22 64:8	50:2 60:20	99:13,13 104:4
116:11 118:8	<b>claim</b> 56:25	64:9,21,24	<b>command</b> 85:15	118:1
118:13 121:5	107:3	65:2,3 66:22	<b>commands</b>	<b>community's</b>
<b>church's</b> 36:6	<b>claimed</b> 62:19	67:21 68:23	114:25	31:14
<b>churches</b> 16:7	<b>claiming</b> 91:5	74:8 77:9,19	<b>comment</b> 3:13	<b>company</b> 50:15
52:24 58:4,16	104:25	78:15 81:22	3:17 31:18	<b>compatible</b>
77:15 79:16,18	<b>clapping</b> 30:24	83:14 86:23,24	61:24 72:6	69:10 88:13
80:3 82:4,6,7	<b>clarification</b>	88:2 93:15	97:4	<b>complain</b> 34:1
88:4	17:14 80:12	94:7 95:2	<b>comments</b> 7:10	<b>complained</b>
<b>circumspection</b>	97:22	97:25 98:9	16:14 38:9	64:14
94:3	<b>clarify</b> 15:18	101:17 102:24	45:25 75:7,16	<b>complained-of</b>
<b>citation</b> 24:8	111:10	103:16 106:21	116:3 121:2,3	52:4

<b>complaining</b> 67:3	119:10	49:6,7 51:10	<b>correspondence</b> 10:9 37:7	108:19,24
<b>complaint</b> 53:15	<b>concerts</b> 29:4	<b>constantly</b> 93:22	<b>cost</b> 10:1 43:2,10	109:7,10,12,14
53:20	36:6	<b>constitute</b> 18:5	<b>costing</b> 43:7	109:15 110:12
<b>complaints</b> 31:2	<b>concluded</b> 122:10	<b>construed</b> 88:12	<b>costly</b> 42:23	110:20 111:1,4
34:3 36:6 64:9	<b>concrete</b> 109:3	<b>consulted</b> 89:2	<b>council</b> 1:16	116:25 120:14
64:10,13,18	<b>concur</b> 98:3	<b>contact</b> 7:20	10:12 11:22	<b>covenant's</b> 26:7
73:2,17	<b>conditional</b> 9:5	8:14 33:6	19:17 21:9	<b>covenants</b> 61:25
<b>completed</b> 39:13	12:2 20:1	<b>contacts</b> 7:18	22:4,20 23:24	62:3 89:23
41:1	67:23	<b>contain</b> 8:1	24:14 49:4,5	110:24
<b>completely</b>	<b>conditioned</b> 22:16	22:25	64:23 68:12	<b>cover</b> 14:21
26:20 59:4	<b>conditions</b> 88:15	<b>contemporary</b> 41:22 44:18	76:16 77:8	36:23 95:24
115:14	90:2 109:21	<b>contentious</b> 108:17	102:12,17	<b>coverage</b> 14:20
<b>compliance</b>	110:10	<b>context</b> 84:5	107:12	96:1
19:18 43:18	<b>conduct</b> 8:5	115:2	<b>counsel</b> 4:22 6:8	<b>Covered</b> 29:12
<b>compliant</b> 45:12	<b>confirms</b> 3:25	<b>continue</b> 101:2	54:2 65:14	30:17 31:1,15
45:14	<b>conflict</b> 19:14	116:18	123:11,12	<b>crafted</b> 33:17
<b>complicated</b>	<b>confusing</b> 85:12	<b>continued</b> 35:3	<b>counter-argu...</b>	<b>crafting</b> 109:6
97:19	<b>Cong</b> 107:19	<b>continuing</b> 67:19	63:2	109:11
<b>complies</b> 93:14	<b>congregation</b> 44:21 54:17	<b>contract</b> 26:10	<b>counting</b> 84:19	<b>create</b> 36:4
<b>comply</b> 15:7	<b>Conley</b> 11:3,5	<b>contribute</b> 72:11	<b>country</b> 28:20	40:19 72:13
68:11	25:16 65:21	<b>control</b> 42:25	30:19,23 32:19	77:9
<b>component</b>	66:6	123:8	35:2 79:18	<b>created</b> 33:11
<b>components</b>	<b>Conley's</b> 26:21	<b>controlling</b> 78:17 100:16	<b>COUNTY</b> 123:3	36:6 40:11
32:22 33:3	65:15	<b>controls</b> 71:4	<b>couple</b> 3:5 37:18	97:20
95:17	<b>connect</b> 40:4	<b>conversation</b> 11:9 40:23	39:18 46:5	<b>creation</b> 33:16
<b>comprehend</b>	<b>consequences</b> 108:20	<b>conversations</b> 116:12	49:11 51:23	<b>creative</b> 41:21
64:2	<b>Consequently</b> 54:12	<b>convolve</b> 12:13	67:13	<b>creativity</b> 40:9
<b>comprehensive</b>	<b>consider</b> 12:12	<b>convoluted</b> 85:11	<b>course</b> 10:18,19	<b>criminal</b> 57:25
61:3	27:15 62:3	<b>cooperated</b> 45:12	86:22 99:14	57:25
<b>compromise</b>	71:8 72:16	<b>copy</b> 84:17	104:2 112:20	<b>crossed</b> 104:5
99:6,17	78:14 86:25	<b>correct</b> 3:23	<b>court</b> 24:10 52:2	<b>crowd</b> 90:12
<b>concede</b> 84:6	90:15 91:9,11	32:15 43:19	52:11 63:13	<b>crux</b> 46:24
<b>concedes</b> 27:1	92:21 95:19	77:7 86:8,9,12	85:7	<b>CSR</b> 123:4,19
<b>concept</b> 115:6	116:7	88:13 97:10	<b>courts</b> 29:5,5	<b>curiosity</b> 73:12
<b>concern</b> 21:11	<b>consideration</b> 57:5 68:24	102:2,6 103:3	<b>covenant</b> 15:15	95:22
31:21 37:2	<b>considered</b> 11:18 44:1	103:19 106:20	15:16 18:22	<b>current</b> 56:6
63:25 87:10	83:21 91:13	119:18 120:5	19:14 22:5	103:14,16
113:13	<b>consistent</b> 24:22	123:9	26:3,9 27:5	<b>currently</b> 39:20
<b>concerned</b> 84:14	37:15 52:11	<b>correctly</b> 54:2	33:10 34:13	40:25
<b>concerns</b> 33:14	<b>consistently</b>		43:19,21,24	<b>Customary</b> 62:1
49:13 88:25			46:15 47:14	
108:12 116:13			52:5 53:22	<b>D</b>
<b>concert</b> 30:25			66:11 88:10,15	<b>D 3:1</b>
90:8			88:24 89:8	<b>dais</b> 3:15 85:10
<b>concerted</b>			97:16,23	117:25
			104:16 108:12	<b>Dallas</b> 61:7
				<b>Dan</b> 60:7

dance 40:10	112:21 120:4	9:18 10:19,20	developed 14:22	discussed 65:25
Danes 35:9	decisions 19:11	19:17,18 21:16	23:12	discussing 20:25
Danson 34:16	64:22 84:12	24:10,14 41:11	development	22:8
34:17	115:12	48:7 53:17	8:21,25 9:18	discussion 85:19
Darryl 36:19	decorum 7:16	75:22 109:11	19:16 21:16	109:24 110:1,3
data 51:13 65:7	dedicated 45:2	110:5 111:5	25:9 31:17	120:12
date 41:14	deemed 9:9,21	department's	48:7 64:9,24	discussions 3:8
daughter 106:6	11:17 12:24	23:24	66:1 76:21	87:3 116:15,19
David 1:18 73:6	15:13 77:19	depends 71:1	83:14 86:24	disingenuous
123:4,19	defer 78:4	deploy 50:18,25	112:15	21:3
day 1:13 11:15	deference 7:18	deploying 51:1	difference 12:6	dismiss 24:14,18
12:1,20 70:7	7:19	Depot 76:8	13:16 109:16	63:14 68:4
71:4 73:16	definable 109:2	describe 31:13	different 9:8	dismissed 53:19
77:13 123:6,14	define 33:11	described 11:6	36:21 37:3	63:10,17
days 13:19 70:7	46:16 47:14	39:14 82:2	42:4 45:7 46:4	dispute 22:13
70:22	105:13,18	describes 25:16	46:5 54:20	disrupting 64:1
dB 73:4	defined 9:2 89:8	78:9	57:12 60:10	disruptive 35:8
dBA 66:24 67:4	104:15	description 78:8	82:22 84:8	distinction 13:3
de 107:3	defines 82:14	design 45:18	86:20 89:24	47:9 106:3
deadline 14:9	88:11	50:5	95:6 104:11,16	distinguish 19:2
deal 11:23 88:20	definitely 34:22	designation 36:2	105:4 113:14	district 12:24
107:13 117:18	115:14	designed 42:15	differently	17:21 18:1,9
dealing 12:7	definition 12:15	45:4 50:15	86:17,21	18:14 20:11,15
60:19 86:22	15:21 18:23	desire 40:16,18	difficult 56:4	20:21 21:8,20
deals 13:12	21:6,10 25:13	44:12	88:3 94:17	21:24 22:3
deceased 61:19	27:6 33:23	despite 107:15	96:2 116:1	23:3 24:9 25:8
December 1:9	48:5 68:20	destroyed 37:22	direct 28:16	25:12 48:10,12
1:14 11:2	78:17,18 81:23	detailed 9:25	68:6	49:9 94:23
25:14,15,16	82:15 83:2,3	details 10:2	directional 50:7	111:7
67:14 123:6,14	83:13 88:2	115:9	directly 56:1	districts 22:15
decibel 59:2	92:8 95:14	determination	director 6:19	22:22 67:22
106:25 107:10	104:13,19,21	10:22 11:5	8:19,20,23	79:4
107:18,18	definition's	13:10,13,25	75:22 112:12	disturbance
108:1,2	21:14	14:10 15:6,24	directors 65:12	36:8
decibels 51:17	definitions 89:6	48:24,24 77:17	disabled 61:16	divides 115:3
73:14 110:19	109:3	86:6 91:22	61:18,20	division 8:1
decide 14:7 18:2	degrading 32:6	92:5 95:5 96:3	disagree 103:24	20:11 115:3
decided 23:20	degree 20:23	112:24	disagreement	doctors 56:19
46:19	112:18	determinations	12:8	document 53:24
deciding 8:3	delegated 9:17	9:15 10:5,6,16	disagrees 12:5	documentation
46:21 86:11	deliberate 75:17	18:12 19:13	13:15	17:6
decision 11:20	Dennis 38:25	24:2,22 49:1	disconcerting	documents
13:18,18 18:4	46:9 47:2	52:8 63:4 76:6	63:24	16:17 62:24
25:2 45:21	55:22	77:13 93:22	discretion 52:7	dogs 112:8
48:23 52:3	deny 15:6	determine 9:3	95:4	doing 6:18 35:7
54:1 68:2,11	department	42:8 75:21	discriminate	47:4 48:17
68:14 85:15	8:20,21 9:9,18	determined 52:6	65:3	53:19 61:12

66:1,14 70:5 88:5 90:11 93:2 102:23 107:15 <b>Dollar</b> 82:6 <b>dollars</b> 10:1 43:8,12 44:8 72:7 <b>Dolores</b> 24:6 25:4 53:15 64:13 <b>Don</b> 2:8 5:23 121:19 <b>donors</b> 72:11 <b>door</b> 76:14 104:24 106:14 106:15 <b>doors</b> 40:20 45:9 73:25 <b>doubt</b> 12:5 13:16 24:20 68:23 <b>doubts</b> 19:8 <b>draft</b> 66:11 <b>drafted</b> 111:5 <b>Drake</b> 73:21 <b>drama</b> 40:10 <b>dramatically</b> 37:8 <b>draw</b> 10:2 <b>drawing</b> 9:25 106:3 108:23 <b>DreamCity</b> 29:2 32:22 <b>drive</b> 107:9 <b>drop</b> 59:2 <b>due</b> 31:12 76:1 77:10,25 <b>dwelling</b> 31:25 83:6	75:19,24 76:3 76:20 <b>e-mails</b> 19:21,24 <b>earlier</b> 68:15 73:10 119:1 <b>east</b> 22:10 30:21 51:1 <b>Easter</b> 16:3,4 83:22 92:11 104:6 <b>eastern</b> 35:1 <b>easy</b> 114:3 <b>echo</b> 114:14 <b>education</b> 12:17 12:19 78:19 87:12 88:8 <b>educational</b> 25:23 26:1 <b>effect</b> 26:15 49:17 98:1,6,9 <b>effort</b> 10:2 119:10 <b>egg</b> 16:4 <b>egress</b> 86:17 <b>eight</b> 22:4 29:22 30:10 38:15 39:9 62:11 <b>either</b> 10:9 49:15 73:23 120:6 <b>emanating</b> 50:11 51:7 <b>embedded</b> 66:22 <b>emergency</b> 25:19 <b>emotional</b> 117:8 <b>emphasize</b> 21:18 51:4,16 <b>emphasizes</b> 54:18,18,19 <b>employed</b> 123:11,12 <b>employee</b> 65:15 123:12 <b>enabled</b> 61:5 <b>enabling</b> 35:13 <b>enclose</b> 116:19	<b>enclosed</b> 13:2,4 74:8 81:3,5,22 83:9 116:8,20 <b>enclosing</b> 116:7 <b>encourage</b> 40:6 <b>encouraged</b> 60:22 <b>enforces</b> 64:8,9 <b>engage</b> 40:22 116:12,19 <b>engaged</b> 56:15 <b>engineer</b> 50:22 <b>enlighten</b> 40:3 <b>Ensemble</b> 16:10 <b>ensure</b> 49:25 51:11 <b>enter</b> 40:20 76:2 <b>enters</b> 30:24 <b>entertain</b> 118:16 <b>entertainment</b> 12:10 33:24 67:21 87:1 90:8 104:18 106:2 116:24 <b>entire</b> 37:21 60:18 63:5 <b>entirely</b> 25:5 <b>enumerated</b> 14:11 <b>Eric</b> 2:7 5:19 121:15 <b>Eric's</b> 113:22 <b>erroneous</b> 64:22 <b>especially</b> 34:10 60:19 61:20 <b>essence</b> 11:5,12 <b>estate</b> 31:18 <b>Estates</b> 28:20 30:19 32:19 35:2 <b>etcetera</b> 83:4 101:19,20 <b>evening</b> 8:17,22 16:25 28:18 30:16 35:19 38:25 49:20 51:21 61:1	<b>event</b> 20:9 24:8 26:13,14 42:10 42:12,17 43:1 43:3,8 44:1,2,3 51:3,5,14 65:17 68:13 70:23 71:5 72:9,15 82:1 <b>events</b> 18:17,17 22:17 26:7,16 27:2 29:4,22 29:23 40:15 41:13 42:2,7,8 42:15,22 43:6 43:7,17,22 44:16 51:9 53:2 58:4,16 62:5,6 69:14 69:22 70:7,23 70:25 79:19,19 83:23 87:13,17 88:5 100:15,16 114:14 116:21 116:23 117:1 <b>everybody</b> 60:3 67:15 79:12 84:4 99:8 110:21 117:5 119:5 120:4 <b>everybody's</b> 119:4 <b>everyone's</b> 108:21 <b>evidence</b> 12:21 15:22 17:10 61:12 65:7 78:10 87:24 <b>ex</b> 7:17 <b>exact</b> 11:13 97:5 116:21 <b>exactly</b> 66:14 <b>exalt</b> 55:14 <b>example</b> 53:12 90:23,24 <b>examples</b> 47:11 <b>exceed</b> 51:11 <b>exceeded</b> 12:3	50:1 51:17 <b>exchange</b> 84:22 84:23 <b>excited</b> 59:16 <b>excluded</b> 33:20 <b>excludes</b> 12:18 <b>excuse</b> 7:19 22:18 105:24 122:3 <b>executive</b> 4:2,4,9 4:12,23 5:9,12 6:8,12,13 <b>exempt</b> 12:21 15:23,23 80:4 <b>exemption</b> 17:23 18:3 78:10,13 79:9 103:11 <b>exhibit</b> 20:8 22:24 67:6,10 <b>existed</b> 10:7 77:21 <b>exists</b> 19:18 103:13 <b>expanded</b> 33:21 <b>expands</b> 18:23 <b>expected</b> 120:22 <b>expecting</b> 30:5 43:11 <b>expensive</b> 117:14 <b>experience</b> 72:25 84:7 113:4,7 <b>experienced</b> 36:9 37:16 <b>experiencing</b> 67:24 <b>expert</b> 61:3 <b>Expires</b> 123:19 <b>explained</b> 22:10 55:23 113:12 <b>explaining</b> 46:9 <b>expressed</b> 29:16 <b>expression</b> 44:11 52:18,22 54:16 55:20 56:20
---	--	---	---	--

**E**

**E** 3:1,1 123:1,1  
**e-mail** 10:9  
11:10 25:22  
33:16 52:5  
66:7 67:11,14

extend 111:15 111:15,16,20 extends 96:13 extent 84:1 extra 28:13 88:18 extreme 68:16 extremely 35:8 105:14 112:6 113:20	59:25 famous 55:1 far 36:11 37:17 51:14 100:18 100:21 108:7 109:10 115:24 116:18 fault 61:11,12 fear 31:14,14 fears 33:14 features 50:6 February 28:24 119:6,7 120:8 120:11 federal 63:20 105:11 fee 25:18 feel 53:12 55:8 57:18 69:8 79:12,16 85:8 109:23 feeling 67:18 117:25 feet 35:21 fellow 114:4 felt 61:16 99:20 105:22,23 fence 82:20,24 108:3 Fest 73:1,3,4 festival 20:8 24:7 64:20 101:21 festivals 18:16 23:21 64:14 field 92:18 103:5 fields 29:6 32:24 fighting 32:2 filed 53:14 78:7 filing 13:17 fill 77:10 final 18:7 90:4 105:6 116:3 finale 68:25 finally 8:7 15:25 53:18 97:24 finance 55:18	56:24 finances 54:15 financially 123:12 find 14:22 19:23 20:23 52:25 53:23 57:16 61:11,11,12 67:6 109:21 118:18 finding 8:9 fire 26:22 86:18 87:16 first 10:24,25 17:2,20 19:20 27:3 28:17 40:3 46:3 50:13 53:1 60:20 61:15 62:14 66:11 75:18 101:16 fit 55:25 fits 57:3 five 7:9 37:13 56:1 five-minute 27:24 fix 94:7 flag 93:19 Fling 64:19 focus 48:5 112:22 focused 112:18 114:15,16 fold 90:10 folks 119:17 follow 46:22,23 101:12 114:17 followed 49:8 following 1:18 6:10 11:20 46:12,22,23 76:2 107:12 force 64:4 forced 35:14 forces 61:17,19 61:20	foregoing 123:9 foreign 55:10 forgiveness 115:15 forgotten 63:5 format 8:4 formed 39:7 former 32:18 65:15 85:14 forms 41:20 formulating 66:9 forth 8:4 19:6 51:18 forward 13:23 17:7 68:1,7 forwarded 63:16 found 7:25 52:11 84:19 four 27:2 68:16 France 53:3 frank 112:13 frankly 113:5 114:8 121:6 Fred 57:10 free 52:18,22 93:13 freedom 53:11 106:23 frequency 100:13 Friday 70:22 friends 44:7 73:22,23 front 50:21 63:12 full 43:10 123:9 full-blown 119:25 fully 45:12,14 53:24 116:20 Fun 73:1,1,1,3,3 73:3,4,4,4,13 73:13,13,16,16 73:16 Fundamentally	12:8 fundings 105:9 fundraiser 44:6 72:6 116:10 fundraising 20:9 26:14 79:19 87:13,17 further 15:17 46:16 47:14 89:3 123:7,10 123:11 future 57:23,24
<b>F</b> F 123:1 face 58:17 61:21 Facebooks 52:24 facie 12:21 15:21 78:10 87:24 103:10 facilities 12:19 12:20,20,20 29:5 47:12 facility 11:6 44:6 45:22 86:6 87:18 90:22 94:16 97:12 facing 61:22 fact 31:6 52:17 60:2 63:2 64:3 97:5 99:12 100:3 114:25 factions 115:7 facto 107:3 facts 77:21 Fair 80:5 fairly 72:15 faith 43:16 44:12 54:11 faith-based 41:21 44:4,10 fall 34:22 62:4 64:19 97:17 families 30:18 31:3 family 25:19 39:1 56:8	<b>G</b> G 3:1 galleries 16:9 gap 77:10 garage 32:25 76:23 87:16 gathering 20:19 99:13 101:24 gatherings 98:19 Gatlin 34:4 41:22,23 gazebo 34:24 gear 112:1 general 7:24 8:4 76:9 generated 17:7 Geoff 7:4 51:21 get-go 66:10 94:13 getting 46:12 84:22 115:7 gift 117:14 gifts 40:9,11,14 Girl 87:20 give 3:20,23 6:16 27:23 36:12 39:2 47:11 70:12,12 91:12 98:1,6,9 103:19 117:12 117:14,15,16 118:17 given 10:17,17			

14:25 40:9,14 44:22 95:6 99:25 117:16 <b>giving</b> 66:4 87:20 <b>go</b> 4:4,22 6:7,12 16:20 19:19 22:23 26:6 27:10 35:3,10 42:17,18 52:24 57:8 58:9,11 62:14 66:3 74:1,13,20 75:15 78:22 79:12,13 83:8 85:15 87:24 88:5 91:19,22 96:5,16 98:8 98:18 106:21 108:25 117:10 117:25 118:17 120:10 <b>god</b> 40:8 <b>goes</b> 19:9 89:23 93:19 104:4 112:5 <b>Goff</b> 2:7 5:19,20 75:7,12,13 76:18,24 77:4 77:8,23 78:23 79:5 80:5 101:11,13,15 101:22,25 102:3,7,15,21 103:19,23 105:6,21 106:1 106:7,9,11,17 106:19,23 111:18 121:15 121:16 <b>going</b> 3:2,9,19 3:20 4:14 5:9 6:17 8:7 9:7,10 13:8 23:15 28:11,12 29:20 30:7 34:22 35:5 37:4	38:22 42:25 47:12 56:3 59:12,15 61:11 61:20 63:15 66:5,24 79:13 79:13,15 82:16 83:8,13,18 85:9,16 86:16 90:13 91:20,23 91:25 92:2 96:18,25 98:15 98:20 99:11,17 100:5 110:9,11 110:18 112:11 112:15 117:8 117:13,15,23 118:5,19 119:4 119:13,16,16 119:22,25 <b>good</b> 5:1 8:17 16:25 28:18 30:16 35:19 38:25 46:9 47:11 49:20 51:21 58:23 61:1 75:11 96:16 98:24 105:1 113:8 118:11 <b>good-faith</b> 116:12 <b>goodness</b> 118:8 <b>Google</b> 36:7 <b>Googled</b> 16:7 <b>gospel</b> 41:25 <b>gotten</b> 94:4 100:21 116:17 116:18 <b>government</b> 64:3 <b>Graham</b> 33:8 <b>grandfather</b> 97:18 <b>grandmother</b> 59:22 <b>grant</b> 15:9 30:15 38:4 94:22	<b>granted</b> 39:17 68:16 <b>grassy</b> 41:4 <b>grateful</b> 28:8 <b>gratitude</b> 40:11 <b>grave</b> 31:21 <b>gray</b> 112:14 <b>great</b> 35:9 45:8 59:5,5 107:6 <b>greater</b> 37:17 <b>greatest</b> 31:14 <b>green</b> 41:4 74:4 <b>Greg</b> 6:19 8:18 66:3 82:25 83:24 <b>Greg's</b> 19:17 22:17 <b>grill</b> 34:24 <b>ground</b> 36:23 118:18 120:21 <b>group</b> 25:19 99:25 117:21 117:21,24 <b>groups</b> 87:19 <b>grow</b> 42:13 <b>growing</b> 41:25 <b>Guernsey</b> 6:19 8:17,19 16:16 16:23 23:18 24:19 25:1 26:11 52:1,7 52:17 53:10,24 66:4,8 67:12 73:9 75:18 76:5,19,25 77:7,11 80:12 80:22 81:1,8 81:10,12,15,17 81:21 83:12 86:5,9 87:2,8 87:23 88:1,8 88:14,17,22 89:17,22 90:17 90:21 91:4,7 91:10,16,18 92:10,17,23 93:1,14,17	94:17 95:1,23 103:25 104:14 108:11 109:8 109:25 111:2 112:23 113:6 113:17,25 <b>Guernsey's</b> 18:4 22:18 25:22 52:4 63:18 65:18 98:4 <b>guess</b> 11:25 16:12 69:6,8 70:17,18 71:12 72:3,5 76:12 87:9 89:3 91:10 95:12 109:23 110:22 113:20 <b>guidance</b> 33:10 41:11 45:17 85:24 <b>guy</b> 58:23 99:23 <b>guys</b> 16:12 114:5 117:12 118:9 121:4	<b>happens</b> 48:25 74:3 82:11 <b>happier</b> 120:20 <b>happy</b> 27:10 69:1,21 75:14 103:2 117:23 118:20 120:17 <b>hard</b> 60:14 65:5 114:10 <b>hardest</b> 85:11 <b>harm's</b> 61:22 <b>Harrison</b> 54:7,7 <b>hash</b> 115:9 <b>hats</b> 115:15,16 <b>Hawthorne</b> 2:4 4:3,9,14,17 5:21,22 72:19 72:20 73:8,12 73:15 74:13,18 74:21,24 75:2 75:5,9 95:10 95:12 96:15 111:14,21,23 119:2 120:8,10 121:17,18 122:5 <b>heads</b> 66:5 <b>healing</b> 56:17 <b>hear</b> 3:10 10:22 17:3 36:14 47:2 54:5 59:20 67:5 74:2 82:25 107:21,21 117:7 118:4 <b>heard</b> 31:1 32:3 36:13 37:13 39:11,14 42:20 47:2 59:15 62:18 66:19 68:8 100:9,19 118:25 <b>hearing</b> 1:15 6:15 7:21 8:2,6 8:14 36:2 64:1 67:3 69:4 73:2 74:10 100:4,25
--	---	---	--	--

111:15,16 119:25 123:5 <b>hearings</b> 23:9 68:18 <b>heart</b> 59:14,21 89:1 93:7 118:8,11 <b>heavily</b> 66:8 <b>held</b> 17:15 23:11 26:13,16 29:22 39:19 41:7,14 41:16 44:1 <b>Heldenfels</b> 5:13 5:15,17,19,21 5:23,25 6:2,4 8:15 121:8,11 121:13,15,17 121:19,21,23 121:25 122:7 <b>help</b> 32:16 36:5 40:12 42:24 43:2 44:9 45:13,17 46:16 87:17 <b>helped</b> 50:11 56:16 65:15 <b>helpful</b> 39:2 <b>helping</b> 54:10 58:13 <b>hereinbefore</b> 123:6 <b>hereto</b> 123:12 <b>hey</b> 118:5 <b>Hi</b> 34:16 <b>high</b> 39:7 94:19 100:20 101:2 <b>highly</b> 100:5 <b>Highway</b> 39:11 <b>Hill</b> 16:8 26:22 28:20 30:19,22 32:19 35:2 36:20,22,24 82:5 87:16 <b>historic</b> 20:8 <b>historically</b> 119:20 <b>hit</b> 76:2	<b>HOA</b> 37:10 <b>HOAs</b> 36:22 <b>hold</b> 24:7 82:24 84:17,24 <b>holding</b> 17:2 22:11,12 24:8 27:2 53:4 <b>holiday</b> 11:16,16 <b>holidays</b> 119:9 <b>home</b> 26:23 27:10 32:7 34:8 35:2,8,14 35:15 37:21,25 59:12,24 73:24 76:8 83:4 95:15 96:8 104:24 <b>homeless</b> 44:9 87:14 <b>homeowner</b> 76:22 <b>homeowners</b> 28:20 32:19 69:12 96:7 <b>homes</b> 30:18,24 31:1,13 64:1,5 67:3,5 77:15 100:20 <b>honest</b> 58:25 93:24 <b>honor</b> 49:21 <b>honored</b> 61:16 61:18 <b>hope</b> 36:12 40:23 115:2 120:13,23 <b>hoped</b> 29:22 <b>hopefully</b> 119:23 122:2 <b>horrible</b> 119:5 <b>hospital</b> 83:4 <b>hours</b> 100:17 <b>house</b> 9:20,20,21 25:20 34:11,19 35:6 50:21 58:1,22 101:1 106:18 116:21	<b>housed</b> 13:1 <b>houses</b> 49:15 116:21 <b>housing</b> 31:15 <b>Huffman</b> 65:20 <b>Huh-uh</b> 75:2 <b>human</b> 84:8 <b>humble</b> 115:15 <b>hundred</b> 15:4 41:5 61:17 99:7 100:14 118:19 <b>hundreds</b> 30:12 <b>hunts</b> 16:4 <b>Hyde</b> 90:24 <b>hypothetically</b> 98:16 <hr/> <b>I</b> <b>idea</b> 6:16 65:24 70:13 <b>ideal</b> 114:8 <b>identified</b> 22:1 <b>Idibri</b> 50:16 <b>ignore</b> 98:4,5 <b>ignored</b> 33:17 <b>illegal</b> 26:10 99:2 <b>imagine</b> 112:7 <b>immediate</b> 65:20 <b>immediately</b> 32:9 <b>impact</b> 15:20 37:17 55:7 84:2 <b>impacted</b> 37:9 110:10 <b>impacts</b> 67:24 <b>imperious</b> 95:24 <b>impervious</b> 14:21 <b>implemented</b> 68:8 <b>implore</b> 115:14 <b>important</b> 9:3 17:3 20:13	23:1 68:9 70:18 <b>impose</b> 30:8 <b>impress</b> 114:20 114:21 <b>inappropriate</b> 25:5 53:18 <b>incidental</b> 62:2 <b>inclined</b> 27:23 <b>include</b> 16:9 25:18 33:23 78:20 <b>included</b> 14:18 32:22 89:15 <b>includes</b> 37:1 <b>including</b> 20:8 22:1 27:24 50:6 54:20 79:9 89:6 <b>inclusive</b> 89:13 <b>incompatible</b> 32:23 38:2 <b>inconsistent</b> 15:10 52:10 <b>incorporated</b> 50:5 <b>incorrect</b> 19:3 <b>increased</b> 39:9 <b>indicated</b> 100:14 <b>indicating</b> 28:25 <b>individual's</b> 93:21 <b>individuals</b> 37:8 37:12,13 <b>indoor</b> 11:6 19:2 29:17 47:7,9 104:19 <b>indoors</b> 30:1 47:10 48:13 49:10 55:13 <b>influenced</b> 109:9 <b>information</b> 8:2 11:19 12:12 17:11 <b>infrequent</b> 26:21 27:3	<b>infrequently</b> 26:24 <b>initial</b> 18:24 39:21 <b>initially</b> 39:7,17 <b>inline</b> 68:19 <b>innocent</b> 66:13 <b>inquiring</b> 76:7 <b>inquiry</b> 76:22 <b>insertion</b> 24:24 <b>inside</b> 31:1 50:20 87:4 96:16 101:1 104:1 <b>instance</b> 52:25 <b>instigating</b> 65:17 <b>institution</b> 24:21 <b>instructive</b> 25:14 <b>insulation</b> 50:7 <b>intending</b> 29:1 <b>intent</b> 12:6 29:3 55:14 <b>interest</b> 55:20 76:15 <b>interested</b> 100:23 123:12 <b>interesting</b> 20:17 73:16,18 <b>interpret</b> 72:4 82:13 118:5 <b>interpretation</b> 1:8 12:6 15:9 19:9 24:3 93:25 94:25 97:25 98:4 112:19 114:9 <b>interpretations</b> 13:16 19:15,20 <b>interrupt</b> 75:8 <b>introduce</b> 43:15 <b>introspection</b> 94:3 <b>intrusion</b> 31:13 <b>intrusions</b> 37:25 <b>intrusive</b> 31:5
--	--	--	---	---

invading 32:6	28:19	knoll 41:4	land 8:24,25 9:2	laying 66:9
invested 54:14	Jose 53:4	know 21:8 27:9	9:5 14:7,17,18	lead 6:22 7:3,8
investment 9:25	jotting 112:4	30:5 35:9	14:20 18:11	60:13
37:21,22 50:9	Jr 57:11	37:20 46:14,24	19:12 24:1,2	leader 59:17
invite 45:8	judgment 84:7	49:13 51:22	24:21,23 27:7	Lcane 8:15
involved 66:8,10	86:12 113:8	55:1,15 56:9,9	35:24 63:4	leaning 113:21
92:6 108:18,21	judicial 7:19	56:20 57:14	64:9,23 66:1	113:22
109:6 110:23	July 62:5 69:22	58:25 59:18	73:10 75:21	lease 44:6
110:24	jurisdiction	62:1,22 69:7	78:1,3,6,25	leave 35:10
involvement	63:22 67:8	69:11 70:17,22	79:22 83:14	left 27:11 38:15
28:23		71:3,9 72:8,13	86:23 88:17	46:7 51:23
issuance 24:16	<b>K</b>	72:16 74:5,18	90:3 91:11	57:7 109:24
issue 14:7 18:8	keep 56:25 58:8	74:23 76:9,22	95:3 112:18	legal 4:22 10:21
21:5 23:5 74:7	112:8	76:25 77:1,5	113:3 114:16	19:18 23:14
76:15 77:20	Ken 123:20	79:23 81:15	115:25	24:9,13,22
86:23 102:13	ken@kenowe...	82:4 83:7 84:1	landscape 50:9	53:17,25 100:7
107:12,13	123:22	84:21,25 85:6	Lane 32:18	119:19 120:16
108:13,17	key 17:19 26:4	85:13,14,22	34:17	legally 21:13
115:25,25	95:21	87:20 89:11,14	language 18:23	legislation 61:5
issued 11:20	kids 54:14 58:8	89:22 90:12,13	23:1 24:23,25	Leighton-Bur...
18:25 19:4	Kim 32:17	91:25 93:3,19	97:16 104:20	2:8 5:23,24
21:15 24:7,19	kind 28:12	94:12,14 98:14	109:10,12	86:4,5,10 87:6
48:7 77:14,16	42:10,12 47:20	99:8,13,22	120:15,22	87:21,25 88:7
89:19,19 92:14	72:14,14 77:24	101:3 105:7,15	large 14:16	88:9,16,21
102:18	89:24,24 93:11	106:21 107:9	16:17 44:21	89:5,21 90:4
issues 14:4	95:20 96:11	107:13 109:2	72:9 90:25	90:19 91:2,5,8
30:22 49:2	109:18 115:3	109:11,16	95:2,3,5	91:15,17 92:7
77:24 78:1,3	115:12	110:3 111:3	110:16	92:16,19,25
87:10 100:8,13	Kirk 30:16,17	112:5,9,17	Larry 41:23	93:11,16 116:5
105:5	Kleeman 4:11	113:4,5,7	Las 61:5	121:19,20
item 4:23 6:10	4:16,18,25 5:3	114:6,8 118:5	last-minute	lengthy 56:5
74:14	5:5,5 6:23	118:8,20	24:24	let's 8:16 20:5
	16:25 17:1	knowing 88:3	late 23:9	65:11 85:14
<b>J</b>	27:16,19 28:2	knowledge 3:24	latitude 19:10	99:9 112:13
Jack 59:9,9	28:5,7,10	known 29:14	Laura 65:20	118:2,2,9
jail 93:12	38:12,16,18	32:22 45:22	law 25:6 52:18	letter 25:15
Jam 73:19,19	62:12,13 78:7	knows 119:15	52:20 61:3	26:21 65:12
James 2:10 6:2	78:16,24 97:8	Kristin 34:16	63:20 64:21	66:7,16 76:10
121:23	97:11 98:12		66:1 105:11	84:15,17,22
January 119:8	100:2 101:8,21	<b>L</b>	109:11 110:4	level 36:8 51:18
Jessee 60:6,7	101:23 102:2,6	lack 31:12	111:5	59:2 73:4
Jesus 39:25	102:10,16	lacks 27:6	lawn 80:18 81:9	107:18,18
54:25 55:14	103:18,21,24	Lacquement	81:11,12,19,19	108:1,3
job 46:9	110:2	61:1,2 62:8	lawsuit 24:18	levels 51:7,10,12
John 49:21	knew 33:4 52:17	107:24	63:3,10,17	106:25 107:10
joined 44:23	53:10 55:15	laid 63:2 66:12	68:4	liaison 8:14
Jones 28:16,18	66:14	Lake 61:6	lawyer 120:6	life 43:15 54:13

54:20 58:9	119:17	67:10 78:18	maintains 26:12	71:18 72:10,11
101:5 115:13	listens 106:6	80:20 84:4,16	major 40:2 57:4	74:5,6 79:23
<b>LifeAustin</b> 7:3	lit 32:24	89:17 92:24	making 15:17	82:15 90:22
11:1 17:17	literally 31:7	95:13 113:5	53:10 62:18	93:18,19 94:5
24:2,21 26:11	litigation 5:7	120:14	75:1 76:22	94:5,12,13
27:1 29:14	14:5 17:9	looked 8:25 9:1	92:4 95:4	95:23 97:7
30:11 31:7	66:17 84:24	58:19 61:10	116:7 119:5	98:7,25 99:19
32:10,21 33:1	99:22	89:6,17 120:24	mall 103:7	107:2 110:9,22
33:4 36:14	little 30:6 39:3	120:25	managed 50:10	118:7
37:3 38:20	54:22 62:14	looking 96:12	manager 31:18	meaning 31:19
39:1,3,24	84:15,24 94:2	113:11,15	33:8 65:20	meaningful
44:14 45:23	94:3 104:8	loophole 83:8	manger 66:3	90:10
49:22 51:4	113:3 115:20	lord 40:6,11,13	manifest 40:9	means 36:2 48:6
54:5,8,13	117:9,9,10	42:3,14 59:20	manner 33:24	measured 108:3
55:18 57:19	121:5	60:20	85:4	meat 20:5
59:10 60:8,12	live 29:20 32:18	lost 48:16 61:10	map 36:10,14	mechanism 76:2
60:16,18 69:6	34:17 35:20	lot 35:1 36:23	111:7	76:3 77:5
71:11,22 80:14	36:6 54:12	54:20 69:11	maps 36:7	mediating 100:1
89:23 105:25	72:23,24	71:1 95:14	March 66:15	meet 55:13
<b>LifeAustin's</b>	110:17 114:19	96:3,25 97:20	market 49:16	101:2 107:16
33:21 34:9,12	114:19	103:7 104:24	Martha 64:12	meeting 1:8 3:3
35:21,25	lives 32:6 37:8	108:16 112:15	mass 20:10 53:4	17:3 32:20
<b>lifeaustinnoise...</b>	37:21 39:25	118:21	95:18 101:24	65:19,21
36:5	43:16 45:3	loud 34:3 35:12	104:6 113:14	100:23 101:1
<b>lighting</b> 50:17	55:7 56:24	64:16 67:5	massive 79:22	103:5 111:16
<b>lightly</b> 54:1	60:14	99:4 107:20	84:2	119:7 123:8
<b>lights</b> 30:23	living 73:1,20	108:7	master 16:11	meeting's 122:8
<b>limit</b> 6:25 50:1	Lloyd 4:20,20	louder 62:17	35:4	meetings 4:21
51:15	67:11,14	Louis 53:2	material 19:24	6:10 16:11
<b>limitation</b> 12:3	lobby 3:9	Louisiana 61:6	22:24 23:17	29:13
26:15,19	local 37:10	louvered 50:8	37:5 43:5	meets 102:5
<b>limited</b> 20:24	locally 51:6	love 30:9,13	62:20,24 63:12	McI 61:2
25:24,24 63:22	located 30:20,20	56:10 59:19,19	63:19 65:17	melds 104:20
67:21 76:9	location 36:8	114:25 115:8	71:6	Melissa 2:4,9
78:18 105:3	48:3 76:8	loves 56:13,14	materials 37:15	5:21,25 121:17
<b>limiting</b> 89:14	logic 21:4	loving 59:13	67:2	121:21
<b>limits</b> 7:15	logical 21:21	low 107:18	matter 1:15 20:5	Melissa's 85:17
<b>line</b> 28:12 49:25	logs 34:2	LP 123:20	20:22 29:25	member 36:25
50:19 51:2,12	long 26:11,13	luxury 15:5	50:4 69:8	39:1 41:23,23
51:15,17 58:7	46:11 49:16		71:16 79:7	51:11 54:8
73:4,14	longer 19:17		97:4 100:16	57:11,11 59:9
<b>lines</b> 51:1	23:22		123:5	60:7,8 83:12
108:23	look 23:19 26:21	M	matters 29:6	members 2:1 3:4
<b>list</b> 16:13 118:24	43:10 47:19	M.D 56:5,18	37:1	7:20 8:11,15
<b>listen</b> 16:21	49:2 53:21,22	main 39:18,19	mature 50:10	8:18 19:21
<b>listened</b> 97:25	56:11 58:25	45:10 83:15	mean 26:21 47:4	28:19 35:20
<b>listening</b> 54:9	62:19,23 63:11	88:19 92:13	47:21 49:1	36:18,23 37:2
		96:14		
		maintain 71:17		

39:8 40:13	52:13 54:6	<b>morphed</b> 104:17	30:16 32:17	36:21 37:18
44:19,24 47:3	57:7 59:8	<b>motion</b> 4:2,3,9	34:4,16 35:20	85:3 97:3,14
64:23 75:16	62:11 111:17	74:25 75:3	36:19 38:25	98:14,25 99:14
77:24 114:5	112:1	85:17 86:1	49:20 55:14	108:15 109:1,6
<b>memo</b> 23:19,23	<b>miraculous</b>	96:18,25 98:21	57:10 59:9	109:9,24 110:7
24:19,25 68:1	56:20	111:14 118:17	60:7 61:1	110:11
<b>memorandum</b>	<b>mischaracteri...</b>	118:20,25	<b>name's</b> 8:18	<b>neighborhoods</b>
14:3 63:18	39:5	119:2,11,14,16	16:25 54:7	29:13 30:8,11
<b>mention</b> 24:1	<b>misinterpreted</b>	120:12	<b>named</b> 44:4	36:15,20 37:12
<b>mentioned</b> 85:5	103:20	<b>motions</b> 118:24	<b>narrow</b> 89:3	108:18 110:23
<b>merely</b> 15:7	<b>Missouri</b> 61:6	<b>motivated</b> 36:4	<b>narrowly</b> 88:11	<b>neighbors</b> 32:9
17:17 37:10	<b>mistake</b> 59:5,5	<b>motocross</b> 90:12	<b>NASCAR</b> 90:14	33:7,7,15 34:1
81:24	63:11	90:12	91:13	36:4,13 58:5
<b>mess</b> 112:16	<b>misunderstan...</b>	<b>mount</b> 55:2	<b>natural</b> 60:4	59:2 106:20
<b>message</b> 71:24	43:19	<b>Mouse</b> 73:22	<b>nature</b> 15:16	112:8 116:12
71:25 72:1	<b>mitigate</b> 50:11	<b>move</b> 31:15 76:8	33:25 64:16	118:12
<b>met</b> 14:8 29:15	<b>mitigation</b>	<b>moved</b> 30:5	86:21 88:1,15	<b>neither</b> 73:22
39:7	100:17	120:8	90:16 102:8	123:10
<b>Metcalfe</b> 7:4	<b>mix-up</b> 79:15	<b>movie</b> 82:7	105:8	<b>Neslund</b> 2:9 4:7
46:2,2,8 48:21	<b>mixing</b> 50:22	<b>moving</b> 85:3	<b>nearby</b> 29:13	4:10 5:25 6:1
65:14 110:3	<b>model</b> 40:8	98:21	<b>nearly</b> 29:23	112:2,3 121:21
<b>Michael</b> 2:6,11	<b>models</b> 90:6,6	<b>multiple</b> 67:18	<b>necessarily</b>	121:22
5:15 6:4	<b>modification</b>	<b>multipurpose</b>	13:22 14:24	<b>neutral</b> 115:8
121:11,25	108:25	<b>multiuse</b> 11:6	76:13 110:8	<b>Nevada</b> 61:5
<b>microphone</b>	<b>modifications</b>	<b>municipal</b> 24:10	<b>necessary</b> 23:22	<b>never</b> 45:19,19
69:20	94:7	<b>Murray</b> 73:6,6,9	25:1 103:4	47:8 49:25
<b>mid</b> 41:1,13	<b>modified</b> 10:23	73:13	<b>need</b> 3:15 5:8	51:14,16,16
<b>middle</b> 90:14	<b>modifies</b> 43:21	<b>music</b> 16:11	8:8 21:22	57:13 61:10
120:21	<b>money</b> 44:22	29:17,19,20	25:20 40:1	116:15,16
<b>Mike</b> 30:16	115:20	30:23 34:3	46:19 48:11	<b>new</b> 23:10 24:3
<b>military</b> 61:16	<b>monitor</b> 49:24	40:10 41:10	58:25 65:9	39:6 48:5 65:3
61:18	50:20,22 51:6	45:17 46:18	76:10 85:17	119:17
<b>mind</b> 44:14	<b>monitored</b> 51:10	54:18 59:20	86:20 98:19	<b>nice</b> 41:4
89:10 112:20	<b>monitoring</b>	64:16 73:7	99:17 100:12	<b>night</b> 41:16 44:9
<b>mindful</b> 7:15	50:15,18	93:6 99:4	102:17 103:8	<b>nights</b> 64:2
67:9	<b>monitors</b> 50:24	100:22 106:5	107:7 117:20	<b>nine</b> 46:7
<b>Mine's</b> 16:16	<b>montage</b> 104:7	114:19	117:21 119:24	<b>no-car</b> 107:6
112:3	<b>month</b> 9:12,12	<b>musical</b> 18:15	121:4	<b>nobody's</b> 117:22
<b>ministry</b> 42:10	26:23,24 27:2	22:12 25:23	<b>needing</b> 33:19	118:19
43:11 54:24	29:22 61:15	26:2,5	<b>needs</b> 111:25	<b>noise</b> 30:23 34:2
<b>minute</b> 60:25	62:6 66:6	<b>Muslim</b> 57:16	<b>negotiated</b> 110:2	34:25 36:3
63:17 119:5	69:15		110:6	73:3 119:5
<b>minutes</b> 6:20,24	<b>months</b> 22:4		<b>neighbor</b> 73:2	<b>noisy</b> 3:9
7:1,5,9 27:18	24:1 27:3 57:2		113:14	<b>non-conforming</b>
27:24 28:3,7	<b>morning</b> 92:12		<b>neighborhood</b>	99:3
28:13 38:7,13	104:6		29:2,12 30:19	<b>non-enforceable</b>
38:15 46:4,7	<b>mornings</b> 41:1		31:8 32:6,9	26:20
		<b>N</b>		
		<b>N</b> 3:1		
		<b>name</b> 5:2,3		
		17:15 28:19		

<b>non-enforcem...</b> 24:3 64:22	<b>objection</b> 5:8,10 97:14 111:19	37:16 38:3	41:12 67:16 76:10	23:11,20 24:8 24:17 25:7
<b>non-profit</b> 25:17	<b>objectives</b> 14:12	<b>OHAN's</b> 36:25	<b>operation</b> 27:3	26:13,16 29:3
<b>non-religious</b> 25:17	<b>obligations</b> 52:21	79:11 80:6,10 82:14 83:24	<b>operations</b> 17:18 100:17	29:19,23 30:2 37:9,23 46:18
<b>non-residential</b> 20:21 25:11	<b>obnoxious</b> 88:11	85:19,22,24	<b>opinion</b> 84:8 109:17 114:2	47:7,9,12,17 47:24,25 48:15
<b>norm</b> 14:25	<b>observations</b> 51:13	86:3 94:11	<b>opportunity</b> 28:22 45:8	52:25 53:2 64:7 65:24
<b>normal</b> 10:19 103:1	<b>observe</b> 41:6	95:9 96:18,20 96:24 97:10	49:23 118:17 120:2	67:20 68:17,21 69:8,24 70:2
<b>normally</b> 13:19 85:13,14 109:21	<b>obtained</b> 41:9	98:10,13 101:6 101:10 106:5,8	<b>opposed</b> 16:17 32:4,5	78:21 79:3 81:3 87:1
<b>north</b> 35:21	<b>obviously</b> 71:9 112:5	106:10,14 107:17,25	<b>opposition</b> 7:6	89:11 90:8 97:19 100:21
<b>nose</b> 104:12	<b>occasional</b> 26:7 26:19 27:6	116:9 117:3 118:14,22,23	<b>order</b> 3:3 40:1 42:16 49:24	104:19 105:2 <b>outdoors</b> 47:10
<b>notable</b> 63:1	<b>occasions</b> 29:15 48:23	119:13 120:9 120:12 121:25	61:13 63:13 77:9	48:13 49:9 54:19 55:5,13
<b>note</b> 8:3	<b>occupancy</b> 12:3 41:9	122:1	<b>ordinance</b> 14:1 21:11 22:3	105:1 <b>outrageous</b> 64:5
<b>noted</b> 5:10 103:15	<b>occupies</b> 14:19	<b>Ohlen's</b> 121:3	63:14 66:25 67:10 77:22	<b>outrageous</b> 64:5 <b>outreach</b> 57:4
<b>notice</b> 10:13,16 10:17 53:3 76:16 77:6 90:1	<b>occur</b> 70:8 104:1 <b>occurred</b> 9:13 43:20	<b>okay</b> 4:25 8:16 16:24 27:19,22 28:9,10 38:19 38:24 45:6	<b>ordinances</b> 13:21 45:20 50:2 76:17	90:6,20 91:6 <b>outside</b> 7:21
<b>notices</b> 77:18	<b>occurring</b> 21:12	46:8 62:10 70:14 71:18	<b>organization</b> 25:21 26:14 36:21 44:4,10 50:13 57:15	16:1,2,3,4,8 35:10 36:15 52:16 53:1,5 53:11,13 55:1 58:4 74:1
<b>November</b> 23:18 24:19,25 63:18 65:19 67:25	<b>occurs</b> 47:10,10 48:3 53:11	72:18 75:9 76:18 77:23 79:5 84:21 85:5 87:25	<b>organizations</b> 37:1	80:18,19 81:13 81:17,18 83:17 83:20,22 87:4 92:11 102:25
<b>nuisance</b> 106:20 107:15	<b>October</b> 17:8 23:9 24:13 32:20 39:13,20	88:7,16 89:21 91:8 92:16,25 93:16 96:23,24 99:10,15	<b>organized</b> 12:16 78:18	<b>overcome</b> 88:3 <b>overlook</b> 58:2
<b>number</b> 22:24 41:16 42:25 43:25 48:22 62:21 69:18,23 75:14 100:7,16 110:16 114:25	<b>offer</b> 17:10 <b>offered</b> 15:15 29:17 88:23 <b>offering</b> 55:7,11 <b>office</b> 25:10 35:6 72:21 76:8 77:14 82:3 84:18 86:14,16 123:14	101:14 108:3 117:9 <b>old</b> 82:5 <b>once</b> 26:25 104:6 117:16 117:16	<b>orientation</b> 50:6 <b>original</b> 13:24 15:24 <b>originally</b> 10:8 111:9 <b>outcry</b> 36:3 <b>outdoor</b> 12:9,10 13:6 15:3 17:21,25 18:12 18:14,20 19:2 19:25 20:2,3,7 20:16,25 21:12 21:25 22:11,17 22:21 23:2,5	<b>overturn</b> 8:8,9 116:1 <b>overturned</b> 99:1 <b>overturning</b> 114:11 120:16 120:18,19 <b>Owen</b> 123:20 <b>owned</b> 90:19,22
<b>numbers</b> 78:24	<b>officer</b> 32:18	<b>one's</b> 75:18		
<b>numerical</b> 27:6	<b>offices</b> 45:17	<b>ones</b> 31:19 70:9 70:9		
<b>numerous</b> 37:12 37:12 83:20,23	<b>official</b> 20:15 21:5 23:4 <b>officials</b> 31:8 <b>offset</b> 43:2 <b>oh</b> 31:19 65:7 74:18 75:9 <b>OHAN</b> 36:20	<b>online</b> 17:12 <b>open</b> 4:21 6:9 100:8 101:4,8 <b>opening</b> 119:16 <b>operate</b> 31:25		
<b>O</b>				
<b>O</b> 3:1				
<b>Oak</b> 16:8 26:22 36:19,22,24 82:5 87:15 <b>oath</b> 3:19,21 <b>objected</b> 69:9				

91:1 owner 9:16,24 76:6,7,14 90:1 109:22 owners 30:18 77:18	44:8 particular 10:4 10:11,14 13:22 18:9 54:17 71:2 72:8 76:15 114:17 parties 7:11,14 33:19 74:14 110:17 123:11 123:12 partly 19:1 parts 86:16 party 6:22 party's 7:8 pass 11:22 49:5 passed 22:4 49:3 68:12 71:7 passes 43:1,2 63:14 80:18 81:19 Pastels 16:9 pastor 49:22 55:22 56:6,6,9 56:10,13,14 pastor's 55:21 56:23 patriotic 20:7 101:19 103:9 Paula 28:16,19 31:6 pause 16:12 48:19 pay 87:17 paying 94:15 PDR 22:6 PDRD 19:17 peace 101:5 110:20 Pearl 73:18,19 peel 28:2 people 20:19,24 30:3,5 31:14 32:9,13 34:5 35:1,11 36:7 37:18,19 39:19 40:3,4,16,19 40:25 41:5,6	42:4,11,25 43:14 44:12,21 45:2,4,8 46:4 49:11 53:12 55:6,11 56:11 56:12,14,24,25 57:2,20,24 58:2,6,10 59:6 59:12,18 60:19 63:25 64:5 67:2,4 75:25 79:14 83:1 85:6 89:9 90:7 93:20 99:14 101:24 105:4,7 108:11 110:9 113:19 118:21 people's 39:25 55:7 percent 8:10 14:19,20 17:6 61:18 95:25 99:7 118:19 performances 18:16 26:5 performers 42:23 period 3:16,18 20:16 39:9 65:9 67:5 78:19 115:22 permanent 12:17,25 14:13 15:12 19:5 39:12 41:2 44:15 76:12 83:6 101:5 104:8 permit 9:20,22 12:2 13:2 14:11 18:25 19:4,14 20:1 20:20 21:5,10 21:15,22 23:5 23:13 24:11 31:23 34:13 45:22 46:18,19	47:23 48:2,6,6 65:9 67:16,23 77:16 79:4 80:17 82:19,20 82:21,21 94:22 98:18 100:9,22 102:12,17 103:4,8,13 104:20 120:19 permits 9:8 11:20,21 13:12 13:23 17:15 18:8 21:12 24:16 25:9 31:25 39:15,16 45:16 46:13,17 46:21 49:7 65:1,8 66:20 68:5 77:13 89:18 92:6,14 permitted 9:4 11:17 12:23 18:8 20:10 21:13,22,24 23:3 24:17 25:8 47:23 49:8 62:2 82:3 94:19,21 96:6 105:3 perpetuity 109:19 person 33:6 personal 40:17 51:13 55:20 personally 29:21 55:25 79:12,16 99:20 persons 6:24 7:6 perspective 113:8 pertains 18:20 petitions 32:8 Phillips 28:25 29:8,14,21 30:4 65:21 100:14 phone 11:10	phones 3:7 photo 104:7 pick 79:23 picture 64:7 pictures 52:25 piece 90:4 pin 36:7 Pinnacle 87:16 place 11:11,13 14:16 16:2,3,4 16:5,7 30:6 51:3,5 56:12 60:4 76:17 82:5,6,7 83:15 83:17 84:5,6 87:9 91:21 92:18 107:16 109:22 112:12 112:23 113:20 115:3 placed 109:18 places 58:15 placing 88:15 plain 24:22 plan 11:21 12:14 13:23 18:19 19:4,13 22:5 33:4,7,8,9 34:12 46:15,16 70:9 91:24 92:6 97:6,8 111:9 120:18 Planing 21:15 planned 66:13 planner 108:14 planning 8:19 8:21 22:19 23:25 48:7 61:3 plans 9:25 10:3 15:14 39:23 89:19 play 64:11 playing 93:4 please 3:7,13 5:12 7:10,11 7:15,18,20 8:3
--	--	---	---	---

8:13,13 32:11 32:12,15 34:11 34:13 35:16 44:25 62:7 63:11 66:16 69:20 71:15 75:9 plugged 64:15 plummet 31:16 plus 62:21 POAs 36:22 point 6:9 20:18 28:16 34:21 41:17 49:12 52:2 53:9,16 80:12 81:1,8 81:21 83:1 84:11 86:24 92:23 97:22,24 101:3 102:20 104:15 108:2 113:21 116:14 pointed 48:22 pointing 49:18 81:24 points 51:24 52:13 political 80:6 100:4 politics 79:15 pool 34:23 porch 35:10 portable 41:3 portion 45:1 96:10 position 23:24 39:23 50:21 possibility 99:3 possibly 9:12 100:1 posted 4:12,18 4:23 postpone 74:14 105:17 119:3,6 119:8 120:8 potential 88:11 potentially 87:1	pounding 28:15 power 39:25 powerful 57:4 60:16 62:16 powwow 114:6 practice 13:25 35:13,14 42:6 76:16 77:3 practiced 60:11 praise 41:14,17 42:22 43:24 44:16,18 51:9 prayer 41:20 pre-submission 43:5 precious 117:13 precise 51:24 predicament 99:1 prefer 42:4 preferred 44:19 prepared 62:24 preparing 66:10 prescribed 50:1 present 3:4 46:5 120:2 presentation 6:21 7:2 presentations 16:21 25:23 26:2 presented 32:21 61:23 86:7 preserve 5:8 president 28:20 30:17 36:19 presume 3:4 pretty 27:9 73:15,18 99:20 119:23 previous 15:9 20:2 previously 8:20 10:7 prima 12:21 15:21 78:10 87:24 103:10	primarily 35:6 46:10 primary 11:17 12:18,18 25:25 33:6 48:4,4 103:13 113:9 prime 79:17,19 79:22 principal 18:13 18:14 21:7,19 23:21 25:7 26:4,5,8 48:9 77:2 102:14 114:1 print 71:21 prior 64:14 77:21 107:14 privilege 15:10 privileges 36:1 68:16 pro-properties 99:22 probably 31:20 37:20 92:21 93:6 98:14 99:21 119:18 problem 37:10 37:11,11,14,17 93:20 98:20 100:1 108:7 problematic 79:8 problems 84:17 115:19 procedure 10:18 procedures 13:17 proceed 6:17 84:25,25 proceeding 75:1 proceedings 1:18 122:10 123:7,9,11 process 15:16 31:12 33:9,20 39:14 47:13 56:17 76:1	77:10,25 processes 112:16 processing 63:5 produce 10:22 profit 72:14 93:5 profoundly 72:9 94:14 Program 60:13 programmatic 60:18 progression 104:13 prohibit 17:21 prohibited 9:4 21:7 22:15 23:7 24:12 25:9 30:3 prohibiting 48:15 prohibition 7:17 17:25 47:17,21 64:25 prohibits 22:21 47:24 48:14 68:23 117:1 project 15:7 19:25 PromiseLand 11:2,3 17:16 29:1,14 79:21 110:4 promoter 42:18 promoters 42:24 promoting 22:18 proper 61:13 properties 15:11 79:17 property 9:14 9:16,24 11:6 15:1,17 17:15 23:12 26:16 30:17 31:21 33:2,5 34:18 34:21 35:25	39:11 49:14,14 49:18,25 50:3 50:19,25 51:1 51:2,12,15,17 73:4,14 76:6,7 76:14 77:18 78:10 89:4 90:2 95:25 96:12 103:10 109:20,22 113:16 proportion 15:3 95:16 proposed 8:24 9:1 15:1,14 22:7 24:15 29:18 100:3 proposes 23:10 proposing 33:3 proposition 103:25 prosecute 63:6 prosecution 25:4 protect 31:9 97:21 protection 33:20 proven 40:24 provide 10:13 providing 95:20 provision 7:23 7:24 8:5 22:8 22:21 23:2,20 24:4 27:4 48:1 63:7 78:17 98:2 provisions 79:2 95:20 Pruett 36:18,19 public 3:17 6:15 8:6 10:13,16 20:7 22:17,20 23:5,9,16,25 68:18 69:4 74:10 75:17 89:1 94:19 111:15,16,16
---	---	--	--	--

publicly 65:25	quite 42:23	really 10:6,17	12:11 90:25	123:12
pull 38:22 82:18	63:19	13:9,12 15:5	recruit 91:24,25	relatively 39:6
82:19,21 90:9	quorum 3:4	40:1 43:10	red 17:11 53:2	reliance 65:11
pulled 49:4	quoted 29:8	46:9 47:11	93:19	relied 68:4 92:4
purchase 39:10	30:4	54:25 55:25	reduced 123:8	religion 32:4
50:14 90:1		56:9 59:13	refer 17:16	44:11 52:18,22
purely 81:2 93:6	<b>R</b>	63:2 64:10	reference 21:16	53:11 91:14
purpose 44:14	R 3:1 123:1	65:17 66:25	25:3	114:20
pursuant 6:9	raceway 90:14	71:14 73:10	references 13:6	religious 11:19
pursue 40:1	racing 91:13	74:9,14 76:6	13:11 19:23	12:7,9,16,17
pushback 23:16	racquetball 29:5	77:21 82:16	reflection 50:8	12:17,21,23
put 3:7,8 44:17	raise 32:12	83:13 85:15	reform 68:12	14:7,14 15:13
50:10,25 65:7	40:12	99:16,18 101:2	refused 17:7	15:22 16:1,3
89:3,25 103:6	raised 44:8	108:7 112:22	68:1	17:24 18:5,12
110:10 115:15	60:10 88:25		regard 6:10	18:13,15,18,24
	raises 72:6	reason 56:13	regarding 4:23	19:3,5 20:7
<b>Q</b>	raising 112:4	58:3,4 66:2	7:21 8:2,5 11:1	22:1 23:2,6,11
qualified 8:11	Randy 28:25	67:20 89:12	37:3 47:7	23:12 24:17
qualifies 90:23	29:8,13,21	105:2 108:2	62:18 63:20	25:13,17,25
quantity 37:7	30:4 65:21	reasonable 12:5	64:13,18 67:2	26:2,8 29:24
Quarries 90:24	Randy's 55:22	13:15 19:8	67:11 72:22	29:25 32:4
quasi 7:19	Ranger 61:18	24:20 89:10	regardless 72:7	33:23 35:12,14
question 10:3	79:25 85:14	rebranding	90:15 92:17	42:6,17,21,21
14:8 17:23	rate 73:4	17:18	regards 81:23	44:3,16 45:22
18:5,7 35:13	rational 22:9	rebuttal 7:7	regional 37:11	46:16,25 47:1
73:11 77:25	94:6,6	27:13,24 38:15	regular 12:16	47:9,17,25
78:1,2 80:9,11	reach 40:16	71:7	26:22 27:4	48:12,17 49:8
83:1 90:18	55:11 57:16	receive 6:8	70:24 102:22	52:15 53:11
96:21,22 97:2	60:3 90:7,12	received 31:2	111:6	57:15 64:4
98:10,23,24	99:6 113:14	33:9 37:7 41:8	regulate 106:25	65:4,22 69:9
100:8 102:20	reached 100:21	41:11	regulated	72:17 78:9,11
105:6 108:10	read 16:14	recipient 72:8	107:12 113:19	78:19 79:3
109:5 112:2,4	28:24 65:6	recognize 34:9	regulating 52:21	80:3,23 81:23
116:6 118:24	79:5 84:19	100:4	107:10	82:4,12 83:19
questioning	98:8	recognized 20:4	regulations 12:7	83:21 86:7
82:17	reading 103:2,3	24:21	13:17 27:7	87:12,18 88:2
questions 7:14	103:14,16	recognizing	83:14	89:20 90:23
8:14 16:13,19	ready 85:25	40:13	related 11:21	91:1,20 92:3
16:22 17:19	118:20	recommend	87:19 88:5	92:14,22 93:3
27:11 69:2,5	real 31:17 38:10	78:14	105:8 123:11	93:8,9,12
72:18,22 75:14	51:10 60:17	reconvene 6:15	relating 13:17	94:18 96:10,11
78:4 95:13	93:17 108:6	record 5:4,8	relationship	96:15 98:5,8
101:15 105:7	111:24	17:14 36:5	40:12,17 42:13	101:19 103:6,9
quick 93:18	reality 100:4	46:6 62:11	56:2	103:11 104:14
quickly 16:6	realize 54:22	Recovery 60:13	relationships	104:15,25
27:9 38:10	realized 53:18	recreation 12:19	40:5	106:5,6,23
quietly 32:11	63:11	78:20 89:11	relative 88:9	107:2 113:6,25
		recreational		

114:21,22 <b>reluctant</b> 40:20 <b>relying</b> 65:12 <b>remember</b> 64:6 101:18 104:7 114:18 <b>REMEMBER...</b> 1:13 <b>reminders</b> 3:6 <b>remotely</b> 51:6 <b>rendered</b> 52:3 <b>replied</b> 33:3 <b>report</b> 6:18 <b>reported</b> 1:18 123:8 <b>Reporter</b> 1:19 <b>reports</b> 31:2 <b>represent</b> 30:18 <b>representation</b> 63:10 <b>representative</b> 6:23 7:8 76:22 97:3 119:21,22 <b>representatives</b> 7:4 33:18 65:22 <b>represented</b> 26:25 36:15 <b>representing</b> 44:21 98:13 <b>request</b> 11:4 30:14 33:17 45:15 76:4 <b>requested</b> 9:15 29:13 <b>require</b> 12:2 20:1 23:13 27:7 <b>required</b> 10:16 13:1 39:16 41:12 52:20 76:16 <b>requirement</b> 10:13 77:6 <b>requirements</b> 15:19 45:14 88:18	<b>requires</b> 67:22 98:1 <b>requiring</b> 68:5 <b>rescind</b> 97:5 <b>rescinded</b> 98:16 <b>research</b> 49:13 <b>reserve</b> 27:12 <b>residence</b> 67:12 67:17 <b>residential</b> 9:9 11:25 12:24 14:22 22:15,21 22:22 25:12 31:25 32:23 36:1 38:3 68:22 93:18 94:23 101:18 <b>residentially</b> 37:23 <b>residents</b> 29:11 29:12 30:12 32:20 99:23 <b>resolution</b> 23:17 <b>resolutions</b> 37:1 37:3,6 <b>resource</b> 29:9,10 <b>resources</b> 29:7 <b>respect</b> 36:1 52:4 <b>respected</b> 60:21 61:13 68:9 <b>respectful</b> 7:12 <b>respectfully</b> 30:14 <b>respond</b> 76:11 78:13 <b>responded</b> 85:2 <b>response</b> 8:22 11:15 12:4 19:1,21 21:1,3 23:15 27:1 63:1 100:20 117:8 118:4 <b>responsibilities</b> 36:2 <b>responsible</b> 50:16	<b>rest</b> 20:18 58:19 101:4 <b>restaurants</b> 77:14 <b>restoration</b> 57:1 106:24 <b>restriction</b> 43:25 89:3 <b>restrictions</b> 9:10 15:17,19 88:20 88:23 89:25 <b>restrictive</b> 15:14 15:16 18:22 19:14 20:12 22:5 26:3,6,9 27:5 33:10 34:12 43:18,21 43:24 46:15 47:14 52:5 53:21 61:25 62:3 66:11 79:1 88:10,14 89:8,18 97:16 97:23 104:16 108:12,18,24 109:7 110:12 110:20,23,25 111:3 116:25 120:14 <b>result</b> 5:7 17:8 33:19 <b>resulting</b> 33:21 <b>retail</b> 76:9 <b>retaining</b> 82:19 82:23 <b>revenue</b> 43:9 <b>Reverend</b> 100:14 <b>reversal</b> 23:24 <b>reverse</b> 18:11,19 18:21 68:14 <b>reversed</b> 10:23 27:5 66:20 97:17 <b>review</b> 8:21 21:16 33:8 48:7 51:13	68:3 112:16 <b>revising</b> 33:22 <b>revisit</b> 119:15 <b>revival</b> 103:7 <b>right</b> 4:6 5:11 6:6,6,14 16:15 27:14 30:15 31:9 33:4 34:14 35:17,18 38:5,8,17,19 38:23 45:6 48:20 53:25 54:4 57:9 59:7 63:14 68:7 69:1,3 72:4 74:21 75:11,25 76:24 77:25 79:16 80:7 82:18 90:5 94:8 95:8 96:16 97:18 98:24 100:13 102:1,15,16 106:24 107:3,4 107:15,23,24 110:19 111:13 111:19,20 112:1,19 116:4 117:19,19 118:3,3 120:7 122:2 <b>rightfully</b> 34:7 <b>rights</b> 33:22 75:22 93:21 94:15 99:22 <b>risk</b> 66:21,21 85:1 <b>River</b> 53:2 <b>road</b> 35:21 79:22 96:21 <b>Robert</b> 5:5 6:23 17:1 62:13 <b>rock</b> 106:8 <b>rodeo</b> 10:24,25 <b>role</b> 7:19 <b>roll</b> 5:11 121:7 <b>Rome</b> 80:2	<b>roof</b> 50:8 81:4 83:4,9 <b>roofed</b> 83:5 <b>room</b> 73:20 <b>roving</b> 50:24 <b>RR</b> 12:24 17:21 18:1,13 20:14 22:3 26:17 49:9 68:19,20 95:14,15,18 <b>rules</b> 7:18 46:21 46:22,23 <b>run</b> 31:24,24 90:3 <b>rural</b> 12:24 32:23 36:1 68:20,20,22 94:22 101:18  <hr/> <b>S</b> <hr/> <b>S</b> 3:1 <b>sacrifice</b> 115:20 <b>sacrificially</b> 44:22 <b>sadder</b> 120:20 <b>sake</b> 17:17 <b>sales</b> 76:9 87:16 87:16 <b>Salinas</b> 64:12 <b>Salvation</b> 44:4,7 44:10 <b>sampling</b> 67:2 <b>San</b> 53:4 <b>sanctuary</b> 11:12 35:23 83:16 88:19 113:9 <b>sang</b> 59:23 <b>Sara</b> 33:8 <b>sat</b> 84:18 <b>save</b> 62:15 <b>saying</b> 26:1 29:8 30:4 80:15,25 84:23 85:3 89:8 91:2,12 112:5 <b>says</b> 20:13,14 22:14 23:19
---	--	---	---	--

25:22 47:22,22 47:23,24 48:6 63:13 71:16 78:10,25 79:2 83:8 95:2 97:23 101:17 101:18,25 106:21 scale 14:24 15:2 20:22,24 21:1 69:8 95:6,18 104:10 schedule 70:10 scheduling 42:7 school 12:1 39:7 58:9 64:2 83:4 94:19,21 schoolchildren 64:19 scope 25:24,24 63:21 67:8 107:11 Scouts 87:20,20 104:1 screen 36:10 se 111:4 seal 123:13 seat 41:2,3 seating 81:18,19 seats 15:3,4 34:11 39:18 80:18 seclusion 38:1 second 4:5,7,10 40:4 85:16 102:19 111:18 119:12,13 120:9 121:3 secondary 12:19 seconds 53:8 120:12 section 6:9 8:5 12:15,15 19:6 20:6,18 21:14 47:16,19,22,24 48:14 79:6 102:24 113:21	114:2 sections 8:1 see 4:13 22:24 23:16 30:6 32:13 36:9,14 37:6 43:4 50:17 58:13,14 62:20 66:3 67:13 71:21,21 72:20 74:9,15 77:24 78:7 87:21,23 89:16 92:20 104:13 105:16,20 107:14 109:13 110:25 113:8 113:12,13,24 115:5,16 118:7 118:16 119:24 121:4 seeing 110:22 seen 32:1 79:20 79:20 80:1,3 85:12 sell 81:16,18,20 107:8 sends 66:6 senior 19:22 sense 34:4 63:25 82:16 83:2 sensitive 112:10 sensitivity 63:25 sent 19:21 33:16 56:6 66:15 76:3 77:18 84:15 sentence 23:10 78:15 separate 104:18 separation 79:14 September 22:9 serious 99:12 sermon 55:2,2,3 55:3 92:11 serve 40:6 44:12 55:19	served 61:4 service 9:18 41:7 54:9,24 69:25 70:3 71:3 services 16:2 23:11 24:17 41:15,18,19 43:12,22,24,25 45:4 55:8,11 70:24 83:22 serving 49:21 session 4:2,4,10 4:12,23 5:9,12 6:8,12,13 set 8:4,4 19:6 51:18 69:17,23 123:6 setting 55:8 setup 66:7 seven 8:8,12 32:3 39:9 SF-3 20:14 24:8 24:12 68:5 SF-4 20:11 share 45:11 49:23 shared 31:17 sheet 3:5 sheets 22:25 sheltering 87:14 shirts 71:9,10 Shorthand 1:19 shot 36:10 shouting 30:24 show 42:25 57:17,20 58:5 shown 15:14 37:15 shows 49:14 71:7 Shreveport 61:6 shut 59:4 73:25 sic 24:25 25:8 63:8 side 35:2 114:4 119:21	sides 110:15 sign-in 3:5 signature 53:22 signed 3:5,17 32:8 53:23 significance 23:23 significant 37:17,20 50:5 50:9 67:23 72:15 silence 71:17 Silver 82:6 similar 9:24 18:17 20:9 30:22 77:19 101:23 similarities 9:1 similarly 15:10 simple 21:4 58:12 simplicity 17:17 simply 38:2 96:3 sing 59:22 singer 42:1 single 37:18 single-family 96:6,8 sir 69:21 70:5,21 71:23 85:14 97:4 98:12 107:23 Sistine 80:2 sit 41:5,6 site 9:25 11:21 12:14 13:23 15:2,14 18:19 19:4,13 22:5 33:4,7,8,9 34:12 46:14,15 52:5 78:12 79:9 86:24 89:19 90:25 91:24 92:6 95:7,15 96:7,9 96:10 97:6,8 107:1 110:11	111:9 120:18 sites 32:23 sitting 85:10 situated 15:11 situation 56:4 57:19 59:3 117:20 six 16:16 27:3,18 27:20,23 28:11 57:2,7 six-story 32:24 size 15:7 95:14 95:19 113:16 113:16 skeptical 105:10 sleep 31:4 sleepy 30:6 slower 62:14 small 45:1 58:2 71:21 95:5 104:9 smaller 11:8 15:1 62:19 soccer 29:6 Society 16:9 softened 59:21 solemnly 3:22 solve 115:19 somebody 9:19 56:7 69:15 75:15 76:20 somewhat 40:20 songs 59:23 soon 90:1 sorry 31:11 70:1 101:15 120:10 sort 83:11 99:17 105:1 110:15 114:7 115:8 sorts 82:8 SOS 95:24 soul 115:21 sound 9:7 13:7 21:11 31:24 32:5 35:3,4,7 35:12 37:10,23 41:10 45:18,20
---	--	--	---	--

49:25 50:2,7,8 50:11,14,22 51:7 53:5 66:25 67:10,16 72:21 85:4 100:17 108:4 115:11 sounded 35:5 sounds 31:3 SP-2011-185C 18:20 space 50:23 81:22 spaces 13:2 81:5 speak 3:11,15,18 12:4 62:17 71:9 81:22 86:2 90:10 speaker 28:17 speakers 27:20 28:11 50:7 51:7 54:5 speaking 10:6 92:10 114:10 speaks 12:16 15:21 72:8 special 1:8 15:10 17:3 68:16 specific 12:6 13:16 14:8 specifically 40:18 65:1 81:22 102:18 116:1,25 specificity 27:7 specify 36:8 spend 43:11 115:22 spent 35:22 spiritually 40:4 40:23 spit 119:2 spite 42:20 split 99:7 110:14 sports 32:24 spot 115:8 Spring 64:19	Springs 35:21 St 53:2 stadium 94:20 staff 6:19 7:11 7:12 9:19 10:10 12:5,13 12:14 13:15 14:10 15:5,8 17:7 18:7 19:1 19:20,22,22,24 21:1 22:6,7,10 22:14,18,18 23:10,19 28:19 33:13,18 42:8 48:23 49:6 51:11 53:17,25 64:22 66:4 67:9,19 68:1,4 68:6 76:11 89:1,2 95:3 109:9 staff's 45:21 stage 80:20 staggering 100:15,15 stand 3:21 9:2 32:12 44:25 60:15 standard 10:18 100:20 101:2 standards 8:2 24:4 64:11 104:5 standing 32:12 standpoint 114:9 Star 32:18 34:17 start 93:4,5 99:8 99:11 started 8:16 22:8 39:8 64:15 70:4 starting 72:12 83:1 104:15 starts 67:10 state 5:2 15:25 25:5 33:22	52:12 63:20 79:14 105:11 123:2,4 state-of-the-art 45:18 50:14 stated 11:9 52:3 73:9 80:17 83:19 102:25 113:25 statement 20:13 26:1 62:16,22 63:9 80:7 statements 39:4 states 50:14 61:5 61:9 Statesman 28:25 29:8 stating 79:7 stations 50:18 status 26:12 80:4 statute 98:1 statutory 52:7 stay 112:17 114:15,16 118:3 staying 49:15 step 45:13 46:12 steps 49:24 52:19 stereo 74:2 Steve 7:4 46:2 stimulated 22:13 stop 75:10,14 stopped 111:11 story 112:9 straps 109:18 strategies 40:2 strategy 40:5 66:9 Street 1:16 stretch 65:6 strictly 22:16 63:22 67:21 88:5 113:11 strong 44:10	structure 13:3 14:13,14 74:9 83:3,5 86:19 92:17 structures 79:22 97:9 104:9 stuck 96:11 stuff 59:25 85:6 style 44:18,19 subcategories 13:12 subject 9:10 17:25 37:24 79:1 95:24 submitted 12:13 43:5 subordinate 25:25 SUBSCRIBED 123:13 subsequent 14:4 94:7 substantially 14:21 sudden 26:4 sued 24:9 sufficient 38:16 suggest 52:9 suggestion 52:14 53:14 summarizing 44:14 summer 34:22 summoned 65:19 Sunday 31:1 41:1,16 69:25 70:3,17,18,21 102:4,5,23 sunrise 16:2 83:22 supervision 123:8 supplements 8:4 support 6:25 32:11 38:7 44:24 57:12	85:16 104:2 supposed 68:25 sure 27:8 28:4 52:20 78:23 80:10 90:17 91:11,18 105:15 106:22 108:25 109:19 114:20 115:10 119:4 120:19 120:24 surgeries 56:5 surgery 56:6 surrounding 30:11 32:10 survived 61:19 suspenders 97:21 sustain 8:12 swallow 104:17 swap 78:24 swear 3:22 sworn 65:18 123:13 sympathetic 72:7 112:10 113:20 114:7 sympathize 99:23,24 113:13 Symphony 16:10 synagogue 55:4 system 45:18 50:15,18 51:2
<b>T</b>				
T 123:1,1 take 3:9,21 11:11,13 16:2 16:3,4,5,7,22 28:14 52:8,23 52:23 53:7 55:15 82:6,7 83:15,17 84:4 85:25 87:9 92:24 108:4				

115:20 116:9	23:5,13 24:11	116:2 120:5	110:5 114:4,10	time's 53:6 62:1
116:13 117:17	24:16 47:22	122:9	114:24 119:8	timely 76:4 85:4
120:14	48:2,2,6,8 65:1	thankful 60:1	121:4	times 42:24 51:1
taken 23:19	65:8 68:5 79:4	theater 116:8	thinking 59:24	67:18 70:6,25
49:24 82:5	79:6 98:18	theaters 82:7	99:8,9,11	71:1,4 86:13
89:1 100:6	100:9 101:17	theatrical 18:16	third-party 44:5	108:16
takes 14:16 51:3	101:19,25	26:5	Thomas 35:20	tired 74:6,6
51:5 88:10	102:5,12,17,25	theoretically	thought 39:2,2	today 28:22
91:21 115:19	103:4,8,12	94:20	49:12,18 95:21	31:10 32:14
talk 9:7,10 29:3	104:9,20 114:2	thing 26:18 31:9	99:25	34:1 49:23
47:20 63:17	tent 104:12	58:2 66:18	thousand 35:21	84:13,18 99:5
65:11,22 67:17	tents 103:6	67:7 73:18,19	39:18 62:21	117:19,20
74:8,14 119:17	term 26:19	73:24 79:8	88:24	told 30:13 39:16
121:1	terms 42:9 45:15	86:20 89:11	thousands 10:1	58:11,20 82:9
talked 12:14	terrible 66:18	105:1 115:3,11	three 5:7 14:19	92:1,14 93:10
21:25 68:15	terrorism 61:21	things 46:5 47:6	17:8 27:2 28:3	100:19 101:1
101:16 110:4	test 41:10	49:3,5 51:25	28:7,13 37:3	tolerate 116:16
talking 13:3,4	testified 26:11	62:4 65:4	38:12 40:2	tomorrow 93:2
46:25 75:6	testimonials	77:18 78:20	46:4 59:8,10	tonight 3:6,20
78:21 100:23	41:20	82:22 83:20	62:6 96:1 97:9	3:23 6:17 7:22
117:4	testimony 3:20	84:3,14 86:18	threshold 91:17	8:7 9:7 22:8
talks 48:14	3:23 6:24 7:6	89:6 106:2,2	92:20,21 104:5	32:14 36:13
95:18	17:12 41:25	106:25 112:15	thrifty 111:24	37:13 39:4
task 112:22	47:1 60:15	112:21 113:17	thrown 67:17	42:20 43:20
tasked 86:11	62:18 65:18	think 14:17,18	85:6,8,16	44:23 45:20
tax 12:21 15:23	78:7	17:22 18:9	Thursday 70:22	60:15 62:17
15:23 78:10,12	Texas 1:17	19:9,10 26:19	ticket 18:17 34:6	77:21
79:9 80:4	26:10 58:17	27:4 38:12,21	42:23	tool 36:12
94:15 103:11	61:7 64:20	41:15 42:11	ties 97:15	108:24 110:20
tax-exempt	114:19 123:2,4	46:8,8 47:1,11	time 3:3,18 6:15	total 38:15
26:12	123:19,21	48:16 58:18,24	7:15 10:1	totally 20:25
taxed 79:17	text 101:17	59:4 68:15,19	17:10 27:8,11	touched 59:13
team 56:25	thank 4:1 16:15	68:22,25 69:7	27:13,16,17,24	toughest 94:9
tell 65:13 69:16	16:23,24 17:2	72:11 73:10	27:25 34:9	town 45:7
72:25 82:16,18	27:15 32:16	74:7,8 75:19	38:6 44:20	track 56:25
91:23 103:16	34:15 35:18	77:4 78:16	45:24 46:11	tract 14:17,25
119:22	36:16,17 38:4	82:8 83:20,25	48:25 51:10,19	95:3,23
telling 22:19	38:5,24 45:25	85:17 87:13,14	51:23 52:23	tracts 14:23
84:16 91:19	51:19,20 54:3	88:18 89:1	54:14 56:17	tradition 60:10
tells 21:9 102:12	54:4,8 57:4,6	94:8,17 95:2	60:6,20 61:15	60:11
102:18	59:7 60:4,5,6	95:25 97:4,5	62:14,15 84:5	traditional
temple 55:3	60:23,24 62:8	100:10,12,18	84:6,11 89:2	40:20 45:5
temporary	62:10,12,12	102:10,19,24	100:11 106:10	55:9
12:18,25 13:2	69:3 73:8 95:8	103:20,21	107:16 114:10	traffic 15:20
19:6 20:10,17	96:17 101:10	104:23 105:1	114:17 117:11	88:20
21:2,5,10,17	111:12 112:3	106:24 107:11	117:12,15,16	transcription
21:18,22 22:2	114:13,13	108:7,22 110:5	117:16 119:8	123:9

transfer 27:12 27:25	TUP 48:11	102:23 106:1	33:11,21 34:23	V
transform 39:25 43:16 45:3 60:14	turn 3:7 58:8 67:13 74:21,24	106:11,19 112:22	38:2,3 40:8 44:17 45:22	VA 61:14
transformation 55:23,24 56:23 57:1 60:17	turned 93:8	understanding 14:6 70:19	47:22 48:2,2,4 48:5,6,9,12,15	vacant 104:24
transformed 56:24	turning 93:5	TV 74:2	48:17 49:8,9	vague 26:20
transpired 114:15	twenty 11:2	75:23 78:12	52:6 63:4 65:1	Valadez 2:10 6:2,3 75:4 121:23,24
traveled 79:24	twice 26:25	109:20	65:8 67:23	validate 122:7
travesty 31:22 31:22 32:2,15 68:13	two 34:19,24 35:9 36:15	understands 120:5	68:5,22 73:10	valley 107:22
TRAVIS 123:3	38:7 46:4	underway 100:22	75:21 76:9,12	value 49:18
treat 16:5 115:1 115:1	50:24 52:13	underwent 41:10	77:1,2,12,17	values 31:15,21 32:7 49:14,14
treated 86:17,21	60:8,12 72:10	undone 99:18	78:1,3,6,11,25	various 14:12 39:15 41:20
treaty 101:5	73:17 74:4	unintentional 108:20	79:4,6 80:4	Vegas 61:6
trees 50:10	77:24 88:24	United 50:14 61:9	82:4,12 83:6	vein 113:22
tremendous 56:22 59:12	97:13 102:11	unnecessary 103:12	83:19 86:23	venue 29:17,20 34:8,10 40:19 44:16 46:18 55:11 71:8 72:13 73:5 82:8 93:6 100:22
Trick 16:4	103:22 115:7 116:10	unwanted 31:12 37:25	88:10 89:20	verbal 10:9
trickle 112:20	type 13:13 26:12 26:15 91:21	upheld 10:23	91:1,5,20,20	Verizon 111:25 111:25
tried 99:6	94:23 108:17	uphold 8:9 45:21	92:3,10,15,21	versus 47:7
trivial 58:10	typewriting 123:8	upset 31:3 118:21	93:8,9,12	veteran 61:16
trouble 75:23 108:23	typically 20:9 33:24 88:10	urge 38:3 62:23	94:23 95:4	vetted 43:18
troubling 112:6	U	use 8:24 9:1,2,4 9:5,5,9,15 10:4 10:5,15 11:4 11:16,17,18 12:2,8,10,11 12:16,22,23,24 12:25,25 13:9 14:7,11,15 15:6,13,18,22 15:24 18:8,11 18:13,15 19:5 19:6,12 20:1,4 20:9,11 21:2,5 21:7,10,19,22 21:23 23:3,5,7 23:13 24:2,11 24:16,17,21 25:7,8,9,25 26:6,8 27:7	96:2,5,5,6,7,11 96:12,12,16 98:18 99:3 100:9 101:17 102:1,4,12,14 102:17,22,25 103:1,4,8,12 103:13 104:20 104:25 110:19 112:18 113:3,6 113:8,12,12,15 113:15 114:1,2 114:16,21,22 115:25	vibrate 3:8
true 3:23 48:25 77:12 99:12 123:9	unchallengeable 63:4		100:9 101:17 102:1,4,12,14 102:17,22,25 103:1,4,8,12 103:13 104:20 104:25 110:19 112:18 113:3,6 113:8,12,12,15 113:15 114:1,2 114:16,21,22 115:25	Vice 2:4
truly 58:16 99:12	unchurched 60:19		100:9 101:17 102:1,4,12,14 102:17,22,25 103:1,4,8,12 103:13 104:20 104:25 110:19 112:18 113:3,6 113:8,12,12,15 113:15 114:1,2 114:16,21,22 115:25	victims 66:14
trunk 16:5	uncomfortable 55:10 105:14 106:3		100:9 101:17 102:1,4,12,14 102:17,22,25 103:1,4,8,12 103:13 104:20 104:25 110:19 112:18 113:3,6 113:8,12,12,15 113:15 114:1,2 114:16,21,22 115:25	video 50:16
trusted 31:8	uncommon 16:1		100:9 101:17 102:1,4,12,14 102:17,22,25 103:1,4,8,12 103:13 104:20 104:25 110:19 112:18 113:3,6 113:8,12,12,15 113:15 114:1,2 114:16,21,22 115:25	Viet 107:19
try 62:13,14 70:14 73:11 89:2 111:10 114:6	unconventional 54:19,23		100:9 101:17 102:1,4,12,14 102:17,22,25 103:1,4,8,12 103:13 104:20 104:25 110:19 112:18 113:3,6 113:8,12,12,15 113:15 114:1,2 114:16,21,22 115:25	Vietnamese 107:19
trying 31:3 58:16 86:2 102:19 106:21 108:2 112:17	understand 25:22 38:14 45:13 52:20 56:16 71:20 74:22 81:2 86:3 94:5,6 98:25 101:6,7		100:9 101:17 102:1,4,12,14 102:17,22,25 103:1,4,8,12 103:13 104:20 104:25 110:19 112:18 113:3,6 113:8,12,12,15 113:15 114:1,2 114:16,21,22 115:25	view 75:19
tunnel 112:18			100:9 101:17 102:1,4,12,14 102:17,22,25 103:1,4,8,12 103:13 104:20 104:25 110:19 112:18 113:3,6 113:8,12,12,15 113:15 114:1,2 114:16,21,22 115:25	viewed 33:24

<b>vision</b> 32:21 39:21,24 55:22 56:23 57:3,14 112:18 <b>visit</b> 72:22 <b>visited</b> 31:16 <b>visualize</b> 36:5 <b>voice</b> 36:13 <b>volunteer</b> 55:18 <b>Von</b> 2:11 6:4,5 79:11 80:6,10 82:14 83:24 85:19,22,24 86:3 94:11 95:9 96:18,20 96:24 97:10 98:10,13 101:6 101:10 106:5,8 106:10,14 107:17,25 116:9 117:3 118:14,22,23 119:13 120:9 120:11 121:3 121:25 122:1 <b>vote</b> 8:8,12	74:1 79:11,14 80:4,12 99:7,8 99:10 101:4,5 105:16 106:12 106:13,14,15 113:1,10 114:15,16,18 114:20,20 119:14 <b>wanted</b> 27:23 34:6 52:2,12 60:1 100:14 101:12 103:6 103:16 <b>wanting</b> 97:13 <b>wants</b> 9:19 47:5 76:8 79:13 <b>wasn't</b> 55:2,3 75:24 77:5 83:23 103:5 <b>Watts</b> 35:19,20 <b>way</b> 15:23 19:10 26:6 32:4 37:4 40:10 42:3,5,6 45:13 46:12 47:5 57:16,18 57:20,23 58:6 58:7,14,21 61:22 64:10 73:1,3 77:1 82:3 84:10 89:9,14 90:10 98:3 105:13 113:1 114:5 117:24 118:6 120:21 <b>ways</b> 100:1 102:11 115:19 <b>we'll</b> 6:14 10:3 16:21 21:3 24:4 27:14 42:8 47:11 54:5 63:16 111:20 116:15 122:3 <b>we're</b> 3:2 5:7 6:17 8:7 9:10	17:9 18:11 22:8 27:10 28:11 30:7,8 31:10 32:3 39:5 43:11,13 46:22,22 56:13 65:12 66:24 67:18 73:22 78:21 82:16 83:25,25,25 84:2,13,24 85:3,5,8,9 86:11,22 88:24 97:12 99:5,11 105:12,15 112:19 115:12 117:3,4 118:10 119:16 <b>we've</b> 27:20 32:2 37:2 39:19 41:14 43:6 44:1 46:10,12 46:14,17 51:14 62:19 69:22 74:12 82:4 84:13 96:18 100:3,19,20 104:5 115:5 117:20 <b>website</b> 36:4 <b>Webster</b> 83:2 <b>Websters</b> 82:14 <b>weddings</b> 16:2 83:22 <b>Wednesday</b> 70:24 <b>week</b> 24:18 63:18 66:7 70:8,24 71:5 <b>weekend</b> 34:7 93:4 <b>weekends</b> 34:23 73:17 <b>weeks</b> 74:5 <b>weighing</b> 79:7 <b>Weisbart</b> 7:4 51:21,22 53:9	105:10 <b>went</b> 16:6 29:2 56:4 66:20 94:1 96:21 99:21 109:10 <b>weren't</b> 89:8 100:23 <b>west</b> 1:16 11:3 17:16 29:1,14 30:20 51:1 123:21 <b>whistle</b> 108:1 <b>whistle's</b> 107:20 <b>whistles</b> 107:19 <b>who've</b> 37:8 <b>wider</b> 87:21,23 <b>wife</b> 54:13 <b>wildlife-filled</b> 35:23 <b>William</b> 1:17 2:3 5:17 121:13 <b>Williams</b> 55:17 55:17 <b>willing</b> 40:21 88:24 116:6,11 116:19 118:7,9 118:10 <b>willingness</b> 29:16 <b>windows</b> 73:25 <b>wish</b> 42:16 <b>witness</b> 61:3 <b>woke</b> 58:11 <b>woken</b> 35:4 <b>women</b> 44:9 <b>Women's</b> 16:10 <b>won</b> 61:9 <b>wonder</b> 78:13 <b>wondering</b> 58:21 <b>wooded</b> 35:23 <b>word</b> 31:20 51:5 51:16 98:5 109:2 110:1,6 110:6,9,9 <b>wording</b> 43:21	<b>words</b> 62:17 97:5 <b>work</b> 29:16 30:7 35:6 55:1 110:4 115:17 117:6,13,15,21 118:1,7,9,9,11 119:24 120:3 <b>worked</b> 100:18 109:11 <b>working</b> 46:10 60:14 109:1 113:2 <b>world</b> 79:24 80:1 115:5 <b>world-renown...</b> 50:15 <b>worship</b> 12:17 32:4 39:12,18 39:19,20,22 40:11,19,22,25 41:7,14,18 42:3,5,5,22 43:12,22,24,25 44:16,18 45:2 47:5,12 50:19 51:3,9 54:24 55:21,24 56:15 56:17,21 59:17 59:18 60:11,17 62:23 71:3,25 78:19 87:7,8 87:12 88:6 90:6 91:21,21 105:13,18 106:2 107:4 116:20 <b>worshippers</b> 39:9 40:6 42:13 <b>worth</b> 49:18 115:21,22 <b>wouldn't</b> 69:13 <b>wound</b> 56:4 <b>Wow</b> 27:19 <b>wrap</b> 62:7 <b>wrapping</b> 68:10 <b>write</b> 76:11
--	---	--	---	--

108:19	73:1	105:4	72:6	53 14:17,25
writes 23:19	zone 12:15	1500-seat 20:25	245 97:18	55 95:16
25:16	14:13 48:9	68:21	25-19 68:11	5507 6:9
writing 110:25	zoned 26:17	16 34:18 35:16	25-2 21:17	6
written 10:9	35:25 37:24	35:22 41:14,17	25-2-491C 78:25	6 21:17
17:12 26:7	zones 14:12	62:5	25-2-641 78:8	600 39:10
wrong 53:19	zoning 8:19 13:9	161 62:23	25-2-921 21:17	63 95:16
119:19	17:20,21 18:1	164 62:20	47:17 65:1	65 59:3
wrote 75:13	18:9,13 19:7	17 11:2 69:22	25-2-921(C)	650,000 34:20
111:3	19:15 20:1,6	17th 25:14,15	19:6 20:6	68 14:19
X	20:14,18,21	18 23:18 24:25	24:15	6801 34:17
Y	21:7,20,24	63:18 67:25	25-2-92D1 24:24	6805 34:18
y'all 5:8 17:8	22:3,15,22,22	186 84:19	25.1 7:25	7
28:13 97:17	23:3 24:8,23	18th 24:19	25.1.191 8:5	7 7:25
100:9 116:6	25:8 26:10,15	197 68:12	250,000 43:12	7,000 43:8
y'alls 105:10	30:3 32:24	2	116:10	7:03 1:14 3:3
yeah 85:21	33:2 48:4,11	2,000 40:25 45:1	2500-seat 29:19	7:06 6:13
88:14 95:11	61:3,8,10	20 6:23 7:5	25th 28:24	7:50 6:13,15
101:13,16,22	63:22 64:8	13:19 46:3	2nd 1:16 122:4	71 39:11
102:21 103:18	67:21 79:4	67:10	3	7100 32:18
103:21 106:4,9	83:14 95:14,15	20-day 14:9	3,500 11:6	75 8:10 51:17
106:17 110:8	95:18 100:12	200 41:3 67:1	30 36:23 53:8	59:3 66:23
year 26:23,25	111:6,6	80:17 81:19	65:2 66:2	75-decibel 50:1
29:24 39:23	0	2004 66:15	300 61:8	51:15
43:7,12 44:1	071 6:9	2005 39:7	301 1:16	750 41:2
63:5 66:1	1	2007 28:24	311 34:1 66:23	7578 123:19
100:11,15	18:1	29:11	67:1	78701 123:21
104:6	10 6:19,25 35:23	2007-2008 19:21	327 63:12	7th 25:16 122:3
years 5:7 17:9	54:5 59:17	2008 11:1,3	340 30:18,18	8
30:10 32:3	111:16	29:11 32:20	350 15:3 32:8	8 120:8
34:19 35:16,22	10:05 111:21,22	37:4 65:19	3500 105:4	80 17:6 39:8
39:9 56:1,18	10:15 1:14	88:25 91:22	3500-seat 11:11	801 123:21
59:11,17 60:9	111:20 122:10	111:9 114:15	97:23	85 73:13
60:12 65:2	10:16 111:20	115:25	360 73:3	8th 119:7 120:11
66:2,13 85:10	100 29:23	2010 10:12	4	122:5,6
113:3,7	1000-seat 11:8	2011 17:8 19:15	40 34:5	9
you-all 6:16	12 22:24 85:10	21:9 22:3	400 56:24 57:1	9 1:9 67:6
49:19 54:5	12-31-2017	67:14 111:9	5	9-2 64:25
71:15 112:11	123:19	2012 22:9 39:14	5.3 15:2	9-2-1 113:21
young 61:20	12-hour 56:6	39:20,23	50 12:3 20:19,24	9-2-1(15) 21:14
112:7	13 23:25	2013 11:22 24:7	105:3 113:19	921C 98:4
youth 87:19	14 14:20	24:13,25 67:25	500 62:21	9th 1:13 123:6
Z	15 95:25 111:17	2015 1:9,14 41:2	512.472.0880	
Zilker 72:24,24	112:1 113:3	41:14 123:6,14	123:22	
	1500 34:11	21st 115:18		
		227,000 44:8		