Austin

MEMORANDUM

To:	Mayor and City Council
From:	Dr. Eric A. Johnson, Assistant City Manager EAJ
Date:	July 14, 2026
Subject:	**Dog's Head Development – City Council Agenda Items**

The purpose of this memorandum is to provide information on the Dog's Head site, the Developer's plans for the site including upfront investment to pay for public infrastructure, and the decision to pursue a development agreement. Six items related to this development project are scheduled for your consideration on the July 23, 2026 Austin City Council Agenda.

On June 30, 2026, Mayor Kirk Watson, Mayor Pro Tem Chito Vela (D4), and Council Members Mike Siegel (D7) and Jose Velasquez (D3) posted on the Austin City Council message board recommending that staff ensure the City remains "in the black" while implementing the TIRZ, setting aside TIRZ revenue to fund affordable housing and environmental improvements, and sharing resources that should guide development and the TIRZ negotiation including the Colorado River Corridor Plan and an Advocate Toolbox for Tax Increment Financing. City staff also received a variety of questions and comments from the public. In response, City staff prepared the attached Frequently Asked Questions (FAQs) and a TIRZ term sheet.

Summary

- The land commonly known as "Dog's Head" is private property undergoing active reclamation efforts.
- As of 2019, State law no longer allows cities to force annexations. Annexations must be voluntary and initiated by the private property owner.
- Without annexation, the property would have been developed under County regulations, using Austin Water and Austin Energy utilities, and without tax benefit to the City.
- City staff followed all legal requirements to bring the project forward for City Council consideration. The Planning Commission will hold public meetings in September before voting on a regulating plan.

- The Developer will pay the upfront cost to construct public infrastructure such as roads, water/wastewater, electric, and drainage facilities. The Developer will be reimbursed over several years through revenues from a Tax Increment Reinvestment Zone (TIRZ). All funds not included in the City or County's contribution to the TIRZ will go to the respective General Funds.
- July 23 City Council Agenda includes items 14, 15, and 112 related to the TIRZ; items 77 and 78 related to vacating right-of-way on the Dog's Head site; and item 107 annexing contiguous right-of-way between the City and Dog's Head.

Property Information and Future Plans
The land commonly known as "Dog's Head" consists of more than 2,600 acres previously used as a sand and gravel mining site. Dog's Head, which is private property, is undergoing active reclamation efforts and falls predominantly within the Colorado River floodplain, with fewer than five people living on the site. Currently, the site lacks roadways, water/wastewater and electric infrastructure, and drainage facilities, meaning a significant investment is needed to prepare the area for development.

The Developer (Dog's Head JV, Ltd) intends to develop the site into a vibrant mixed-use district with housing, retail, entertainment, a nature trail, and open space. Because the site lacks necessary infrastructure, the cost of public infrastructure will be funded by the Developer and then reimbursed over several years to the Developer through a Tax Increment Reinvestment Zone (TIRZ).

Annexation Process and Requirements
Annexation laws have changed in recent years. When a property is in the City's extraterritorial jurisdiction (ETJ), it is only required to follow some of the City's land use regulations, such as portions of the City's environmental regulations. However, those properties do not contribute to the City's tax base.

Previously, the City could annex property without the owner's consent, impose City taxes, and require compliance with all of the City's development laws. In other words, the City could rezone the property without considering the landowner's proposed development or, with the landowner's agreement, require Planned Unit Development (PUD) zoning.

When the City considers PUD zoning, City staff negotiate land use entitlements that exceed the property's existing zoning. During that process and the public process that follows, the City's Boards and Commissions provide feedback to the City Council. The City Council ultimately decides if PUD zoning should be granted. This process typically includes the property owner agreeing to additional conditions to achieve their ideal development. If the City Council does not grant PUD zoning, the landowner will be subject to their existing zoning. This can happen because the City already has zoning authority over the property.

Per HB 347 of the 86th Texas Legislative Session, cities can no longer force annexations. Before 2019, the City could have annexed Dog's Head through forced annexation and

required the landowner to participate in the PUD zoning process, which would have included review by the appropriate boards and commissions. Annexations must now be voluntary, initiated by the private property owner, and occur only when both parties see a benefit. PUD zoning favors the City while the development agreement addresses the mutual needs and concerns of both parties, which allows for voluntary annexation.

Voluntary Annexation and Development Agreement
Dog's Head was annexed voluntarily. Without annexation, the City would have limited regulatory authority over Dog's Head and could not levy property taxes. Since forced annexation is no longer allowed, the City used a development agreement to define annexation conditions, including land use regulations, infrastructure requirements, and a TIRZ. As part of the agreement, the Developer consented to annexation into the City's taxing jurisdiction, strengthening the City's tax base and benefiting residents over time.

Based on the TIRZ financing plan, the City anticipates the following additional General Fund revenue over the life of the TIRZ:

Fiscal Years	New Revenue to City's General Fund
2027-2036	$6,983,091
2037-2046	$61,226,620
2047-2056	$265,682,893
2057-2061	$237,139,350
TOTAL	**$571,031,954**

More information about the Dog's Head site, the Development Agreement, the proposed Tax Increment Reinvestment Zone (TIRZ), and annexation can be found in the attached Term Sheet and FAQ.

July 23, 2026 City Council Agenda Items
The following items are scheduled for City Council consideration to implement the development agreement:

<u>Tax Increment Reinvestment Zone (TIRZ)</u>

- Item No. 14 authorizes the negotiation and execution of a participation agreement with Travis County for Tax Increment Reinvestment Zone No. 21 (TIRZ No. 21).
- Item No. 15 approves the preliminary project and financing plan for Tax Increment Reinvestment Zone No. 21 (TIRZ No. 21). The plan determines how much of the revenue collected within the zone will be dedicated to public infrastructure. It sets the City and County's contribution rates as follows:
  - City: 75% of both property and sales tax revenue for the first 20 years, and 66% for the remaining 15 years; and
  - County: 50% of property tax revenue for the entire 35 years.
- Item No. 112 is offered as a public hearing where City Council will consider an ordinance creating a Tax Increment Reinvestment Zone No. 21 (TIRZ No. 21) for

Dog's Head, including determining the boundaries of the zone and the participation rate, of the City for the Zone, and appointing the board of directors.

Right of Way Vacation

- Item No. 77 authorizes a right-of-way vacation Hergotz Lane
- Item No. 78 authorizes a right-of-way vacation Edwin Lane

Annexation

- Item No. 107 annexes contiguous and abutting right-of-way between the City and Dog's Head

Should you have any questions or concerns, please contact me at 512-974-2607 or eric.a.johnson@austintexas.gov.

cc: T.C. Broadnax, City Manager
Erika Brady, City Clerk
Jason Hadavi, City Auditor
Mary Jane Grubb, Municipal Court Clerk
Judge Sherry Statman, Municipal Court
CMO Executive Team
Department Directors

Attachments: Dog's Head TIRZ Term Sheet
Dog's Head Frequently Asked Questions

DOG'S HEAD FINANCING AGREEMENT TERMS

Financing Agreement Term Sheet
Dog's Head Tax Increment Reinvestment Zone

Contribution Rates (City and County) and Tax Increment	For the first 20 years of the zone, the City will contribute 75% of its property and sales tax increment. For years 21 through 35 of the zone, the City will contribute 66% of its property and sales tax increment. If the County agrees to contribute to the TIRZ, the City agrees to request that the County contribute 50% of its property tax increment to the tax increment fund. This agreement will be included in a separate County Participation Agreement. The City agrees that the City ad valorem and sales tax contribution rates will not be reduced without Dog's Head's consent. However, after the TIRZ has reimbursed Dog's Head for $1.5 billion in public infrastructure, the City and Dog's Head agree to conduct a review of the remaining infrastructure requirements to determine if the TIRZ contribution rates are still appropriate. Based on that mutual review, the City Council, at the recommendation of the LGC Board (or TIRZ board, if applicable), may amend the project plan to modify the City and County's contributions. For purposes of calculating the tax increment, the City agrees that the amount of the City's tax increment will be calculated utilizing the amount of property taxes levied and assessed for the year on the captured appraised value of real property within the zone, inclusive of taxes attributable to the Austin Transit Partnership. The same calculation method shall be provided for as to the County's tax increment in the County Participation Agreement.
Term	Sooner of (i) termination of the Development Agreement and Conditions to Annexation ("DA"), (ii) 35 years from the date of the first TIRZ bond issuance, unless extended beyond the 35-year term by mutual agreement, or (iii) January 31 of the year following the calendar year in which Dog's Head received reimbursement for project costs attributable to the project plan.
Bonds	*Bonds Secured by Increment Revenues and City Appropriations* The designated LGC will issue tax increment revenue bonds secured by the tax increment revenues, and if allowable by the Texas Attorney General's office to be additionally supported by the City's general appropriation credit, to reimburse Dog's Head when:

	(i) the projected tax increment revenues, less administrative and operating costs of the TIRZ, generate sufficient funds to provide for debt service on any bonds already issued and on the maximum annual debt service of proposed bonds with a coverage factor of not less than 1.00 times using future maximum annual debt service on the bonds and existing bonds and calculated with the following revenues: a. Ad valorem tax increment revenues as calculated by the City for either the most recent actual tax year or based on estimated tax revenues using current year certified taxable values (as certified by Travis Central Appraisal District), and using a 3-year historical average ad valorem collection rate); b. Sales tax increment revenues using the most recent annual historical collections. (ii) Bonds issued under this paragraph will be issued with a debt service reserve fund in accordance with state and federal law, which may be satisfied with either a surety bond or cash accumulated over a 36-month period, and a capitalized interest account (if necessary). A separate stabilization account shall be set aside to assure payment of the bonds, with such stabilization account funded in with each series in the amount of $1.25 million and not to exceed total of $5 million; (iii) The minimum bond size shall be $10,000,000; and (iv) The City's consent is required for all bond issuances, which shall not be unreasonably withheld. Cost of issuance for TIRZ, City and/or County consultants, advisors and attorneys are explicitly eligible items to be reimbursed from bond proceeds. Consultant, advisor, and attorney rates must reflect acceptable market rates. Tax increment revenue bonds issued with City appropriation support will not be issued after the earlier of (1) up to $275 million of bonds under this paragraph have been issued or (2) tax increment bonds can, without City credit enhancement, obtain an "A-category" rating from Moody's or S&P, whether on an underlying basis or with a bond insurance policy. If the City's bond counsel or financial advisor have any reason to believe the Texas Attorney General's office (OAG) might not permit tax increment revenue bonds to be issued with City appropriation support, then OAG pre-clearance will be sought. If such pre-clearance cannot be successfully obtained, the City will provide a subject to appropriation or 380 grant agreement backstop after confirming that the City has the legal authority and financial capacity to implement the backstop. *Bonds Issued as Stand-Alone Tax Increment Revenue Bonds* The designated LGC will issue tax increment revenue bonds, secured solely by the tax increment revenues, to reimburse the Dog's Head developer when:

	(i) the projected tax increment revenues, less administrative and operating costs of the TIRZ, generate sufficient funds to provide for debt service on any bonds already issued and on the maximum annual debt service of proposed bonds with a coverage factor of not less than 1.25 times using future maximum annual debt service on the bonds and existing bonds and calculated with the following revenues: a. Ad valorem tax increment revenues as calculated by the City for either the most recent actual tax year or based on estimated tax revenues using current year certified taxable values (as certified by Travis Central Appraisal District), and using a 3-year historical average ad valorem collection rate); b. Sales tax increment revenues using most recent annual historical collections. (ii) Bonds issued under this paragraph will be issued with a debt service reserve fund funded in accordance with state and federal law and a capitalized interest account (if necessary); (iii) The minimum bond size shall be $10,000,000; and (iv) The City's consent is required for all bond issuances, which shall not be unreasonably withheld. Cost of issuance for TIRZ, City and/or County consultants, advisors and attorneys are explicitly eligible items to be reimbursed from bond proceeds. Consultant, advisor, and attorney rates must reflect acceptable market rates. If bonds cannot be issued due to market conditions, credit factors, changes in law, or other factors, the City and the LGC (or TIRZ board, as applicable) shall provide written notice of the same, including details regarding the impediment to the issuance of bonds, and after LGC approval, Dog's Head may elect for automatic remittance of funds collected and allocated to the tax increment fund to the full extent of any outstanding reimbursable costs, on an annual basis, after all obligations under "Priority of Reimbursements" have been satisfied, and at the time of the approval of any reimbursable costs associated with any completed Public Improvement constructed by Dog's Head.
<u>No Tax Abatements; Agreement with County</u>	The City agrees not to offer tax abatements, whether pursuant to Tax Code Section 311.0125 or otherwise, within the TIRZ boundaries without Dog's Head's written consent. This limitation does not apply to projects that will satisfy the second 10% of affordable units and which are owned by the City of Austin or by a City of Austin local government corporation, housing finance corporation, or other statutorily authorized and City-sponsored entity as each may be created in collaboration with Dog's Head. Additionally, the City agrees that the County Participation Agreement will include a term providing that the County shall not offer tax abatements within the TIRZ boundaries that impact its TIRZ contribution without Dog's Head's written consent.

Reimbursement	Subject to available TIRZ fund revenues, the City and the LGC agree to reimburse Dog's Head for Public Improvements constructed by Dog's Head and included in the project plan followed by the mutual review upon $1.5 billion in reimbursement. Reimbursement shall be solely from the tax increment fund attributable to the Dog's Head Property (including sales taxes referenced below) or from the proceeds of bonds issued by the City or LGC. The City agrees that costs incurred by Dog's Head for Public Improvements prior to the creation of the TIRZ or prior to entering into the Financing Agreement are reimbursable project costs and are included in the project and financing plan. The developer acknowledges that any costs ineligible for tax-exempt bond financing will be reimbursed solely from pay-as-you-go increment revenues, to the extent such revenues are available.
Timing of Reimbursements	Subject to the bond provisions and Priority of Reimbursements below, once annually upon the deposit of the tax increment into the tax increment fund, the City and/or the LGC shall apply the funds to costs of Public Improvements approved for reimbursement, up to the maximum amount provided for in the Project Plan. The Development Financing Agreement will provide for monetary and injunctive remedies available to Dog's Head upon any failure to make reimbursement payments from already collected increment revenues.
Priority of Reimbursements	At least annually and within 120 days of the legal due date for property taxes of January 31 of each year, the tax increment fund will make cash reimbursement payments to Dog's Head and will prioritize such reimbursement payments in the following order: (i) Debt service payments on bonds secured by TIRZ revenues; (ii) TIRZ administrative and operating expenses (as budgeted and approved by the LGC, TIRZ board if applicable, and City each year); (iii) Replenishment of debt service reserve funds and/or revenue stabilization funds, if drawn down in the preceding increment year; (iv) Cash reimbursements to Dog's Head of any amounts remaining after allowing for items (i)-(ii) above, conditioned upon maintenance of a minimum tax increment fund balance equal to at least 180 days of the budgeted year's TIRZ administrative and operating expenses, at all times.
TIRZ Boundaries	The City agrees not to amend the boundaries of the TIRZ to expand or reduce the TIRZ boundaries beyond or to a lesser extent than the Dog's Head Property, without Dog's Head's consent.

Public Improvements	Dog's Head will be authorized by each of the LGC (or TIRZ board, as applicable) and the City to plan, design, acquire, install, and construct the Public Improvements described in the Project Plan.
Public Improvements to be conveyed to City	Upon final completion of each applicable Public Improvement, Dog's Head will convey to the City all Public Improvements designated in the Project Plan to be owned by the City free and clear of all liens.
Design	Dog's Head will provide all plans and specifications for the Public Improvements to the LGC (or TIRZ board, as applicable) and to the City, with ultimate approval authority resting with the City Manager (or applicable City executive), or his or her designee, prior to construction. The City and Dog's Head agree that design of all Public Improvements will account for efficient long-term operating and maintenance costs to the extent that it does not otherwise significantly increase initial design and construction costs.
Competitive bidding	Dog's Head will advertise for and award each construction contract in accordance with procedures required by State law.
Easements & rights-of-way	Dog's Head will dedicate or convey or cause to be dedicated or conveyed to the City all easements and rights-of-way over the Dog's Head Property required to construct, install, operate and maintain Public Improvements constructed or installed by Dog's Head.
Land acquisition costs; additional	The cost of land only for Regional Stormwater System and related improvements will be a cost eligible for reimbursement under the TIRZ, with the value set by a 3rd party appraiser.
Maintenance bond	Dog's Head will provide a one-year maintenance bond for any Public Improvement at the time of conveyance to the City or, with respect to Public Improvements retained by Dog's Head, at the time of conveyance of any applicable easement for public use to the City.
Performance bonds	Dog's Head will require its contractors to furnish performance bonds and a payment bond in amounts of each construction contract in form and to the effect required by Section 2253.001 *et seq*. Texas Government Code, or as otherwise required by the City.
Permitting	Dog's Head will obtain and maintain or cause to be obtained and maintained all licenses, permits and other governmental approvals and consents required by federal, state and local law for the construction of the Public Improvements performed by Dog's Head.
Accounting and approval of costs	Dog's Head will provide to the City's and/or LGC's auditor an accounting of all costs of each Public Improvement paid or incurred by Dog's Head together with invoices or such other documentation as the auditor may reasonably request, and the City and

	TIRZ Board shall then approve or dispute the costs for reimbursement. If disputed, the City and LGC will allow Dog's Head a reasonable opportunity to establish its right to reimbursement, the mechanism for which will be outlined in detail in the final Development Financing Agreement. Upon completion of any Public Improvement, Dog's Head will provide to the City and the LGC (or TIRZ board, as applicable) an accounting of (i) all costs of Public Improvements approved for reimbursement and not yet reimbursed to Dog's Head, (ii) all other costs of Public Improvements to be reimbursed under this agreement incurred but not yet approved for reimbursement and (iii) an estimate of all costs to be incurred by Dog's Head for Public Improvements for the completion of all Public Improvements included in the Project Plan.
TIF Accounting	City agrees to provide regular and complete disclosures regarding the tax increment fund balance, collections, and expenditures annually, or more frequently if requested by Dog's Head or an entity designated by Dog's Head. Annually, the City agrees to provide Dog's Head with a written accounting, including any applicable audits, of (i) tax increment revenues collected during the prior year, (ii) amounts deposited into the tax increment fund, and (iii) all tax increment fund expenditures. The tax increment fund will be included in an annual independent audit of the LGC (or City and TIRZ board, as applicable), copies of which shall be provided to Dog's Head.
Tax Increment Fund; retainage for Dog's Head	The City and the LGC will all retain amounts in the tax increment fund for the benefit of and to reimburse Dog's Head on a project-by-project basis until all costs to be incurred by Dog's Head for all Public Improvements provided for in the Project Plan, as may be amended, are reimbursed, except that the tax increment fund may be used to pay the administrative and operating expenses of the TIRZ, including debt service payments on bonds issued from time to time by the LGC in accordance with the City's budget. Tax increment funds shall not be utilized for the reimbursement of another developer prior to the reimbursement to Dog's Head of all eligible costs incurred or to be incurred according to the Project Plan, as may be amended. The City and the LGC may not assign or pledge tax increment funds except for the issuance of bonds pursuant to this Agreement.
Insurance	Dog's Head will maintain insurance coverage until construction of all Public Improvements is complete or otherwise abandoned and shall require all contractors engaged by Dog's Head for work for the Public Improvements to maintain insurance coverage, in each case primary and excess, and for "claims made," for two years thereafter, in customary amounts negotiated prior to execution of this agreement.

Indemnities	Dog's Head will provide an indemnity to the City for claims arising out of the agreement for Dog's Head's gross negligence and intentional acts and omissions, but such indemnity will be limited to $1,000,000 per occurrence.
Amendment of Project Plan	Except for certain reasons of default (as may be provided in the Financing Agreement), the City independently agrees, and the LGC (or TIRZ board, as applicable) agrees that the TIRZ project and financing plan may not be subsequently amended to reduce Dog's Head's reimbursable project costs unless approved by the LGC Board, the Council, and Dog's Head. Dog's Head independently agrees that a failure to comply with the affordable unit requirement is a default that, as a last resort, authorizes Council to reduce Dog's Head's reimbursable project costs without Dog's Head's consent. Before Council can exercise this authority, all other means to achieve compliance must be exhausted.
Termination	The Financing Agreement may not be terminated except by written agreement of each of the City and Dog's Head, except in the event of automatic termination due to the termination of the DA or by the expiration of its Term. Any eligible reimbursable costs (see Exhibit A) incurred by Dog's Head at the time of termination shall be payable by City and the LGC (or TIRZ board, as applicable) but will be limited to only funding generated by the TIRZ, and the agreement survives termination with respect to such incurred costs.
Conflicts; DA	In all cases where the terms of the Financing Agreement may be interpreted to conflict with the terms of the DA, the terms of the DA control unless superseded by State Law.

DOG'S HEAD DEVELOPMENT AGREEMENT AND ANNEXATION FREQUENTLY ASKED QUESTIONS

Updated 7/14/2026

This FAQ answers common questions about the Development Agreement, explains what annexation means for the development, and provides information about the City's future consideration of a future Tax Increment Reinvestment Zone ("TIRZ") to help fund eligible public infrastructure improvements.

TAX INCREMENT REINVESTMENT ZONE (See Article II in Development Agreement)

1. **What is a TIRZ, and how does it work?**

   A Tax Increment Reinvestment Zone (TIRZ) is a financing mechanism that can be used to fund public improvements. It does not create new taxes. Instead, it reinvests a portion of future property tax revenue generated within the TIRZ to pay for public improvements within the TIRZ.

   If the City Council creates a TIRZ for the Dog's Head property, the City will use the TIRZ to reimburse the Developer to construct public infrastructure that will become City assets. The Developer will only be able to be reimbursed if the property and sales tax generated in the TIRZ is sufficient to cover those costs.

2. **Will the TIRZ include the Austin Transit Project (ATP) portion of the tax rate?**

   Yes, the City's full rate, including the ATP sub-rate, is being captured in the TIRZ.

3. **What benefits would Travis County receive if the County decides to participate in this TIRZ?**

   Participation in this TIRZ would allow Travis County to reinvest in infrastructure and public improvements that directly benefit the area. These improvements would include drainage and floodplain improvements for nearby Carson Creek and regional transportation connections, which would not be possible without the TIRZ. Lastly, the increased property taxes generated by a mixed-use development can provide benefits that serve all of Travis County.

4. **Does Dog's Head meet the state law standard to create a TIRZ?**

   Yes, the Property suffers from inadequate infrastructure (streets and public utilities) and other factors, and – due to its size, location, and physical characteristics – development will not effectively occur solely through private investment in the

foreseeable future. Portions of the Property substantially impair and arrest the sound growth of the City because it is predominantly unproductive or underdeveloped due to factors such as the lack and aging of public infrastructure and the need for economic incentive to attract development to the Zone to provide long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements and other projects are financed as contemplated by the Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring quality development to the city.

5. **What is the total projected cost of required infrastructure for Dog's Head? How much will be reimbursed via City and County TIRZ participation, and how much will be left for the Developer to fund privately?**

   The Preliminary Project and Financing Plan for Dog's Head indicates a total projected infrastructure cost (over the 35-year duration) of over $5 billion, including roads, utilities, bridges, and other public infrastructure.

   Projected reimbursement from the City and County TIRZ is projected to be $1.5 to $1.6 billion, net of bond interest and issuance costs. The balance ($3.4 billion to $3.5 billion) is at the Developer's risk since reimbursement only occurs if the tax revenue supports the bonds.

6. **How does a TIRZ benefit Austin taxpayers?**

   In this situation, a TIRZ shifts both the cost and the risk off the City's books. If the City built the infrastructure directly, it would have to borrow against general revenue and compete with other citywide priorities, with existing taxpayers carrying the cost. In this situation, the Developer will pay the upfront construction cost and is repaid only from the new tax revenue the redevelopment itself produces above today's base. If the project underperforms and that revenue does not materialize, the City has paid nothing and existing taxpayers are not on the hook.

7. **What is the current Travis County Appraisal District property valuation of the 2,600 acre Dog's Head value in 2026?**

   The current net TCAD value across the 2,614 acres annexed in June 2026 is approximately $17 million.

8. **What is the term of the TIRZ?**

   The term of the TIRZ is 35 years.

9. **What can the TIRZ reimbursement be used for?**

The TIRZ revenues can only be used to reimburse expenses related to designing and constructing public infrastructure, including roads, drainage, utilities, and water quality controls. These costs will be outlined in the Project & Financing Plan for the TIRZ.

LAND DEVELOPMENT STANDARDS (See Article III in Development Agreement)

1. **What development regulations will apply to the property?**

   Development on the property is required to comply with the City's Land Development Code (as it existed on May 21, 2026) except as modified by the Development Agreement.

2. **What types of uses can be developed on Dog's Head?**

   Residential, commercial, civic, and industrial uses are allowed. A full list of allowed uses is included in Exhibit B of the Development Agreement.

3. **Where can those uses be developed on Dog's Head?**

   Except for certain types of uses, the Development Agreement does not limit where uses can be developed. Spacing requirements are included in Section 3.14.

4. **What are the site development standards for each type of use?**

   Section 3.07 and Exhibit C of the Development Agreement establish these standards.

5. **How does the Developer anticipate developing Dog's Head?**

   Under a scenario that leans more towards commercial uses, the project could result in as many as 5,000+ residential units and 17+ million square feet of commercial (retail, office, industrial, hotel).

   Under a scenario that leans more towards residential uses, the project could result in as many as 12,000+ residential units and 8+ million square feet of commercial (retail, office, industrial, hotel).

6. **Can you explain the 20% affordable housing component in the Development Agreement?**

The 20% affordable housing component is a requirement of the current City of Austin TIRZ policy**.**

Under the Development Agreement, a total of 20% of the residential units will be income restricted for 40 years. Of those units, the Developer will provide 10% of residential units as income-restricted, and the remaining 10% will be provided through public-private partnerships, grants, or other methods with the City.

7. **Why won't the Developer prohibit data centers as a permitted use on this property?**

   The Developer is not pursuing large-scale data centers as prospective users. These facilities require a significant amount of power, typically 75 or more megawatts, and trigger an evaluation by ERCOT. Prohibiting all data centers would eliminate smaller-scale and less intense data centers that already operate within the City. This includes a variety of office, industrial, or other commercial activities.

8. **Why will the City adopt a regulating plan?**

   The development agreement established the applicable land development regulations for the Property. A regulating plan is a mini-Land Development Code for a specific area of the City. In this situation, a regulating plan allows for consistency with the Development Agreement.

9. **Why is hunting allowed inside City limits at Dog's Head?**

   The joint venture partners who have owned the property for over 100 years will retain hunting rights for a defined 400-acre area of Dog's Head Property that is currently under reclamation. Any hunting will be limited to Dog's Head Land JV, Ltd and its authorized individuals & partners. Once the Colorado River trail connects to the 400-acre area, then all hunting activities will end, and no firearm activity may occur after such date.

PARKLAND (See Article IV of Development Agreement)

1. **What would the parkland dedication requirements be without the Development Agreement?**

   Parkland dedication is not required (and cannot be required) unless a developer constructs a residential or hotel/motel use. State law limits how much a city can require for parkland dedication to 10% of the gross site area.

   In the Development Agreement, the Developer is establishing a publicly accessible Colorado River Trail and a minimum of 266 acres of publicly accessible open space.

DRAINAGE AND ENVIRONMENTAL PROTECTION (See Article V in Development Agreement)

1. **How will water quality from development of Dog's Head Property be managed?**

   All development within Dog's Head must meet the City of Austin's water quality treatment requirements in effect as of May 21, 2026. Compliance with stormwater quality requirements will be managed through stormwater control facilities that must demonstrate compliance with applicable City of Austin Environmental Criteria Standards (ECM). The Development Agreement will allow the utilization of the onsite mining ponds if the applicant demonstrates compliance with applicable ECM standards.

2. **Are there federal wetlands on Dog's Head Property?**

   There are no federal wetlands on the property. This is based on a jurisdictional determination approved by the U.S. Army Corps of Engineers.

3. **How will the Developer treat runoff from the development of Dog's Head?**

   Any runoff from the development will be treated to remove pollutants in accordance with applicable City of Austin water quality standards.

4. **Will there be development on the banks of the Colorado River?**

   The banks of the Colorado River are part of the 200-foot critical water quality zone. Development within the critical water quality zone is limited. Section 5.08 of the Development Agreement provides more information on the type of development allowed in this buffer area, including nature trails, public access points to the river, regional stormwater outfalls, and clearing of invasive species along the river, as well as the conditions that the development must meet.

5. **Does Dog's Head fall within the Carson Creek watershed?**

   A small portion of Dog's Head is within the Carson Creek watershed. However, if additional land is added to Dog's Head Property, then critical water quality zones for Carson Creek will apply.

   Additionally, this development will trigger the need to upgrade existing portions of Patton Avenue and Dalton Lane. These upgrades include new stormwater infrastructure and floodplain modification that may remove portions of these roadways from the 100-year floodplain. Any proposed road improvements will improve these existing roadways without creating an adverse impact to the Carson Creek floodplain and may actually improve the Carson Creek floodplain.

6. **How does the development of Dog's Head Property comply with the vision outlined in the Colorado River Corridor Plan?**

   The Colorado River Corridor Plan was prepared jointly by Travis County, the City of Austin, and the Lower Colorado River Authority to provide for orderly growth in the corridor while preserving its environmental, economic, recreational, and cultural resources. Its objectives include floodplain and natural-area preservation, parks, open space and greenways, biodiversity protection, and the long-term reclamation of former mining sites.

   Dog's Head Property is a former sand-and-gravel mine now under reclamation. The Development Agreement directly advances the Colorado River Corridor Plan's objectives.

   The full build-out of the Dog's Head Property is expected to provide:

   - Roughly 16 acres of publicly accessible Colorado River trail,
   - A minimum of 266 acres of permanent publicly accessible open space,
   - A protected buffer/greenway along the river, and
   - A regional stormwater system that will allow for a natural-state restoration of the major drainage channels.

7. **Who will oversee the environmental aspects of Dog's Head Property during development?**

   All development occurring on Dog's Head Property is subject to City review, including environmental review and inspections. All development must comply with the City's existing environmental regulations except where the Development Agreement specifically modifies them. The City has established a dedicated Dog's Head permit-review team and a long-range planning team to handle review for the entire site. The Texas Commission on Environmental Quality has jurisdictional authority over mining activities.

8. **Are there existing Heritage Trees on Dog's Head Property?**

   Yes, there are existing trees primarily within the 200-foot Critical Water Quality Zone along the Colorado River. A tree survey is required in the Critical Water Quality Zone.

9. **Is there a plan to plant trees on Dog's Head Property?**

   Yes. Establishment of the major drainage channels expressly includes native seeding and planting, and any development within the Critical Water Quality Zone along the river must be revegetated and restored.

10. **What are the plans for protection of the shoreline, including erosion control?**

    The Development Agreement establishes a 200-foot Critical Water Quality Zone along the Colorado River where development is extremely limited. Where the bank is actively eroding, the Development Agreement authorizes slope stabilization with required protective works. Finally, the proposed regional stormwater system will design controlled outfalls and bank-stabilization measures. Concentrating a majority of the stormwater conveyance of Dog's Head Property into a regional system with limited outfalls will reduce the erosion risk of the shoreline.

11. **Is Dog's Head subject to Atlas 14?**

    Atlas 14 does not apply to the Colorado River floodplain due to the controlled release of water by the Mansfield Dam.

12. **Is this an active reclamation site, and what does that mean?**

    Yes, Dog's Head is an active reclamation site. That means it is being reclaimed and repaired from its prior condition as a mining/quarry site.

13. **How is reclamation accomplished?**

    Reclamation is accomplished through a combination of bringing in fill (e.g. dirt, sand, gravel, crushed rock, etc) and regrading the existing site.

14. **What impact does the reclamation have on other property owners?**

    Ongoing reclamation activities will not have any impacts to the Colorado River floodplain or to other property owners.

15. **Why is there no cut-and-fill variance for this property?**

    Cut and fill limits did not apply to the mining activities that occurred onsite for decades. Historical and permitted mining activities created slopes and excavation exceeding 30 feet. Cut and fill exceeding four feet is necessary to reclaim the site from the property's previous mining activities and enable development to occur.

The Development Agreement notes that cut and fill restrictions would not apply except in limited circumstances in the CWQZ.

16. **What was mined on this site?**

    Sand, gravel and sandy loam soil has been mined on the site for many decades.

ROADWAYS, DRIVEWAYS, AND SIDEWALKS (See Article VI in Development Agreement)

1. **How is the City accounting for future transportation needs in Dog's Head?**

   The Austin Strategic Mobility Plan (ASMP) is the City's long-range transportation plan that guides how the City will manage growth and improve mobility.

   An amendment to the ASMP will evaluate the area's future transportation needs. This ensures that planned roadways and regional mobility improvements can be evaluated and coordinated as the community grows, helping create a multimodal transportation network that supports future growth while improving connectivity for residents, businesses, and the surrounding area.

ADDITIONAL QUESTIONS.

1. **Is the Texas Fatmucket mussel, an endangered species, present in this stretch of the Colorado River?**

   No, the Texas Fatmucket has not been documented within this stretch of the Colorado River within recent decades.

2. **What actions will be taken to enhance birding and bird watching?**

   The Developer is discussing options to protect birding habitat with appropriate experts.