

721A Anderson Street
McKinney, Texas 75069
214-704-5039

May 13th, 2021

To City of McKinney Planning Department:

The purpose of this letter is to confirm that we fully understand of the City of McKinney noise ordinance and will abide by this ordinance. Ordinance stated as follows:

Noise Ordinance: sec 70-120

The using, operating, or permitting to be played, used, or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound within a quiet zone in such a manner as to cause a noise disturbance.

Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of

11:30 p.m. and 7:00 a.m., Friday and Saturday.

Performance standards: sec 146-134

1- Noise

a. At no point at the bounding property line of a residential use shall the sound pressure level of any operation or activity exceed 65 dB(A) for daytime hours and 58 dB(A) at nighttime. At no point at the bounding property line of a non-residential use shall the sound pressure level of any operation or activity exceed 70 dB(A) for daytime hours and 60 dB(A) at nighttime.

b. Daytime hours. Daytime shall refer to the hours between 6:00 a.m. and 9:00 p.m. on any given day.

c. Boundary property line. The bounding property line shall be the nearest property line of the property on which the noise is being generated.

d. Noise measurement. Measurement of noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute.

Exemptions. The following uses and activities shall be exempt from the noise level regulations herein specified:

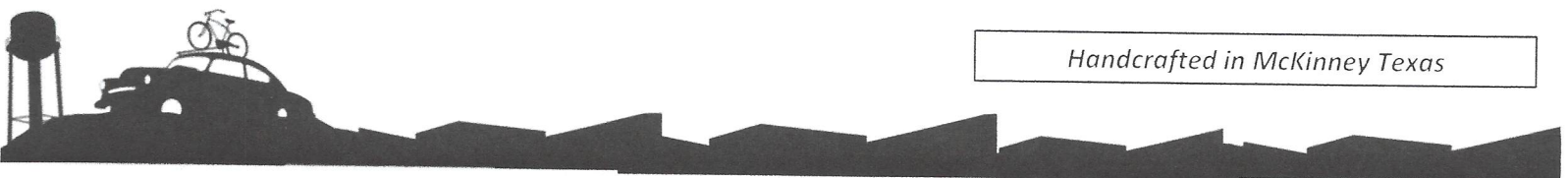
Noises not directly under control of the property user;

Noises emanating from construction and maintenance activities during daytime hours;

Noises of safety signals, warning devices, and emergency pressure relief valves;

Transient noise of moving sources such as automobiles, trucks, airplanes, and railroads;

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Noises necessary to immediately and reasonably prevent the threat of bodily injury, death, or loss of property;

Noises produced by lawfully scheduled events in full compliance with all issued permits including, but not limited to:

A stadium or sporting event;

A school-sponsored event;

An amphitheater event;

An event, fun run, race, festival, fiesta, or concert that was sponsored or co-sponsored by the city; and

A special event as defined by the Code of Ordinances.

Reasonable activities conducted in public parks, public playgrounds, or public or private school functions; and

Noises produced as part of the provision of municipal services.

We worked with our architect, Conduit Architecture Design, to design the structure of the amusement space to comply with the noise ordinance. This includes positioning the large brewery building between the stage and the residential homes - acting as a sound barrier. We have also contracted with a sound consultant, Michael Clay Productions, who has specified equipment that focuses the sound to the immediate area where people will be gathered, avoiding spillover sound to surrounding residential areas. We will constantly monitor sound levels to determine the volume that is required to keep us in compliance with the ordinance. TUPPS will be working closely with the City of McKinney to hold events that serve the residence of the City. We are contractually bound to team with the City for up to 10 multi day events. This could include key McKinney events such as October Fest and Arts and Bloom. Specific lease terms inserted below.

In addition, TUPPS will have outdoor music on key high traffic days focusing on Friday (6pm-10pm) and Saturday from 1:00pm to 10:00pm.

We are planning to expand our outdoor events in the future with a larger performance stage. This stage is being designed but will be built at a later date. For that stage we would apply for a new SUP that would cover this expansion.

Thank you for considering this Special Use Permit. If you have any questions, please don't hesitate to contact me.

Cheers,

Keith Lewis
TUPPS Brewery
Owner, President, and CEO

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(b) (i) Tenant and Landlord acknowledge that the Facility and is primarily intended to serve residents of the City of McKinney and the McKinney region. Tenant and Landlord shall submit to each other, no later than November 30 of each year, a schedule of all major, scheduled events proposed to be held within the outdoor areas on the Land during the succeeding calendar year. Tenant acknowledges and agrees that although the Land and Facility represent its primary place of business, that Landlord shall be able to plan and hold events at the Land and the Facility, in furtherance of the public good and purposes. Specifically, each calendar year during the Term, Landlord shall be entitled to exclusive use of the private event space and outdoor public space at the Facility for up to ten (10) multi-day events (not to exceed four (4) days each), without charge for space rental fees/charges in each instance. Landlord's use of the Facility shall not interfere with the ordinary day-to-day production and taproom operations of the Tenant. Although Landlord's use of the Facility shall not incur any space rental fees/charges, Tenant may nevertheless charge customary charges for food, drinks, beer and alcohol consumed at such events.

(ii) Tenant and Landlord agree to work together to agree upon a schedule of events for the succeeding calendar year, based upon the submissions due from each other by no later than November 30 of each year, balancing the needs and demands of each party and attempting to resolve any scheduling conflicts or disputes in a manner mutually agreeable to each of Tenant and Landlord. If the parties are unable to reach mutual approval of a schedule for the succeeding calendar year, then they each agree to resolve any remaining scheduling conflict by expressing their respective positions with the Landlord's board of directors in an in-person meeting, with the board's decision being binding.