



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, February 16, 2021 at 6:00 PM

VIDEOCONFERENCE MEETING

This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at acunningham@cityofdrippingsprings.com no later than 3:00 PM on the day the meeting will be held.

The City Council respectfully requests that all microphones and webcams be disabled unless you are a member of the City Council or Board of Adjustment. City staff, consultants and presenters please enable your microphone and webcam when presenting to the City Council or Board of Adjustment.

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/88964029368?pwd=dIVuQXNTTjQ4NVFRSlIKYWFERGU2QT09>

Meeting ID: 889 6402 9368

Passcode: 819886

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/88964029368>

Join by Skype for Business: <https://us02web.zoom.us/skype/88964029368>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Vacant

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
Finance Director Shawn Cox
Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
Parks & Community Services Director Kelly Schmidt
TIRZ Project Manager Keenan Smith

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PROCLAMATIONS & PRESENTATIONS

- 1. Approval of a Proclamation proclaiming February 22, 2021 as "President George Washington's Birthday" in the City of Dripping Springs. Sponsor: Mayor Foulds, Jr.**

CONSENT AGENDA

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

- 2. Approval of the January 12, 2021 and January 19, 2021 City Council regular meeting minutes.**
- 3. Approval of a Resolution Adopting a Downtown Mercer Street Banner Policy. Sponsor: Mayor Pro Tem Taline Manassian.**

- 4. Approval of an Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the Music Friendly Community Program with the Texas Office of the Governor. *Sponsor: Mayor Pro Tem Taline Manassian.***

BUSINESS AGENDA

- 5. Public hearing and consideration of approval of 2021-1106 Get Along Grill Sign Variance Request to Allow a Wall Sign to Exceed the Maximum Height and Lines of Text Allowed by the Planned Development District No. 2 Sign Regulations, located at 333 Highway 290, Suite 437, Dripping Springs, Texas, 78620. *Applicant: Lindsey Sitton, Aetna Sign Group.***
 - a) Presentation
 - b) Sign Administrator's Report
 - c) Public Hearing
 - d) Variance Request
- 6. Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas Amending the Current 2020-2021 Fiscal Year Budget.**
- 7. Discuss and consider the appointment of an individual to an unexpired term for Dripping Springs Council Member Place 3.**
- 8. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and TJKM for Grant Services related to the Old Fitzhugh Road Project. *Sponsor: Mayor Pro Tem Manassian***
- 9. Presentation and consideration of approval of the City of Dripping Springs Fiscal Year 2019-2020 Audit. *Don Allman, CPA, PC***
- 10. Discuss and consider approval of a Resolution approving the Notice of Transfer and capacity of assignee of the Westwood Amended and Restated Development Agreement, Westwood Public Improvement District Finance Agreement, and Westwood Utility Agreement from Scenic Land Holdings, LLC to Capital Land Investments 2, LP. *Applicant Scenic Land Holdings, LLC***

EXECUTIVE SESSION AGENDA

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

- 11. Consultation with City Attorney regarding legal issues related to the Development Agreements, Municipal Utility Districts, and Density of Development on current projects including Cynosure/Wild Ridge. *Consultation with Attorney, 551.071***

- 12.** Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders. *Consultation with City Attorney, 551.071*
- 13.** Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 14.** Consultation with City Attorney on legal matters related to employment and deliberation regarding Personnel Matters related to the appointment, employment, evaluation, reassignment, duties, and discipline related to the building permit technician and code enforcement inspector. *551.071 Consultation with Attorney; 551.074 Deliberation regarding Personnel Matters*
- 15.** Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues. *Consultation with City Attorney, 551.071*

UPCOMING MEETINGS

City Council Meetings

March 9, 2021 at 6:00 p.m.
 March 16, 2021 at 6:00 p.m.
 April 13, 2021 at 6:00 p.m.
 April 20, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

February 18, 2021 Farmers Market Association Board at 10:00 a.m.
 February 18, 2021 Emergency Management Commission at 12:00 p.m.
 February 22, 2021 Transportation Committee at 3:30 p.m.
 February 23, 2021 Planning & Zoning Commission at 6:30 p.m.
 February 24, 2021 Economic Development Committee at 4:00 p.m.
 March 1, 2021 Parks & Recreation Commission at 6:00 p.m.
 March 3, 2021 DSRP Board at 12:00 p.m.
 March 4, 2021 Historic Preservation Commission at 4:00 p.m.
 March 8, 2021 TIRZ No. 1 & No. 2 Board at 4:00 p.m.
 March 8, 2021 Founders Day Commission at 6:30 p.m.
 March 10, 2021 Utility Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

Due to the Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be

gathered in one place, and this meeting will be conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **February 12, 2021 at 3:30 p.m.***

City Secretary

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



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING FEBRUARY 22, 2021 AS**

“President George Washington Day”

WHEREAS, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the William Hightower Chapter of the Sons of the American Revolution (and the local DAR chapter if a co-sponsor) wishes (or wish) to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Monday, February 22, 2021

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

1. February 22, 2021 be proclaimed “President George Washington Day” in the City of Dripping Springs.
2. And that he City Council calls upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today’s complex world.

Bill Foulds, Jr., Mayor



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 19, 2021 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/86715238174?pwd=Z1ZKdTNNLzloSmcxb2kzViszczZZdz09>

Meeting ID: 867 1523 8174

Passcode: 237984

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/u/keauaYAfLm>

Join by Skype for Business: <https://us02web.zoom.us/skype/86715238174>

CALL TO ORDER AND ROLL CALL

City Council Members present were:

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Treasurer Gina Gillis

Finance Director Shawn Cox

City Secretary Andrea Cunningham

Senior Planner Amanda Padilla

Parks & Community Services Director Kelly Schmidt

Events & Programs Coordinator Maggie Peterson

Communications Director Lisa Sullivan

TIRZ Project Manager Keenan Smith
 Founders Day Commission Chair Brenda Medcalf
 Founders Day Commission Vice Chair Jake Adams

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:23 p.m.

PLEDGE OF ALLEGIANCE

Council Member Purcell led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

Mayor Foulds, Jr. announced that he will hold a public hearing for Agenda Item 7.

Rosie Roegner spoke regarding the Equestrian Trails at the Dripping Springs Ranch Park.

Gayna Smith spoke regarding Equestrian Trails and Mountain Bikers at the Dripping Springs Ranch Park.

Heather Hughes spoke regarding Equestrian Trails and Mountain Bikers at the Dripping Springs Ranch Park.

CONSENT AGENDA

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

At the request of Council Member Purcell, the City Council considered Consent Agenda Items 1 and 2 separately.

- 1. Approval of Resolution Designating the Mayor, Mayor Pro Tem, and Certain City Staff as Authorized Signatories regarding Financial and Budgetary Procedures.** *Sponsor: Mayor Foulds, Jr.*

A motion was made by Council Member Purcell to approve Resolution Designating the Mayor, Mayor Pro Tem, and Certain City Staff as Authorized Signatories regarding Financial and Budgetary Procedures. Council Member Crow seconded the motion which carried unanimously 4 to 0 to 1, with Mayor Pro Tem Manassian abstained.

Filed as Resolution No. 2021-R03

- 2. Approval of an extension to the Canyon Creek Grounds Maintenance Agreement to align with the City fiscal year.** *Sponsor: Council Member King*

A motion was made by Council Member King to approve an extension to the Canyon Creek Grounds Maintenance Agreement to align with the City fiscal year. Council Member Purcell seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

- 3. Discuss and consider approval of a recommendation from the Founders Day Commission to cancel the 2021 Founders Day Festival.** *Sponsor: Mayor Pro Tem Manassian*

Brenda Medcalf and Jake Adams presented the item, and a statement from the Founders Day Commission is on file. The Founders Day Commission is recommending that the 2021 Founders Day Festival be cancelled.

A motion was made by Council Member King to approve the Founders Day Commission recommendation to cancel the 2021 Founders Day Festival. Council Member Purcell seconded the motion which carried 4 to 1, with Council Member Crow opposed.

- 4. Discuss and consider selection of grant services for the Old Fitzhugh Road Project.** *Sponsor: Mayor Pro Tem Manassian*

Keenan Smith presented the staff report which is on file. Staff and the TIRZ No. 1 & No. 2 Board recommend the selection of TJKM for Grant Writing services related to the Old Fitzhugh Road Project.

A motion was made by Council Member Purcell to approve the selection of TJKM for Grant Writing services related to the Old Fitzhugh Road Project, and to authorize staff to negotiate the service agreement. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

- 5. Discuss and consider approval of Proposed Covid-19 Precautions Plan for Parks and Community Services Summer 2021 Programs and Pool Operations.** *Sponsor: Council Member King*

Kelly Schmidt presented the staff report which his on file. Staff recommends approval of the plan.

A motion was made by Council Member Purcell to approve the proposed Covid-19 Precautions Plan for Parks and Community Services Summer 2021 Programs and Pool Operations. Council Member King seconded the motion which carried unanimously 5 to 0.

- 6. Discuss and consider approval of the creation of a Parks & Community Services Programs & Aquatics Manager position and its job description.** *Sponsor: Council Member King*

Kelly Smith presented the staff report which is on file. Staff recommends approval the creation of the job position and description.

A motion was made by Council Member Harris-Allison to approve the creation of a Parks & Community Services Programs & Aquatics Manager position and its job description. Council Member King seconded the motion which carried unanimously 5 to 0.

- 7. Discuss and consider approval of an Ordinance Amending Section 17.5 (a) – Outdoor Only Daily Use Permit of the City of Dripping Springs Fee Schedule, removing Mountain Bikers.** *Sponsor: Mayor Pro Tem Manassian*

Mayor Pro Tem Manassian presented the item. Kelly Smith presented the staff report which is on file.

Mayor Foulds opened the Public Hearing.

Lauren Marsan and David Dougals spoke in favor of the removal of the fee for Mountain Bikers.

Kathy Boylan spoke in favor of keeping the fee for Mountain Bikers.

No action was taken on this item. The City Council directed staff to review and clarify fees associated with Mountain Bikers are the Dripping Springs Ranch Park.

- 8. Discuss and consider approval of an Ordinance Amending the Dripping Springs Fee Schedule for fees related to the Dripping Springs Farmers Market.** *Sponsor: Mayor Pro Tem Manassian*

Kelly Smith presented the staff report which is on file. Staff recommends approval of the fee amendments.

A motion was made by Council Member Purcell to approve an Ordinance Amending the Dripping Springs Fee Schedule for fees related to the Dripping Springs Farmers Market. Council Member King seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-06

- 9. Discuss and consider an Amendment to Task Order No. 1 and Task Order No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR**

Engineering, and related to Real Estate Project Management for the East and West Interceptor. *Sponsor: Mayor Bill Foulds, Jr.*

Ginger Faught presented the staff report which is on file. Staff recommends approval fo the amendments to Task Order No. 1 and Task Order No. 2.

A motion was made by Mayor Pro Tem Manassian to approve Amendment to Task Order No. 1 and Task Order No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering, and related to Real Estate Project Management for the East and West Interceptor. Council Member King seconded the motion which carried unanimously 5 to 0.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 10, 12 and 13. Council Member Crow seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

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

- 10. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 11. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 12. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 13. Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, Municipal Utility Districts, Easements, and Density of Development.** *Consultation with Attorney, 551.071*

The City Council met in Executive Session from 8:03 p.m. to 8:38 p.m.

No action or vote was taken during Executive Session. Mayor Foulds returned the meeting to Open Session at 8:40 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to pull Executive Agenda Item 10 into open session for possible action. Council Member King seconded the motion which carried 4 to 0 to 1, with Council Member Purcell absent during voting.

10. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

A motion was made by Mayor Pro Tem Manassian to authorize the Mayor and Deputy City Administrator to negotiate the acquisition of an easement up to the appraised amount of property as discussed in the Executive Session. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council Meetings

February 9, 2021 at 6:00 p.m.
 February 16, 2021 at 6:00 p.m.
 March 9, 2021 at 6:00 p.m.
 March 16, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

January 21, 2021 at 10:00 a.m. Farmers Market Association Board
 January 21, 2021 at 12:00 p.m. Emergency Management Commission
 January 25, 2021 at 3:30 p.m. Transportation Committee
 January 25, 2021 at 6:30 p.m. Founders Day Commission
 January 26, 2021 at 6:30 p.m. Planning & Zoning Commission
 January 27, 2021 at 4:00 p.m. Economic Development Committee
 February 1, 2021 at 6:00 p.m. Parks & Recreation Commission
 February 3, 2021 at 12:00 p.m. DSRP Board
 February 4, 2021 at 4:00 p.m. Historic Preservation Commission
 February 8, 2021 at 4:00 p.m. TIRZ No. 1 & No. 2 Board
 February 8, 2021 at 6:30 p.m. Founders Day Commission
 February 10, 2021 at 4:00 p.m. Utility Commission

ADJOURN

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

This regular meeting adjourned at 8:42 p.m.

APPROVED ON: February 9, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 12, 2021 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/86715238174?pwd=ZlZkdTNNLzloSmcxb2kzViszczZZdz09>

Meeting ID: 867 1523 8174

Passcode: 237984

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/86715238174>

Join by Skype for Business: <https://us02web.zoom.us/skype/86715238174>

CALL TO ORDER AND ROLL CALL

City Council Members present were:

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Treasurer Gina Gillis

Finance Director Shawn Cox

City Secretary Andrea Cunningham

Communications Director Lisa Sullivan

Senior Planner Amanda Padilla

City Engineer Chad Gilpin

Public Works Coordinator Aaron Reed

Parks & Community Services Director Kelly Schmidt
 DSRP Event Center Manager Tina Adams
 Planning & Zoning Commission Chair Mim James
 TIRZ No. 1 & No. 2 Board Chair Dave Edwards
 Parks Planning Consultant Brent Luck
 Planning Consultant Robyn Miga

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

WORKSHOP

Workshop items are for discussion only and no action will be taken.

1. **Discussion of Proposed Concept Plan for a portion of the Cannon Tract.** *Sponsor: Mayor Foulds.*

Steven Pierce gave a presentation which is on file.

2. **Discussion of Proposed Concept Plan for Cynosure tract also known as Wild Ridge.** *Sponsor: Mayor Foulds.*

Peter Verdichhio presented a video which can be found here:

<https://www.youtube.com/watch?v=ViI6Jhtc1EI>

No action or vote was taken during the Workshop.

The City Council recessed from 7:55 p.m. – 8:07 p.m. Mayor Foulds returned the meeting to Open Session at 8:07 p.m.

CITY COUNCIL REGULAR MEETING

PLEDGE OF ALLEGIANCE

Council Member Purcell led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

3. **Proclamation recognizing the Public Service of Mim James for four years of service on the TIRZ No. 1 & No. 2 Board.**

Mayor Pro Tem Taline Manassian read and presented the proclamation to Mim James.

CONSENT AGENDA

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4. **Approval of the City Council regular meeting minutes of December 8, 2020 and December 15, 2020; and the special meeting minutes of December 22, 2020.**
 5. **Approval of the December 2020 City Treasurer's Report.**
 6. **Approval of a Joint Election Agreement between the City of Dripping Springs and Dripping Springs Independent School District regarding the May 1, 2021 General Municipal Election.**
 7. **Approval of an Election Services Contract between the City of Dripping Springs and Hays County Elections Administrator regarding the May 1, 2021 General Municipal Election.**
 8. **Approval of a Joint Elections Agreement between the City of Dripping Springs and Hays County regarding the May 2021 General Municipal Election.**
 9. **Approval of a Resolution Accepting Improvements as Complete and Approving A Maintenance Bond for Bunker Ranch Subdivision Phase 3 Streets and Drainage Improvements.**
- Filed as Resolution No. 2021-R01**
10. **Approval of a Resolution Accepting Improvements as Complete and Approving Maintenance Bonds for Arrowhead Ranch Subdivision Phase 4 Streets, Drainage, Wastewater Improvements, and Erosion Control and Releasing a Construction Bond.**

Filed as Resolution No. 2021-R02

11. Approval of a Facility Use Agreement between the City of Dripping Springs and Tiger Splash TAAF Swim Team for use of the Founders Memorial Park Pool for 2021.

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 4-11, with amended minutes as circulated. Council Member King seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

12. Public hearing and consideration of approval regarding an Ordinance amending Chapter 30, Exhibit A Zoning Ordinance and Appendix E Zoning Use Regulations to allow an accessory structure use to a principal use in Government/Utility/Institutional Districts.

a) Staff report

Amanda Padilla presented the staff report which is on file. Staff recommends approval of the ordinance.

b) Planning and Zoning Commission report

Chair James: Commission recommended approval unanimously 7 to 0.

c) Public Hearing – No one spoke during the Public Hearing.

d) Ordinance

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance amending Chapter 30, Exhibit A Zoning Ordinance and Appendix E Zoning Use Regulations to allow an accessory structure use to a principal use in Government/Utility/Institutional Districts. Council Member Harris-Allison seconded the motion which carried 4 to 1, with Council Member Purcell opposed.

Filed as Ordinance No. 2021-01

13. Public hearing and consideration of approval regarding an Ordinance amending Chapter 28, Exhibit A Subdivision Ordinance, Sec 4.10 Revisions to Approved Preliminary Plat to update regulations to major and minor revisions and an Ordinance amending Appendix A: Article A1.000 (General Provisions) of the Dripping Springs Code of Ordinances; Amending the Dripping Springs Fee Schedule Section 4: Subdivision and Section 9: Parks & Recreation to modify fees for preliminary plat reviews.

a) Staff report

Amanda Padilla presented the staff report which is on file. Staff recommends approval of the ordinances.

b) Planning and Zoning Commission report

Chair James: Commission recommended approval 6 to 0, with Commission Strong opposed

c) Public Hearing – No one spoke during the Public Hearing.

d) Preliminary Plat Ordinance

e) Fee Schedule Ordinance

A motion was made by Council Member Purcell to approve an Ordinance amending Chapter 28, Exhibit A Subdivision Ordinance, Sec 4.10 Revisions to Approved Preliminary Plat to update regulations to major and minor revisions and an Ordinance amending Appendix A: Article A1.000 (General Provisions) of the Dripping Springs Code of Ordinances; Amending the Dripping Springs Fee Schedule Section 4: Subdivision and Section 9: Parks & Recreation to modify fees for preliminary plat reviews. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-02 (Preliminary Plat Revisions)

Filed as Ordinance No. 2021-03 (Preliminary Plat Fee Schedule Amendment)

14. Public hearing and consideration of approval regarding an Ordinance amending Chapter 28, Article 29.03 Parkland Dedication. The proposed amendment will update regulations, requirements for dedication of Parkland, and criteria for fee-in-lieu, and consideration of an Ordinance amending Appendix A: Article A1:000 (General Provisions) of the Dripping Springs Code of Ordinances; Amending the Dripping Springs Fee Schedule Section 3: Site Development and Section 4: Subdivision and Creation of Park Development Fee Fund.

a) Staff report

Robyn Miga and Brent Luck presented the staff report which is on file. Staff recommends approval of the ordinances.

b) Planning and Zoning Commission report

Chair James: Commission recommended approval unanimously 7 to 0.

c) Public Hearing – No one spoke during the Public Hearing.

d) Parkland Dedication Ordinance

e) Fee Schedule Ordinance

A motion was made by Council Member Purcell to approve an Ordinance amending Chapter 28, Article 29.03 Parkland Dedication. The proposed amendment will update regulations, requirements for dedication of Parkland, and criteria for fee-in-lieu, and

consideration of an Ordinance amending Appendix A: Article A1:000 (General Provisions) of the Dripping Springs Code of Ordinances; Amending the Dripping Springs Fee Schedule Section 3: Site Development and Section 4: Subdivision and Creation of Park Development Fee Fund with the condition that the Land Dedication Requirements, Persons per DU be calculated at 2.00 instead of 3.03. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2021-04 (Parkland Dedication Amendment)

Filed as Ordinance No. 2021-05 (Parkland Dedication Fee Schedule Amendment)

- 15. Discuss and consider the Appointment of five (5) individuals to the Emergency Management Commission for terms ending January 1, 2023.**

Andrea Cunningham presented the staff report which is on file.

A motion was made by Council Member Purcell to appoint Scott Collard, Doug Fowler, Ron Hood, Kay Allen and Dillon Polk to the Emergency Management Commission for terms ending January 1, 2023. Council Member King seconded the motion which carried unanimously 5 to 0.

- 16. Discuss and consider approval of a Resolution regarding the Appointment of an individual to the Tax Increment Reinvestment Zone No. 1 & No. 2 Board for a term ending December 31, 2021. Sponsor: Mayor Pro Tem Manassian.**

Laura Mueller presented the staff report which is on file. Staff recommends postponement of the item until the School Board has decided on an appointment.

No action was taken on this item.

- 17. Discuss and consider possible action regarding a Real Property Purchase Agreement between the City of Dripping Springs and Dripping Springs Independent School for Dripping Springs Independent School District property located at 510 Mercer Street, Dripping Springs, Texas 78620 and possible action on Interlocal Agreement between the City of Dripping Springs, Dripping Springs Independent School District, Hays County, and Dripping Springs Community Library. Sponsor: Mayor Pro Tem Manassian.**

Laura Mueller presented the staff report which is on file. Staff recommends postponement of the item to the January 19, 2021 meeting.

No action was taken on this item.

- 18. Discuss and consider possible action regarding a Request for Refund of Master Sign Plan Fee for The Shops at Ledgestone. Applicant Charlie Hill, President, DH Investments, Manager, Shops at Ledgestone, LLC.**

Michelle Fischer presented the staff report which is on file. Staff recommends a refund of \$3300.00.

A motion was made by Council Member Harris-Allison to approve a Request for Refund of Master Sign Plan Fee for The Shops at LedgeStone in the amount of \$3300.00 Council Member Crow seconded the motion which carried unanimously 5 to 0.

REPORTS

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

Reports are on file and available for review upon request.

- 19. Transportation Committee Monthly Report**
Jim Martin, Interim Committee Chair
- 20. Parks & Community Services Director's Monthly Report**
Kelly Schmidt, PCS Director
- 21. Maintenance Director's Monthly Report**
Craig Rice, Maintenance Director

EXECUTIVE SESSION AGENDA

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

- 22. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 23. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 24. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 25. Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, easements, and density of development.** *Consultation with Attorney, 551.071*

The City Council did not meet in Executive Session.

UPCOMING MEETINGS

City Council Meetings

January 19, 2021 at 6:00 p.m.
February 9, 2021 at 6:00 p.m.
February 16, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

January 13, 2021 at 4:00 p.m. Utility Commission
January 21, 2021 at 10:00 a.m. Farmers Market Association Board
January 21, 2021 at 12:00 p.m. Emergency Management Commission
January 25, 2021 at 3:30 p.m. Transportation Committee
January 26, 2021 at 6:30 p.m. Planning & Zoning Commission
January 27, 2021 at 4:00 p.m. Economic Development Committee

ADJOURN

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

This regular meeting adjourned at 9:38 p.m.

APPROVED ON: February 9, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Lisa Sullivan, Communications Director & Michelle Fischer, City Administrator

Council Meeting Date: February 16, 2021

Agenda Item Wording: Approval of a Resolution Adopting a Downtown Mercer Street Banner Policy

Agenda Item Requestor: Lisa Sullivan, Communications Director & Michelle Fischer, City Administrator

Summary/Background: With the capability of now having promotional/marketing banners on the Mercer Street Pedestrian Light Poles, we anticipate organizations will be requesting placement of banners to promote their events. We want to ensure that the use of these banners follows guidelines to ensure all banners maintain the heritage and branding feel for downtown Mercer and benefit the community. Having this policy also ensures transparency and fairness to any organization requesting the banners.

Commission Recommendations: The Historic Preservation Commission unanimously recommended approval of the policy at its Feb. 4th meeting.

Recommended Council Actions: Staff recommends approval.

Attachments: Resolution and Downtown Mercer Street Banner Policy

Next Steps/Schedule: Send to City Secretary for execution.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2021-R _____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,
ADOPTING A DOWNTOWN MERCER STREET BANNER POLICY;
MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED
MATTERS.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable sign regulations for banners on Downtown Mercer Street; and

WHEREAS, the City Council recognizes that it is the best interest of its residents, visitors, and organizations to allow certain events to be advertised with Banners on the Mercer Street Pedestrian Light Poles; and

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

WHEREAS, pursuant to Chapters 211 and 216 of the Texas Local Government Code, the City has the authority to regulate signs and variance procedures; and

WHEREAS, the City of Dripping Springs desires to establish a policy for the consideration of banners for Downtown Mercer Street.

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

- 1. Findings of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
- 2. Downtown Mercer Street Banner Policy:** The Downtown Mercer Street Banner Policy, as presented herein as Attachment "A", is hereby adopted and approved.
- 3. Effective Date:** This resolution shall be effective from and after its approval and passage.
- 4. Meeting:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 16th day of February 2021.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A” POLICY



DOWNTOWN MERCER STREET BANNER POLICY

Knowing that there are many events and organizations that may request Mercer Street Pedestrian Light Pole Banners, the following policy will help guide those who may inquire or who are interested. These factors must be met before banners can be created and displayed:

- Banners will only be used for downtown Mercer Street events or general marketing that is connected to the City, such as branding.
- If banners are requested for an event, only events co-sponsored by the City will be considered.
- Only **Downtown** Mercer Street events will be considered, not events held in other parts of the City such as parks, event centers, etc.
- Events must be large scale, with 2,000 or more attendees anticipated and must be a 2-day or longer event.
- Banners must be able to be displayed for up to a month. The installation of the banners is work intensive, so banner requests and installation must be planned out accordingly.
- Dates for banner request must not conflict with banners already slated to be displayed. IE: An event in Mid-November may conflict with dates that Christmas on Mercer banners will be displayed and will not be approved. City will maintain a Mercer Street Banner Calendar that shows when and what banners are on display throughout the year.
- Banner request must be approved first by the City of Dripping Springs and then approved by the Historic Preservation Commission. Related sponsorship agreements must be approved according to city policy.
- City of Dripping Springs will design the banner, with input from requesting organization. Organization must supply needed graphics/logos in high-resolution format. Specs will be supplied to the organization once banner request is approved. Once design is created, organization will have two opportunities for proofing and corrections. If the City and organization cannot come to agreement on design, banners will not be created or placed.
- Final banner design will be approved by City of Dripping Springs, Historic Preservation Commission, and event organizer.
- Event organizer is responsible for the cost of printing the banners, including tax and shipping.
- There are 13 banner locations. Organizer must pay for 13 banners; no partial requests approved.

- Once event is over and banners are taken down, organization will be given the banners. City cannot store the banners.

If an organization or event is interested in the banners, they should fill out the form included on the City of Dripping Springs website.



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: February 16, 2021

Agenda Item Wording: **Approval of an Agreement between the Dripping Springs Visitors Bureau and the City of Dripping Springs for the Music Friendly Community Program with the Texas Office of the Governor.** *Sponsor: Mayor Pro Tem Taline Manassian.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: The City Council recently approved a memorandum with the Texas Office of the Governor for the Music Friendly Community Program, which designates the Dripping Springs Visitors Bureau as a managing partner, along with the City's Communications Director. The agreement with the DS Visitors Bureau spells out the duties of each entity regarding the Music Friendly Community Program.

The DS Visitors Bureau is designated as the point of contact to the public and will do the following: maintain the Dripping Springs Music Industry Dataset; promote public awareness of the Dripping Springs Music Industry and encourage utilization by industry members; maintain a webpage for the program; and hold committee meetings related to the program.

The city will do the following: assist the Visitors Bureau in promoting public awareness of the Dripping Springs Music Industry Dataset and encourage utilization by industry members; provide a representative to the Committee created by the Visitors Bureau (Lisa Sullivan Communications Director was appointed by the City Council to represent the city on the committee); and assist with marketing related to the program as needed.

Commission Recommendations: N/A

Recommended Council Actions: Staff recommends approval of the agreement.

Attachments: Agreement with the DS Visitors Bureau.

Next Steps/Schedule: Execute and notify DS Visitors Bureau.

DSVB02162021

AGREEMENT FOR MUSIC FRIENDLY PROGRAM

Dripping Springs Visitors Bureau and City of Dripping Springs for the Music Friendly Community Program with the Texas Office of the Governor

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and the Dripping Springs Visitors Bureau, a registered Texas non-profit organization.

I. RECITALS

- A.** The Dripping Springs Visitors Bureau is a registered Texas non-profit in good standing whose purpose is to promote tourism and serve as ambassadors to connect visitors-guests and the community.
- B.** The City and Visitors Bureau wishes to enter into an agreement in order to ensure compliant with the Music Friendly Community Program with the Texas Office of the Governor.
- C.** The City and Visitors Bureau entered into a Memorandum of Understanding with the State of Texas for the Maintenance of the Texas Music Industry Directory related to the Music Friendly Community Program outlining certain responsibilities for becoming a Music Friendly City in February 2021 in Attachment “A”.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

A. Duties of Dripping Springs Visitors Bureau

- 1.** Assist the Office of the Governor (OOG) in maintaining the Dripping Springs Music Industry dataset, located at: <https://gov.texas.gov/apps/music/directory/results/all/p1/city/dripping%20springs>.
- 2.** Update and export the Dripping Springs dataset twice annually during the months of January and July, to be sent to the OOG for update of the online Directory within three (3) months of receiving the exported dataset from the OOG.
- 3.** Promote public awareness of the Dripping Springs Music Industry dataset and encourage utilization by industry members.

4. Maintain a webpage related to the Music Friendly Community Program for the City of Dripping Springs.
5. Hold committee meetings related to the Music Friendly Community Program.

B. Duties of the City

1. Assist the Visitors Bureau in promoting public awareness of the Dripping Springs Music Industry dataset and encourage utilization by industry members.
2. Provide a representative to the Committee created by the Visitors Bureau.
3. Assist with marketing and marketing materials related to the Texas Music Friendly Community Program as needed.

D. Designations

1. The Dripping Springs Visitors Bureau is designated as the managing party for the City for the Texas Music Friendly Community Program related to the Memorandum of Understanding with the State of Texas.
2. The Dripping Springs Visitors Bureau is designated as the point of contact for the public for the Texas Music Friendly Program.
3. The City of Dripping Springs will also provide a managing party related to the Memorandum of Understanding with the State of Texas.

E. Miscellaneous

1. Term: Upon execution by the Parties, this Agreement shall commence effective upon the signature of the last Party to sign this Agreement, and shall remain in effect for a period of one year, unless extended by option of the Parties or terminated earlier pursuant to the terms of this Agreement. This Agreement may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.
2. No part of this Agreement may be assigned or delegated without the prior written consent of the other party.
3. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party thirty (30) days written notice.
4. This Agreement shall be subject to the laws and statutes of the State of Texas. The Venue for any legal disputes arising under this Agreement shall be Hays County.

- 5. Each party to this Agreement shall be solely responsible and liable for the acts, errors, and omissions of its officers, agents, and employees, and for any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees. No indemnification of one party by the other party is intended or shall be implied by this Agreement.
- 6. This Agreement will automatically terminate if the City ceases participation in the Texas Music Friendly Program.
- 7. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient’s address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement:

To the City:
 City of Dripping Springs
 Attn: City Administrator
 PO Box 384
 Dripping Springs, TX 78620

To Visitors Bureau:
 Dripping Springs Visitors Bureau
 Attn: Pam Owens
 509 Mercer Street
 Dripping Spring, TX 78620

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and the Visitors Bureau.

- 8. This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, The City of Dripping Springs and Visitors Bureau have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

VISITORS BUREAU:

 Bill Foulds Jr., Mayor

 Pam Owens, President/CEO

 Date

 Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING



SIGN VARIANCE REQUEST REVIEW

Date: February 8, 2021

Project: Get Along Grill
333 Highway 290, Suite 437
Dripping Springs, TX 78620

Applicant: Lindsey Sitton, Aetna Sign Group

Submittals: Variance Application
 Sign Permit Application
 Master Signage Plan (if applicable)
 Planned Develop District/Development Agreement Signage Regulations (if applicable)

Variance Requests: Exceed the maximum height and number of text rows for a wall sign

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 26 SIGNS, Article 26.03.003 VARIANCES

The Get Along Grill is located in Planned Development District No. 2, The Springs Retail Center. The applicant requests a variance to allow a wall sign to exceed the maximum height and number of lines of lettering allowed by the Planned Development District's regulations.

The Planned Development District's regulations allow the following:

Section 25.5.3: Each tenant or occupant shall be permitted to install flat building signage, including logos, complying with the following requirements: (a) Lettering constituting such signage shall consist of one (1) horizontal line of lettering not to exceed thirty-six inches (36") in height or two (2) horizontal lines of lettering not to exceed fifty-four inches (54") in height, including a minimum six inch (6") space between the two lines.

The proposed wall sign is 7.5 feet in height and consists of 6 rows of lettering. The total area of the proposed sign is 56.25 square feet, which is 7.75 square feet less than the maximum allowed.

The proposed sign meets all other applicable regulations for signage in the Planned Development District. If the proposed sign were not in the Planned Development District, it would comply with the city's Sign Ordinance.

The variance requests relate to the consideration for granting variances as follows:

Considerations in granting variances (Sec. 26.03.003 (e))

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.
 Applicable Not Applicable

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.
 Applicable Not Applicable

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.
 Applicable Not Applicable

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.
 Applicable Not Applicable

(5) The sign and its supporting structure should be in architectural harmony with the surrounding structures.
 Applicable Not Applicable

(6) Mitigation measures related to the sign in question or other sign on the same premises.
 Applicable Not Applicable

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.
 Applicable Not Applicable

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance, when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan.
 Applicable Not Applicable

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.
 Applicable Not Applicable

(10) The sign administrator may authorize the remodeling, renovation, or alternation of a sign

when some nonconforming aspect of the sign is thereby reduced.

Applicable

Not Applicable

Approval/Recommendations/Conditions

The proposed wall sign meets many considerations for granting a variance. I recommend approval with the condition that the wall sign's height, signable area, colors, materials, and design be consistent with the one presented in the variance application.

Please let me know if you have any questions about this report.

Respectfully Submitted,

Michelle Fischer
Sign Administrator

Received on/by:

Date, initials



APPLICATION FOR AN ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER

Project Name: Get Along Grill

Project Address/Legal Description: 333 Hwy 290, suite 437, Dripping Springs, TX 70420

Project Applicant Name: Lindsay Sifton

Mailing Address: 2420 Freedom Dr.
San Antonio, TX 70217

Email Address: lindsay@aethnesign.com

Phone Number: 210-826-2800

Owner's Name (if different from Applicant): Steve McCoy

Mailing Address: 333 Hwy 290, suite 437, Dripping Springs, TX 70420

Email Address: steve@thumccoyproperties.net

Phone Number: 810-434-2969

Type of Application (check box):

- Alternative Standard
- Variance
- Special Exception
- Waiver

Description of request & reference to section of the Code of Ordinances applicable to request: Section 25.5.3: (a): We are requesting allowance of six (6) units of copy on the logo cabinet.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested: Actna Sign Group would like to maintain this logo as it is our client's preference and his company brand.

Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver: The project is exceeding the code requirements by having six (6) lines of copy in the logo. It does not have the two (2) lines of copy as was before the re-writing of the sign code. The sign meets all of the requirements of the new code.

Submittal Checklist:

- Signed and Completed Application
- Required Fee Paid \$ 150
reference online Master Fee Schedule for more details
- Billing Contact Form
- Exhibits
- Photographs
- Map/Site Plan
- Architectural Elevation
- Other:

Upon submittal of application, a Public Notice sign is required to be displayed at the project property within 48 hours (exceptions apply in cases of signage, lighting, exterior design and landscaping applications). Signs can be picked up at the City Offices for a deposit fee of \$100. Once a permit has been issued, signs in good condition can be returned for a \$75 refund.

- Pick up Public Notice Sign, \$100 deposit

All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete. Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received. By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

J. Eaton

Signature of Applicant

Bob [Signature]

Signature of Owner (or attached letter of consent)

Date

1/28/2021

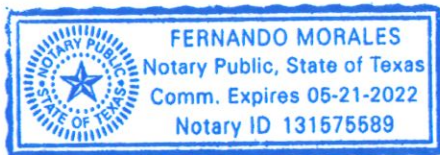
Date

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Lindsay Sitton is authorized to act as my agent and representative with respect to this Application and the City's conditional use permit process. (As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Lindsay Sitton
Name

Project Manager
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

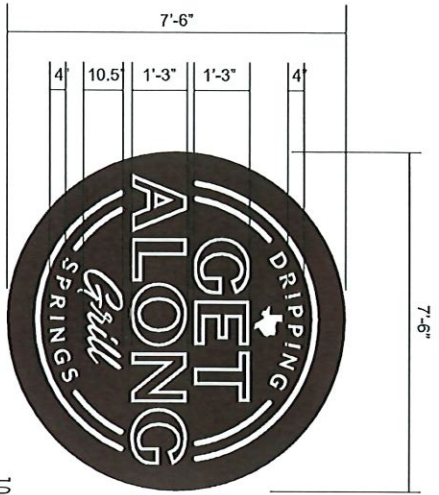


This instrument was acknowledged before me on the 1 day of February, 2021 by Fernando Morales.

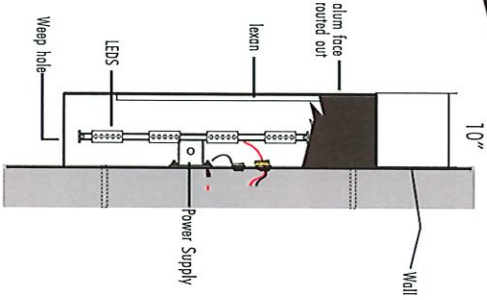
[Signature]
Notary Public, State of Texas

My Commission Expires: 5.21.22

Lindsay Sitton
Name of Applicant



Front View Scale: 3/8" = 1'-0"



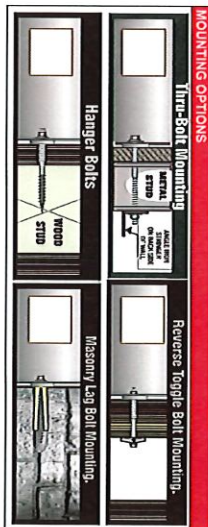
Side View - N.T.S.



Night View: N.T.S.

Specifications:

- Manufacture and install one (1) new s/f self contained logo cabinet as shown.
- Aluminum construction, face and returns ptd. duranodic bronze routed out copy and graphics, backed with 3/16" lexan - 3m white vinyl graphics for detail
- Internally illuminated with white LEDs HLED-P2072WWARM-color temp of 3000K
- White copy to bronze ratio within 33% allowance.
- flush mounted to fascia.



2438 FREEDOM DRIVE + SAN ANTONIO, TX 78217 + PH: 210.826.2800
 FAX: 210.477.2323 + WWW.AETNASIGN.COM + FOLLOW US ON

All signs will be manufactured to accommodate 120 volt current unless otherwise instructed by customer. Never Aetna will supply transformers, boxes, disconnects, switches & fuses. Installers are to provide all other necessary hardware to accomplish installation.

CLIENT	Get Along Gill	OWNER	4877.1
ADDRESS	333 Hwy 290, suite 437	SUBJECT	Janette M.
CITY	Dipping Springs, TX	DATE	1-25-20
DATE	1-25-20	CLIENT APPROVAL	
CONTRACT FILE #	Aetna\signs\4877_Get Along REGION HSDI01		

Unpublished Work. Aetna Sign Group, LTD. All rights reserved. This is an original drawing created by Aetna Sign Group, LTD. It is submitted for your personal use; however, it shall at all times remain the property of Aetna Sign Group, LTD. It may be used in connection with the project being planned for you by Aetna Sign Group, LTD., but not otherwise.

You are not authorized to show this drawing to anyone outside your organization, nor is it to be reproduced, used, copied, or exhibited in any fashion. Violation of any of the above shall subject the violator(s) to all statutory and common law damages available to Aetna Sign Group, LTD., including but not limited to, the value of man hours incurred in the production of this design, attorney's fees, and any and all other costs incurred by Aetna Sign Group, LTD. in the enforcement of its copyrights.

National Building Codes now states all signs that utilize neon transformers, sized at 1,500 volts and up, must utilize UL2161 (GF) transformers. This type of transformer must have a dedicated electrical (GF) circuit with ground for the transformer to work. You are responsible to have the proper electrical service to the sign location. Please contact your Aetna Sign Group representative if you need additional information.

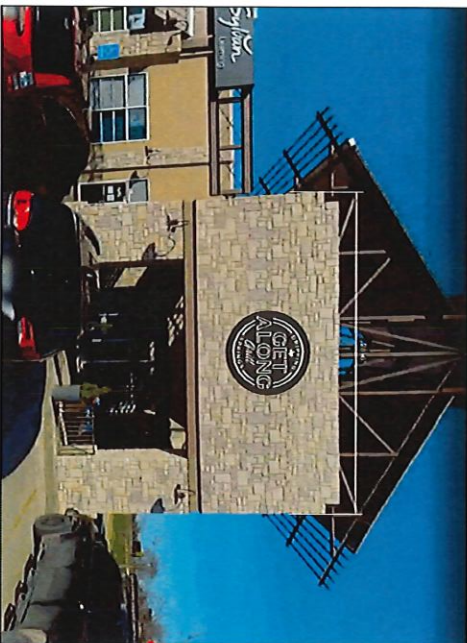


Photo Survey: 3/32" = 1'-0"

Proposed Budget Amendment

February 16, 2021

All Accounts- FY21 Balance forward amounts were changed to actual amounts.

General Fund-

FY20 Rollover amount of \$411,619.99 reduced by Incode Software not billed but budgeted for in FY20 in the amount of \$65,822.00. The remainder of \$345,797.99 to be moved into the Capital Improvement Fund.

REVENUES:

- Sales tax increased by \$336,856.24. Budgeted amount was originally calculated on an 8% increase over the previous year's budgeted amount. We are currently at 18% over the collections at this time last year. I have increased the budgeted amount by a conservative 10% of the total actual collected amount in the previous year.
- Transfer in from Hotel Occupancy Tax for additional cost of Civic Plus website in the amount of \$2,200.00

EXPENSES

- Office IT Equipment and Support increased by \$15,000.00 to cover the cost of a computer and peripheral equipment for a new position and replacement computers as needed.
- Increased Software by \$65,822.00 for Incode budgeted for but unbilled in the previous Fiscal Year and an increase of \$9,624.96 for My Government Online. The Building Department is increasing a billing tier with MPN due to an extremely high increase of permitting in the department. Not only has building construction doubled, but the Building Department now processes all sign permit applications. The City has jurisdiction of signage in the City Limits and ETJ which will directly affect the amount of permitting through the MPN system. Rather than paying an overage fee of \$10.00 per project – the City should transition to a higher billing tier with MPN due to the volume of permitting. The permit volume is not expected to decrease.
- Increased Website cost by \$2,200.00 for Civic Plus.
- Added \$7,500.00 for a Grant Writer for Old Fitzhugh Road Improvement Project.
- Added \$10,000.00 for land acquisition costs for appraisals and an additional \$25,401.30 for the Title Policy for Rathgeber Park.
- Increased Emergency Management by \$12,000.00 to cover the cost of connecting the generator at Dripping Springs Ranch Park.

Proposed Budget Amendment

February 16, 2021

- Changed and added positions in the Salary and Benefit line items. Changed State Unemployment tax item due to a decrease in rate. DSRP Salary reduced by the On Call pay which is reimbursed by DSRP.
- Financial Services increased to cover additional financial work, audit, and arbitrage costs.
- Building Inspector cost increased by \$120,000.00 due to prior year invoices received and paid in the current fiscal year which reduced the available amount for current costs.
- SPA and ECO D transfers reduced by \$199,249.97. The B&O ECO D Agreement sales tax reimbursement obligations will be completed at the beginning of March. The remaining agreements were increased to correspond to the increase in sales tax revenue.
- An increase of \$15,474.21 is budgeted for DSRP due to a deficit of that amount after the actual beginning balance was adjusted.
- Final amount moved into the Capital Improvement Fund is the FY 20 rollover remainder of \$345,797.99 plus an additional amount of \$60,721.35 from changes to the current budget for a total of \$406,519.34. After this transfer, the Capital Fund balance will be \$1,310,034.65. Of this amount, a total of \$705,051 will be set aside for the FY 2021-22 City participation amounts for the TXDOT Sidewalk grants.

Wastewater Utility Fund

REVENUES:

Revenues were increased by the Balance Forward actual amount.

EXPENSES

- Non-Routine Operations increased to \$150,000.00 from \$50,000.00 due to an emergency cleaning of the ground storage tank at the treatment plant which was estimated to be \$52,000.00. Additional funds were allocated for unforeseen expenses such as this.
- Lift Station repairs and Maintenance increased from \$20,000.00 to \$40,000.00.

Proposed Budget Amendment

February 16, 2021

- Wastewater Treatment Plant and Pump Repairs increased from \$32,500.00 to \$50,000.00. This is to cover a replacement bar screen and for unbudgeted additional expenses that may arise.

Hotel Occupancy Tax Fund

REVENUES:

Revenues were increased by the Balance Forward actual amount.

EXPENSES

- Transfer to the General Fund of \$2,200.00 is for the City website.
- Grants were increased by \$32,071.25 for the Dr. Pound Historical Farmstead, based on the staff recommendation. This is subject to City Council approval of the museum's request for additional funds.

Sidewalk Fund

A Sidewalk Fund proprietary fund has been added to the budget. This cash in lieu fee will be collected when required sidewalks are not beneficial to pedestrian connectivity. Funds received will be used specifically for sidewalk improvements and pedestrian amenities in public right of way, parks, and sidewalk easements within the City. The budgeted revenue amount is based on already approved cash in lieu fees.

REVENUES:

Revenues of \$16,076.00 have been received and recorded.

	Current	Proposed	Proposed
Balance Forward		411,619.99	411,619.99
Revenue			
AD Valorem	1,591,317.76		
AV P&I	4,000.00		
Sales Tax	3,178,074.96	3,514,931.20	336,856.24
Mixed Beverage	58,000.00		
Alcohol Permits	5,000.00		
Fire Inspections	10,000.00		
Bank Interest	35,000.00		
Development Fees:			
Subdivision	622,200.00		
Site Dev	194,900.00		
Zoning/Signs/Ord	65,000.00		
Building Code	1,000,000.00		
Transportation			
Solid Waste	36,000.00		
Health Permits/Inspections	45,000.00		
Municipal Court	250.00		
Other Income	40,000.00		
TXF from Capital Improvements	208,504.00	0.00	-208,504.00
TXF DSRP On Call	10,400.00		
TXF from HOT		2,200.00	2,200.00
FEMA Dam Repair	75,000.00		
Total	7,178,646.72	7,720,818.95	542,172.23
Expense			
Supplies	25,000.00		
Office IT Equipment and Support	44,000.00	59,000.00	15,000.00
Software Purchase, Agreements and Licenses	130,396.00	205,842.96	75,446.96
Website	4,425.00	6,625.00	2,200.00
Communications Network/Phone	25,000.00		
Miscellaneous Office Equipment	6,000.00		
Utilities:			
Street Lights	20,000.00		
Streets Water	4,000.00		
Office Electric	4,000.00		
Office Water	650.00		
Stephenson Electric	1,500.00		
Stephenson Water	500.00		
Transportation:			
Improvement Projects	367,004.00		
Street & ROW Maintenance	175,000.00		
Street Improvements	250,000.00		
Office Maintenance/Repairs	10,860.00		
Stephenson Building & Lawn Maintenance	5,500.00		
Maintenance Equipment	9,000.00		
Equipment Maintenance	1,675.00		
Maintenance Supplies	4,525.00		
Fleet Acquisition	39,800.00		
Fleet Maintenance	13,350.00		
City Hall Improvements	5,000.00		
Maintenance Uniforms	1,575.00		
Special Projects:			
Family Violence Ctr	7,000.00		
Lighting Compliance	2,000.00		
Economic Development	5,000.00		
Records Management	1,000.00		
Government Affairs	10,000.00		
Stephenson Parking Lot Improvements	0.00		
Stephenson Building Rehabilitation	14,000.00		
OFR Grant Writer		7,500.00	7,500.00
Future Land Use Plan	50,000.00		
Land Acquisition	10,000.00	45,401.30	35,401.30
Downtown Bathroom	100,000.00		
Public Safety:			
Emergency Management Equipment	390.00		
Emergency Equipment Fire & Safety	996.00		
Emergency Mgt PR	4,000.00		
Emergency Equipment Maintenance&Service	6,371.00	18,371.00	12,000.00
Animal Control	3,400.00		

	Current	Proposed	Proposed
Public Relations	5,000.00		
Postage	3,500.00		
TML Insurance:			
Liability	14,769.00		
Property	25,034.00		
Workers' Comp	22,026.00		
Dues, Fees, Subscriptions	30,000.00		
Public Notices	6,000.00		
City Sponsored Events	5,000.00		
Election	2,000.00		
Salaries	1,819,122.12	1,831,548.46	12,426.34
Taxes	144,346.84	144,721.46	374.62
Benefits	182,998.14	203,667.92	20,669.78
Retirement	106,661.81	104,589.99	-2,071.82
DSRP Salaries	324,157.60	315,328.00	-8,829.60
DSRP Taxes	26,094.06	26,358.19	264.13
DSRP Benefits	44,796.98	44,770.70	-26.28
DSRP Retirement	18,197.65	18,070.87	-126.78
Professional Services:			
Financial Services	60,800.00	90,000.00	29,200.00
Engineering	70,000.00		
Special Counsel and Consultants	74,000.00		
Muni Court	15,500.00		
Bldg. Inspector	800,000.00	920,000.00	120,000.00
Health Inspector	45,000.00		
Architectural and Landscape Consultants	5,000.00		
Historic District Consultant	3,000.00		
Lighting Consultant	1,000.00		
Human Resource Consultant	10,000.00		
Training/CE	38,979.07		
Code Publication	6,047.00		
Mileage	2,000.00		
Miscellaneous Office Expense	10,000.00		
Bad Debt Expense	5,000.00		
Contingencies/Emergency Fund	50,000.00		
TXF to Reserve Fund	162,328.76		
TXF AV to TIF	169,379.41		
TXF to TIRZ	250,000.00		
Sales Tax TXF to WWU	635,614.99		
SPA & ECO D TXF	508,491.97	309,242.00	-199,249.97
TXF to DSRP	27,812.00	43,286.21	15,474.21
TXF to Capital Improvement Fund		406,519.34	406,519.34
Total	7,092,574.40	7,634,746.63	542,172.23

	Current	Proposed	Proposed
PARKS			
Revenue			
Sponsorships and Donations	25,000.00		
Programs and Events			
Aquatics Program Income	33,950.00		
Pool and Pavilion	13,900.00		
Park Rental Fees	1,650.00		
TXF from Parkland Dedication	172,200.00		
TXF from Landscaping Fund	6,500.00		
TXF from Contingency Funds			
TXF from DSRP			
Total Revenue	253,200.00		
Expense			
Other			
Park Consultants			
Pool Operations			
Park Supplies			
Dues Fees and Subscriptions	2,719.06		
Parks Activity Guide	5,000.00		
DS Ranch House Furniture & Equipment			
Total Other	7,719.06		
Public Improvements			
All Parks	50,000.00		
Founders Park	51,700.00		
S & R Park	62,000.00		
Charro Ranch Park			
DS Ranch Park			
Total Improvements	163,700.00		
Utilities			
Portable Toilets	5,780.00		
Triangle Electric	650.00		
Triangle Water	475.00		
S&R Park Water	13,000.00		
SRP Electric	1,200.00		
FMP Pool/ Pavilion Water	5,000.00		
FMP Pool//Electricity	6,500.00		
Pool Phone/Network	1,200.00		
DS Ranch Park Electricity			
DS Ranch Park Phone/Network			
DS Ranch Park Septic			
Total Utilities	33,805.00		
Maintenance			
General Maintenance (All Parks)	250.00		
Trail Washout repairs	500.00		
Equipment Rental	1,000.00		
Founders Park/Pool	17,250.00		
S&R	14,020.00		
Charro Ranch Park	10,945.00		
Triangle/ Veteran's Memorial Park	800.00		
DSRP			
Total Maintenance	44,765.00		
Supplies			
General Parks	4,000.00		
Charro Ranch Supplies	200.00		
Founders Park Supplies	10,375.00		
Program and Events	2,200.00		
DSRP & Ranch House Supplies			
S&R Supplies	200.00		
Total Supplies	16,975.00		
Camp Staff			
Aquatics Staff	72,308.26		
Total Staff Expense	72,308.26		
Total Parks Expenditures	339,272.32		

	Current	Proposed	Proposed
FOUNDERS DAY			
Balance Fwd	26,392.83		
Revenue			
Craft booths/Business Booths	6,500.00		
Food booths	1,100.00		
BBQ cookers	4,600.00		
Carnival	9,500.00		
Parade	3,750.00		
Sponsorship	63,600.00		
Parking concession	1,700.00		
Electric	2,400.00		
Misc			
Total	119,542.83		
Expense			
Publicity	8,500.00		
Porta-Potties	6,500.00		
Security	20,000.00		
Barricades/Traffic Plan	19,874.00		
Bands/Music/Sound	15,000.00		
Clean Up	4,600.00		
Postage/Supplies/Misc.	7,000.00		
Sponsorship	5,000.00		
Parade	650.00		
Tent, Tables & Chairs	4,500.00		
Electricity	1,800.00		
FD Electrical Setup	4,600.00		
Contingencies	21,518.83		
Total expenses	119,542.83		
Balance Fwd	0.00		
CONSOLIDATED GENERAL FUND			
Revenue			
City	7,178,646.72	7,720,818.95	542,172.23
Parks	253,200.00	253,200.00	0.00
Founders	119,542.83	119,542.83	0.00
Total	7,551,389.55	8,093,561.78	542,172.23
Expense			
City	7,092,574.40	7,634,746.63	542,172.23
Parks	339,272.32	339,272.32	0.00
Founders	119,542.83	119,542.83	0.00
Total expense	7,551,389.55	8,093,561.78	542,172.23
Balance Fwd	0.00	0.00	

	Current	Proposed	Proposed
DRIPPING SPRINGS FARMERS MARKET			
Balance Forward	34,519.84	35,926.28	1,406.44
Revenue			
FM Sponsor	1,000.00		
Grant Income	1,000.00		
Booth Space	24,698.00		
Applications	1,482.00		
Interest Income	449.22		
Market Event	300.00		
Total	63,449.06	64,855.50	1,406.44
Expense			
Advertising	5,000.00		
Market Manager	29,278.08		
Payroll Tax Expense	2,401.77		
Retirement	1,762.54		
Entertainment& Activities	1,000.00		
Dues Fees & Subscriptions	200.00		
Market Event	500.00		
Training	200.00		
Office Expense	200.00		
Supplies Expense	400.00		
Other Expense	100.00		
Capital Fund	22,406.67		
Total Expense	63,449.06	63,449.06	0.00
Balance Forward	0.00	1,406.44	
PARKLAND DEDICATION FUND			
Balance Forward	140,130.98	133,535.25	-6,595.73
Revenue			
Parkland Fees	80,000.00		
Total Revenue	220,130.98	213,535.25	-6,595.73
Expense			
Park Improvements	172,200.00		
TXF to AG Facility			
Master Naturalists			
Total Expenses	172,200.00	172,200.00	0.00
Balance Forward	47,930.98	41,335.25	
AG FACILITY FUND			
Balance Fwd	0.00	5,425.00	5,425.00
Revenue			
Ag Facility Fees	25,760.00		
Total Revenues	25,760.00	31,185.00	5,425.00
Expense			
TXF to DSRP	25,760.00	31,185.00	5,425.00
Total Expense	25,760.00	31,185.00	5,425.00
Balance Fwd	0.00	0.00	

	Current	Proposed	Proposed
LANDSCAPING FUND			
Balance Fwd	100,376.77	112,260.55	11,883.78
Revenue			
Tree Replacement Fees			
Total Revenues	100,376.77	112,260.55	11,883.78
Expense			
Sports and Rec Park	2,000.00		
DSRP			
FMP	2,000.00		
Charro	12,000.00		
Historic District			
Professional Services			
City Hall Lawn and Tree Maintenance	1,500.00		
Total Expense	17,500.00	17,500.00	0.00
Balance Fwd	82,876.77	94,760.55	
SIDEWALK FUND			
Revenue			
Fees		16,056.00	16,056.00
Total revenues		16,056.00	16,056.00
Expense			
Expense		0.00	0.00
Total Expense		0.00	0.00
Balance Forward		16,056.00	0.00
DRIPPING SPRINGS RANCH PARK OPERATING FUND			
Balance Forward	50,492.47	9,321.61	-41,170.86
Revenue			
Stall Rentals	22,000.00		
RV Site Rentals	18,000.00		
Facility Rentals	112,000.00		
Equipment Rental	5,000.00		
Sponsored Events	89,000.00		
Merchandise Sales	15,000.00		
Riding Permits	10,000.00		
Staff & Misc Fees	4,000.00		
Cleaning Fees	10,000.00		
General Programs and Events	48,825.00		
House Rental Income	0.00		
Other Income	1,000.00		
Interest	1,000.00		
TXF from Ag Facility	25,760.00		
TXF from HOT	67,275.62		
TXF for RV/ Parking Lot HOT	50,000.00		
TXF from General Fund	27,812.00	43,286.21	15,474.21
TXF from Landscape Fund			
Total Revenue	557,165.09	531,468.44	-25,696.65
Expense			
Advertising	700.00		
Office Supplies	5,100.00		
DSRP On Call	10,400.00		
Camp Staff	33,105.00		
Network and Communications	19,503.00		
Sponsored Events	49,000.00		
Supplies and Materials	30,000.00		
Ranch House Supplies	550.00		
Dues, Fees and Subscriptions	5,983.44		
Mileage	500.00		
Equipment	10,300.00		
House Equipment	250.00		
Equipment Rental	1,000.00		
Equipment Maintenance	25,000.00		
Portable Toilets	0.00		
Electric	60,900.00		
Water	10,000.00		
Septic	750.00		
Propane/Natural Gas	3,000.00		
On Call Phone	2,000.00		
Alarm	1,080.00		
Stall Cleaning & Repair	2,000.00		
Training and Education	5,000.00		

City of Dripping Springs
Proposed
FY21 Budget Amendment
February 16, 2021

Item 6.

	Current	Proposed	Proposed
Other Expense	20,500.00		
Improvements	34,500.00		
Contingencies	50,000.00		
Fleet Acquisition	42,568.00		
Fleet Maintenance	2,500.00		
General Maintenance and Repair	60,000.00		
Grounds and General Maintenance	10,229.00		
House Maintenance	14,850.00		
HCLE	13,200.00		
Merchandise	7,000.00		
RV/Parking Lot			
Total Expenses	531,468.44	531,468.44	0.00
Total Bal Fwd	25,696.65	0.00	-25,696.65

	Current	Proposed	Proposed
HOTEL OCCUPANCY TAX FUND			
Balance Fwd	29,000.00	71,993.41	42,993.41
Revenues			
Hotel Occupancy Tax	400,000.00		
Interest	1,500.00		
Total	430,500.00	473,493.41	42,993.41
Expenses			
Advertising	500.00		
Christmas Lighting Displays	12,104.38		
City Sponsored Events			
Historic Districts Marketing	9,000.00		
Signage	8,500.00		
Dues and Fees	6,000.00		
TXF to Debt Service	92,410.00		
RV/ Parking Lot	50,000.00		
Txf to General Fund		2,200.00	2,200.00
TXF to Event Center	67,285.62		
Grants	184,700.00	216,771.25	32,071.25
Total expenses	430,500.00	464,771.25	34,271.25
Balance Fwd	0.00	8,722.16	
WASTEWATER UTILITY FUND			
Balance Fwd	5,000,000.00	5,744,421.16	744,421.16
Revenue			
TXF from TWDB	8,795,000.00		
Wastewater Service	794,112.60		
Late Fees/Rtn check fees	4,000.00		
Portion of Sales Tax	635,614.99		
Delayed Connection Fees	159,200.00		
Line Extensions			
Solid Waste	0.00		
PEC	120,000.00		
ROW Fees	15,000.00		
Cable	134,500.00		
TX Gas Franchise Fees	3,000.00		
Transfer fees	3,500.00		
Over use fees	66,068.31		
Reuse Fees			
Interest	45,000.00		
Other Income	35,000.00		
Water Income	1,742.76		
Total Revenues	15,811,738.66	16,556,159.82	744,421.16
Expense			
Administrative and General Expense:			
Administrative/Billing Expense	110,400.00		
Legal Fees	30,000.00		
Auditing	10,000.00		
Regulatory Expense	3,500.00		
Planning and Permitting	50,000.00		
Engineering:			
Engineering & Surveying			
Construction Phase Services HR TEFS	30,000.00		
Misc Planning/Consulting 1431-001	7,500.00		
2nd Amendment CIP	5,000.00		
Sewer Planning CAD 1971-001	25,000.00		
Water Planning	10,000.00		
Parallel West Interceptor Design& Cost	150,000.00		
TLAP Renewal application	3,000.00		
Dues, Fees and Subscriptions	0.00		
TXF to Water Fund	12,000.00		
Operations and Maintenance:			
Routine Operations	80,000.00		
Non Routine Operations	50,000.00	150,000.00	150,000.00
System Maintenance & Repair	20,000.00		
Chlorinator Maintenance	2,500.00		
Chlorinator Alarm	1,000.00		
Odor Control	12,500.00		
Meter Calibrations	700.00		
Lift Station Cleaning	9,000.00		
Jet Cleaning Collection lines	15,000.00		
Drip Field Lawn Maintenance	10,000.00		
Drip Field Maintenance & Repairs	20,000.00		
Lift Station Maintenance & Repairs	20,000.00	40,000.00	40,000.00

	Current	Proposed	Proposed
WWTP/Pump Repairs	32,500.00	50,000.00	50,000.00
Chemicals	8,000.00		
Electricity	45,000.00		
Laboratory Testing	25,000.00		
Sludge Hauling	80,000.00		
Phone	6,000.00		
Supplies	10,000.00		
Equipment	4,000.00		
Wastewater Flow Measurement	9,000.00		
Other Expense	5,000.00		
Capital Projects:			
Road Reconstruction	10,000.00		
HR Treated Effluent Fill Station 1873-001	125,000.00		
Parallel West Interceptor	1,600,000.00		
Other:			
Reimbursement to Caliterra Oversize of West Interceptor	500,000.00		
TWDB Engineering:			
West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00		
East Interceptor 1951-001	100,000.00		
Effluent HP 1952-001	125,000.00		
Reclaimed Water Facility 1953-001			
WWTP Design Assistance	75,000.00		
So Regional WW System Exp P&M 1923-001	40,000.00		
Miscellaneous:			
Consultants and Legal	680,000.00		
TWDB Capital Projects:			
West Interceptor, So Collector and LS and FM	2,000,000.00		
East Interceptor	25,000.00		
Effluent Holding Pond	1,500,000.00		
WWTP	4,000,000.00		
Total Expense	11,941,600.00	12,181,600.00	240,000.00
Balance Forward	3,870,138.66	4,374,559.82	
WATER			
Revenue			
TXF from Wastewater Fund	12,000.00		
Total Revenue	12,000.00		
Expense			
Operating and Maintenance	12,000.00		
Total Expense	12,000.00		
Balance Forward	0.00		
TWDB FUND			
Balance Forward	1,000.00	787.27	-212.73
Revenues	8,795,000.00		
Interest	500.00		
Total revenue	8,796,500.00	8,796,287.27	-212.73
Expenses			
Escrow Fees	1,000.00	300.00	-700.00
Expenses	8,795,000.00		
Total Expenses	8,796,000.00	8,795,300.00	-700.00
Balance Forward	500.00	987.27	
IMPACT FUND			
Bal Fwd	2,638,325.17	3,089,768.25	451,443.08
Revenue			
Impact Fees	242,560.00		
Impact Fee Deposits			
Interest Income	25,000.00		
Total	2,905,885.17	3,357,328.25	451,443.08
Expense			
TXF to Debt Service 2015	733,288.20		
TXF to Debt Service 2019	958,553.00		
Total expense	1,691,841.20	1,691,841.20	0.00
Total Bal Fwd	1,214,043.97	1,214,043.97	

	Current	Proposed	Proposed
DEBT SERVICE FUND 2015			
Bal Fwd	841,062.67	845,567.04	4,504.37
Revenue			
TXF from Impact Fund	733,288.20		
Interest	8,000.00		
Total Revenue	1,582,350.87	1,586,855.24	4,504.37
Expenses			
Debt Payment 2015	729,182.20		
Total Expense	729,182.20	729,182.20	0.00
Balance Fwd	853,168.67	857,673.04	4,504.37
DEBT SERVICE FUND 2013			
Bal Fwd	95,372.15	96,177.92	805.77
Revenue			
TXF from HOT	92,410.00		
Interest	1,200.00		
Total	188,982.15	189,787.92	805.77
Expense			
Tax Series 2013	90,107.50		
Total Expenses	90,107.50	90,107.50	0.00
Balance Fwd	98,874.65	99,680.42	0.00
DEBT SERVICE FUND 2019			
Bal Fwd	934,598.47	939,303.11	4,704.64
Revenue			
TXF from Impact Fees	958,553.00		
Interest	2,000.00		
Total	1,895,151.47	1,899,856.11	4,704.64
Expense			
Tax Series 2019	933,553.00		
Total Expenses	933,553.00	933,553.00	0.00
Balance Fwd	961,598.47	966,303.11	966,303.11
PEG FUND			
Balance Fwd	105,777.27	112,632.00	6,854.73
Revenues			
TWC	27,200.00		
Interest Income	1,200.00		
Total Revenues	134,177.27	141,032.00	6,854.73
Expense	0.00	0.00	
Total expense		0.00	0.00
Balance Fwd	134,177.27	141,032.00	0.00
RESERVE FUND			
Balance Fwd	1,303,727.01	1,310,195.16	6,468.15
Revenue			
TXF from General Fund	125,000.00		
Interest	12,000.00		
Total	1,440,727.01	1,447,195.16	6,468.15
Expense			
Expense	0.00		
Total Expense	0.00		0.00
Balance Fwd	1,440,727.01	1,447,195.16	

	Current	Proposed	Proposed
TIRZ 1			
Balance Forward	183,286.56	371,479.73	188,193.17
Revenues			
City AV	88,602.29		
County AV	183,794.71		
City for GAP Escrow	250,000.00		
Interest Income	500.00		
EPS Reimbursements	19,200.00		
Total Revenue	725,383.56	913,576.73	188,193.17
Expense			
TIRZ Expense			
Project Management/Misc Costs	75,500.00		
Project Administration P3 Works	35,000.00		
Legal Fees	20,000.00		
EPS	30,000.00		
MAS	22,500.00		
HDR	120,700.00		
Misc Consulting	25,000.00		
Creation Cost Reimbursements	0.00		
TXF to GAP Escrow	250,000.00		
Total Expense	578,700.00	578,700.00	0.00
Balance Forward	146,683.56	334,876.73	188,193.17
TIRZ 2			
Balance Forward	126,995.25	38,321.60	-88,673.65
Revenue			
Interest Income	200.00		
City AV	64,722.91		
County AV	132,818.09		
Total Revenue	324,736.25	236,062.60	-88,673.65
Expense			
Reimbursements	0.00		
Total Expense	0.00	0.00	0.00
Balance Forward	324,736.25	236,062.60	



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

Submitted By: Lisa Sullivan, Communications Director & Michelle Fischer, City Administrator

Council Meeting Date: February 16, 2021

Agenda Item Wording: **Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas Amending the Current 2020-2021 Fiscal Year Budget.**

Agenda Item Requestor: Lisa Sullivan, Communications Director

Summary/Background: We are currently budgeted to move our website and content management system (CMS) to a new provider. We based our current budget on the Municode website platform. However, since the budgeting process, we've had numerous demonstrations with CivicPlus, the leader in the field for municipality websites. While the cost for CivicPlus is more than Municode, given their focus in city government and included features and training, we believe this is the best platform to grow with us.

CivicPlus is a leading developer of municipal websites in the United States, with over 4,000 clients. Their sole focus is the municipal sector, including counties, cities, townships, villages, boroughs, special districts, and municipal related associations.

Their platform and CMS is very intuitive and easy to use. It will be easy for staff to complete tasks, while also providing a design that is user-friendly for residents and businesses in Dripping Springs.

CivicPlus can grow with the City, with modules that can be added such as Civic Rec for Parks and Community Services, HR employee modules, and more.

We have 2-3 current employees in the City of Dripping Springs who have used CivicPlus before and recommend it.

Their proposal and cost also includes three separate and customized subsites: Ranch Park; Founders Day; Rodeo.

They also have intranet options, so internal communication is more seamless and easier.

Cost/Budget Difference

The fee for Municode is \$4,425 vs \$6,625 for CivicPlus.

We have budgeted \$4,425, so the additional for CivicPlus is \$2,200 per year.

We did a survey of our site, and 33-percent of the content can be categorized as visitor/tourism content. Given that, a third of the total cost for website development can be paid through Local Hotel Occupancy Tax (HOT) Funds. A third of \$6,625 is \$2,208 – the difference needed to cover the budget deficit.

So, HOT funds are recommended to be used to cover the cost difference.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Staff recommends approval.

Attachments:

CivicCMS proposal for website redesign, development, and implementation services and CivicPlus Agreement.

Next Steps/Schedule:

Send ordinance to City Secretary for execution; send CivicPlus agreement to City Attorney to review.



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: February 16, 2021

Agenda Item Wording: **Discuss and consider An Ordinance of the City of Dripping Springs, Texas Amending the Current 2020-2021 Fiscal Year Budget.**

Agenda Item Requestor: Jenny Pack, Executive Director, Dr. Pound Historical Farmstead

Summary/Background: The City previously approved a Local Hotel Occupancy Tax Grant Funding Agreement with the Dr. Pound Historical Farmstead. The agreement awarded \$4,700 for advertising and preservation project expenses. The museum's board (Friends of the Pound House Foundation) recently approved its 2021 budget and Jenny Pack, Executive Director, worked with city staff to review the budget and determine expenditures eligible for local hotel occupancy tax funds.

The museum's revenues last year were significantly reduced due to the pandemic preventing the museum from holding several events that would have generated significant revenues. Additionally, construction activities by the city in Founders Memorial Park interrupted their operations and caused a loss of revenue for the museum. The ongoing pandemic is expected to significantly impact the museum's revenues in 2021.

The museum's board has requested the City Council consider amending the grant agreement to add \$41,571.25 in hotel occupancy tax grant funds. This includes the following: \$13,371.25 for preservation projects; \$9,200.00 for advertising; and \$19,000 for administrative costs related to staffing.

Additional funds need to be authorized in a budget amendment. If approved, City Staff will draft an amendment to the Local Hotel Occupancy Tax Grant Funding Agreement with the Dr. Pound Historical Farmstead for consideration at the March 9th City Council meeting.

City Staff recommends assisting the museum with its request due to the extraordinary circumstances it has experienced in the past year. It should also be noted that the board may apply for Fiscal Year 2021-2022 Local Hotel Occupancy Tax Grant Program funds to be awarded with the city's approval of the budget and funded in October 2021. This could provide

additional hotel occupancy tax grant funds for the last three months of its budget year.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Staff recommends approval of amending the budget to authorize \$32,071.25 in additional hotel occupancy tax program grant funding to the Dr. Pound Farmstead, including the following: \$13,371.25 for preservation projects; \$9,200.00 for advertising; and \$9,500 for administrative costs related to staffing.

Attachments:

Dr. Pound Farmstead request letter for additional funding and the museum’s 2021 budget with notes on expenditures eligible for hotel occupancy tax funding and the additional funds being requested.

Next Steps/Schedule:

Execute budget amendment and draft an amendment to the grant agreement.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2020-2021 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2020-2021; and

WHEREAS, the City has had an increase in sales tax revenues from projected and had increased expenditures for IT equipment, land and parks projects, emergency management costs, personnel, and wastewater expenses; and provided a grant from Hotel Occupancy Tax, while reducing Economic Development and Strategic Partnership Agreement transfers; and

WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

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

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

Adjusted actual beginning balances in all accounts.

General Fund Changes:

- Increased Budgeted Sales Tax Revenue
- Increased Software and IT Equipment
- Added Grant Writer cost for Old Fitzhugh Rd Improvement Project
- Increased Land Acquisition for appraisals and title policy for Rathgeber Park
- Increased Emergency Management to connect Generator at Dripping Springs Ranch Park
- Added Payroll adjustments for new personnel.
- Increased Financial Services and Building Inspector costs.
- Reduced Economic Development and SPA transfers.
- Reduced Transfer from Capital Improvements and added Transfer to Capital Improvements.

Wastewater Fund changes:

- Increased budgeted amounts for Non routine operations, maintenance and repairs for the Lift Stations and Wastewater Treatment Plant.

Hotel Occupancy Tax Amount:

- Increased Grant amount for Dr. Pound Historical Farmstead

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 16th day of February 2021, by a vote of ___ (*ayes*) to ___ (*nays*) to ___ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary


CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-14068-1

Date:

1/14/2021 11:03 AM

Expires On:

2/28/2021

Product:

CivicCMS

Client:

Dripping Springs TX - CivicCMS

Bill To:

Dripping Springs TX - CivicCMS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	x785.323.4713	rjones@civicplus.com		Net 30

CivicCMS - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicCMS Standard Annual	CivicCMS Standard Annual	Renewable
3.00	CivicCMS Department Sub-Sites Annual	CivicCMS Department Sub-Sites Annual	Renewable
1.00	CivicCMS Standard Implementation	CivicCMS Standard Implementation	One-time
1.00	CivicCMS Full Content Development	CivicCMS Content Development for XXX pages	One-time
1.00	CivicCMS Agendas & Minutes Migration - 100 Meetings	Content Migration - Agendas & Minutes - Per 100 Meetings	One-time
3.00	CivicCMS Department Sub-Sites One-Time Design	CivicCMS Department Sub-Sites One-Time Design	One-time

Chart of Payments

	Annual Subscription Charges	CPA Yearly Charge	Total Annual Billing
Year One	USD 3,500.00	USD 3,125.00	USD 6,625.00
Year Two	USD 3,500.00	USD 3,125.00	USD 6,625.00
Year Three	USD 3,500.00	USD 3,125.00	USD 6,625.00
Year Four	USD 3,675.00	USD 3,125.00	USD 6,800.00

10 Supported Users included.

Civic Payment Agreement Terms & Conditions

Client Agreement

This License and Service Agreement (“Agreement”) sets forth the agreed upon terms and conditions under which CivicPlus, LLC (“CivicPlus”) will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work (“SOW”).

Term and Termination

1. This agreement shall be for a three-year period, starting at signing, and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the “CMS”) and its associated applications and modules. CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Upon completion and delivery of the website to Client, Client will assume full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

Billing & Payment Terms

9. The project charges include the one-time development costs and the annual services (3,500.00) as detailed on Exhibit A. The client has elected to spread these charges over three fiscal years as follows:
 - a. USD 17,125.00 will be invoiced after this agreement is signed.
 - b. USD 6,625.00 will be invoiced twelve months from the date of signature.
 - c. USD 6,625.00 will be invoiced twenty-four months from the date of signature.
10. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 4 of service.

11. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.

12. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.

13. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

14. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

Marketing

15. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages.

16. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Liability

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

22. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

23. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

Miscellaneous

24. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.

25. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax



CIVICCMS[®]

City of Dripping Springs, TX

Website Redesign, Development, and
Implementation Services

Presented by
Richard Jones
rjones@civicplus.com
(785) 323-4713

Letter of Introduction

Lisa Sullivan
Communication Director
City of Dripping Springs
511 Mercer St
PO Box 384
Dripping Springs, TX 78620

January 27th, 2020

Dear Lisa,

I am delighted to submit this quote for a website redesign for the City of Dripping Springs.

CivicPlus is the leading developer of municipal websites in the United States, with over 3,500 clients. Our sole focus is the municipal sector, including counties, cities, townships, villages, boroughs, special districts and municipal related associations.

As you consider your options, I did want to highlight the following:

- We have 100+ municipal clients throughout the state of TX
- You will receive a custom new design and layout, built in Responsive Design, to accommodate the various sizes of mobile and tablet devices currently in use.
- This proposal includes full content development, migrating existing pages and building out new content, as provided.
- We offer two-way integration with Social Media.
- Our CMS is very intuitive, and we believe the easiest to use in the industry.
- We can also provide optional software for a variety of online services such as Emergency Notifications and Agenda Management.

We are committed to forming a long-term partnership with the city, providing a cost-effective upgrade to your website now while planning for future challenges as your needs evolve. I look forward to having the opportunity to present our services and demo our applications.

Sincerely,



Richard Jones
Trusted Solutions Advisor Representing Texas
rjones@civicplus.com

Executive Summary

The following is a brief overview of what we feel are our key differentiators and what has led to our national success serving the municipal sector.



Created to Meet Your Needs

Developing your new website under the Open Source Initiative provides CivicCMS with the flexibility to develop new features and modules to help you meet your goals and vision.



Our Drupal Platform

CivicPlus will develop your site on one of the industry's most trusted open source platforms, Drupal. It is the platform of choice by national, state, and local governments all over the world.



We Build Long-Term Relationships

Our partnership with you is only beginning at go-live! We provide ongoing customer support and our Account Management team will work with you to help you evolve your web environment throughout your relationship with CivicPlus.



Easiest System for Updating & Adding New Content

Your new CivicCMS website will be specifically designed for ease-of-use so your staff, regardless of their technical skill level, can maintain and update your new website easily and efficiently.



Custom & Responsive Design

Your custom-designed website will be fully responsive on multiple devices including smart phones, tablets and wide screen monitors.



Useful & Relevant Modules

CivicCMS is flexible and scalable to grow with your web environment at your speed and need without extra features and functionalities that are not as relevant.



Affordable Cost, Flexible Payments

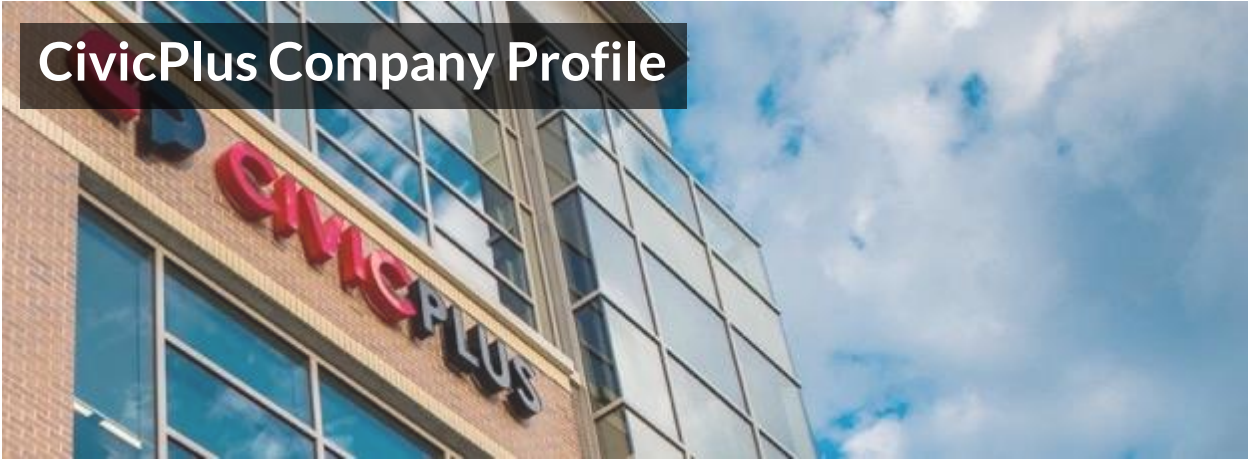
We understand the fiscal challenges municipalities face on a daily basis, so CivicPlus offers payment options to meet your budgeting needs.



Security and Protection—Priority One!

Our Tier IV secure hosting facilities are monitored 24/7 and your website is backed up daily off-site. We deploy state-of-the-art hardware and software to prevent DDoS and hacking attacks to protect your investment.

CivicPlus Company Profile



CivicPlus is the leading national provider of local municipal websites—the most innovative, user-friendly and comprehensive source for engaging constituents online. Our clients' solutions are based on the latest in web coding technologies. They function across all major browsers, platforms (including mobile) and incorporate engaging features such as social media integration.

CivicPlus was founded over 20 years ago. Today, we have 350 staff members and continue to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 4,000 clients and over 70,000 users. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting.

Your new website will convey a sense of place for your community, be visually appealing and utilize the latest technology to provide a convenient source of information to communicate and engage your community so they can find the information they need, when they want it.

Why should the City of Dripping Springs choose CivicPlus to achieve its vision?

- We are driven by client service, not billings. Our goal is to become your trusted partner and deliver what you need.
- We set the industry standard and have the reputation to back it up, for helping governments better connect with citizens and constituents and we will bring that same expertise to your project.
- We deliver in-house professional services to provide direction for your vision, alignment, consistency and peace of mind knowing your website will be what you need today and tomorrow.
- We develop highly usable, mobile responsive sites so your website is available anywhere at any time.

- We create a website specific to how you and your citizens will use it and design it to be both end-user and maintenance friendly. We securely host your site in our state-of-the-art facilities – keeping it safe. We exceed industry standards maintaining over 99.9% up time for our clients' websites!
- Our proven step-by-step implementation process has been effective for clients throughout the United States, Canada and Australia.

Since our inception nearly 20 years ago, our focus has been and continues to be, helping local governments work better and that involves knowing what you need to be successful in your procurement process. From the RFP process and finalization interviews to contract negotiation and approval to accounting and billing, CivicPlus brings the experience and familiarity with procurement processes to help keep your project moving forward and moving smoothly.



In the last four years, CivicPlus clients have been honored with more than 290 top website awards. With a concentrated focus on e-government, transparency, usability, functionality, unique design and Web 2.0 technologies, your municipality cannot only receive the rewards that come from a seamless communications platform, but also the honor of industry and peers.

Through the implementation of strategic website solutions CivicPlus clients have won top awards from the nation's premier government associations.

- City-County Communications & Marketing Association (3CMA)
- National Association of Government Webmasters (NAGW)
- National Association of County Information Officers (NACIO)
- California Association of Public Information Officials (CAPIO)
- Center for Digital Government Digital Counties Survey
- Public Technology Institute
- Best of the Web Awards

Here is a link to some of our award winners:

<https://www.civicplus.com/local-government-website-awards>



We Make Government Work Better.

Project Goals & Guidelines

Overall Project Goals

- 1.) Your new CivicCMS website will be a fully custom, modern responsive design utilizing a feature-rich content management system (CMS). We believe our platform is the best value for our customers and is tailor-made for the small government market, in which municipal staff juggle many roles and often lack enough technological support. Our websites are easy to use, easy to maintain, and will meet or exceed the City's needs.
- 2.) Our expert designers will guide your team towards the perfect homepage design and consistent user experiences for all departments and subpages. Google Analytics is integrated with the CivicCMS platform to track website performance after launch.
- 3.) Ability to limit the number of content administrators you may configure within the system. Our user account system offers many ways to control access to your department pages and allows each group to manager their own material. Advanced, site-wide administrators may support these individuals, as needed, in addition to performing higher level management of the website.
- 4.) Your CivicCMS website is highly ADA compliant upon launch. We have partnered with accessibility services provider AudioEye to offer additional functionality for those clients who prioritize compliance beyond our existing best practices.
- 5.) Our Drupal-based platform enables us to deliver new functionality to our customers over time. Many additional modules or advanced features may be leveraged at a future date, once the city is ready to build upon our base implementation.
- 6.) We proudly meet the rigorous security and infrastructure standards demanded by thousands of government entities for their websites and related applications.

Project Guidelines

- 1.) You will work with our designers to achieve a unique homepage for the city that combines graphical and navigation elements in a refreshing and functional way. We do not restrict you to a certain number of mockup iterations during the ideation process.
- 2.) You will approve department/subpage formatting during the design process. The training process will guide website administrators how to maximize functionality within these general parameters of the page, including how to add photos where desired.

- 3.) The CivicCMS platform is easily managed by users of all comfort levels. Editing pages is comparable to editing Word Documents. Our team regularly trains municipal staff, and we understand how internal processes can be complemented or streamlined with our platform and, therefore, adapt training to match our customers' needs.
- 4.) The search module quickly scans all pages AND uploaded files for your keywords, saving time for both residents and the city staff members who use or manage website content. Google Analytics is included with every CivicCMS implementation.
- 5.) We frequently connect residents with 3rd party services. A cursory review of the city website, CivicCMS will have the ability to expand services as the town grows.
- 6.) Your new CivicCMS website uses responsive design. The content will adjust itself for any size screen or device. Your administrators can perform edits on mobile devices and tablets, as well.
- 7.) Our team is prepared to migrate all of your current website material to the new environment. Two general exclusions, however, include audio files and video files (if applicable). These file types must be stored externally. CivicCMS includes a popular integration with YouTube and Vimeo for adding video players on department pages.
- 8.) Your website will be hosted in a state-of-the-art, Tier 4 facility, with N+2 power, cooling, generators, armed guards and manned 24/7/365. More information is available in the "Support, Maintenance & Hosting" section of this document. Regarding emails, our webform module protects staff and board member addresses from abuse.
- 9.) The CivicCMS platform is based in Drupal, one of the most popular open-source frameworks used by government entities for their websites.
- 10.) We can create private, staff-only content just as easily as we can build your public-facing department pages. An intranet may be constructed prior to website launch or in the future when you are ready. Admins can be trained to do this without our assistance.

Other Comments

Requirements: This proposal includes all costs necessary to operate your CivicCMS website. Your team must simply use modern devices and updated internet browsers to access and utilize the online content management system's interface.

Training: Training for all staff (no limit on # of administrators)

Typical Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your CivicCMS new website. Your exact project timeline can vary based on determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, approval dates kept, and other factors.

Based on our experience, the estimated timeline for the successful completion of your CivicCMS project is approximately **12-15 weeks**.

Implementation Phase	Timeframe	Deliverables
Phase 1 Strategy Sessions & Discovery	1 Week	<ul style="list-style-type: none"> Define Core Objectives Needs Assessment
Phase 2 Design & Architecture	3-4 Weeks	<ul style="list-style-type: none"> Design Meeting with Client Website Committee Homepage Options & Layout Subpage Design and Layout Finalize Design (once you are completely satisfied)
Phase 3 Site Implementation	2-3 Weeks	<ul style="list-style-type: none"> Identify Global and Cascading Navigation (and related links) Implement Design within CivicCMS
Phase 4 Content Development	4-5 Weeks	<ul style="list-style-type: none"> Migrate Agreed Existing Content
Phase 5 Training & Education	1 Week	<ul style="list-style-type: none"> Sessions for Content Editors and Site Administrators Group and Individual Sessions
Phase 6 Deployment & Go-Live	1 Week	<ul style="list-style-type: none"> Final Quality Check of Website Install and Activate Selected Modules DNS & SEO Activities

Content Management System (CMS)



Our exclusive **CivicCMS** software has been built using the open source Drupal platform and has been customized solely for municipal use. We have created unique content types and modified dozens of modules to conform to the needs of local governments.

Drupal is the most common website platform in use by national, state and local governments all over the world. Many large cities (such as San Francisco, Boston, and Los Angeles), and hundreds of towns have committed to migrating their websites to Drupal. Recently, the state of Massachusetts upgraded all of their websites onto the Drupal platform. Other Drupal websites include the White House, Homeland Security, FEMA, dozens of other Federal Departments, and the States of Georgia and North Carolina.

Please view the next two pages for examples of our features and modules.

Interactivity

Our CMS comes equipped with numerous tools and modules to maximize the interactive experience between visitors and your website content. Examples include:

I. Email Broadcast of New Content

Email notification lists are managed within the Drupal platform, allowing our clients to create lists for visitors to sign up (i.e., News & Notices, Urgent Alerts, Board Agendas/ Minutes, etc). There is no limit to the number of lists you can create; our CMS maintains each list individually. Postings can be made from any computer/mobile device and can be scheduled in advanced. We can bulk load any current lists into our CMS.

II. Calendar

Our CMS houses an intuitive calendar feature. Allowing staff to create multiple calendars for various meetings and events. Ability to integrate with Google Maps, attach documents and also equipped with built-in YouTube Video Players.

III. Text Messaging

Our system allows clients to send out text messages for city alerts at no additional cost.

IV. Webforms Module

Incorporated into our CMS is a webforms application that allows clients to create fillable forms and surveys for a variety of needs. Every online submission goes into immediately into a database and may be routed to one or more email accounts simultaneously.

V. Payment Systems Integration

Our system allows clients to continue using Payment Systems with an iFrame or an embed.

VI. Cabinet

Department content storage area. Allowing staff to delete multiple published content from one location.

A full list of the available apps and modules is provided on the next page.



The support has been amazing from day one. We worked closely with your employees during initial setup stages, creating the webpage, training, and for follow-up. Your team of employees know what the City was looking for and created it with ease.

Felicia B., Aberdeen, MD

Available Apps & Modules

Constituent Communication Apps

E-Alert Center	Document Center	Calendar Center	Webforms Center
Notify Me	Bid Postings	FAQs	Interactive Maps
Job Postings	Business Directory	Recyclopedia	Facebook Integration
Service Requests	Twitter Integration	Google Translate	Sharing Widget
RSS Feeds	Agenda Builder	Comment Center	Advanced Search Engine
Surveys & Polling	Trash/Recycling Week	Quick Links	VTS Blog

Design & Graphics Modules

Responsive Design	Bulletin Boards	Photo Gallery	Embedded Video
Mega Menus	Custom Subsites	Help Centers	ADA Compliance
Dynamic Breadcrumbs	Captioning/ALT Tags	Image Library	Printer Friendly

Content Management Features

WYSIWYG Editor	'Review On' Dating	Schedule Publishing	Schedule Expiration
Image Editor	Versioning	Taxonomy	Staff Intranet
Previewing	Auto Cascading	Persistent Navigation	Dynamic Site Map
Forms Builder	Tags/Views	Menu Manager	Font Creator

Administration & Security

Roles & Permissions	Content Workflow	CAPTCHA Secure	Archive Center
Broken Links Report	Audit Trail/History Logs	Domain Management	Google Analytics
Secure Site Gateway	Link Checker	In-Site Documentation	Password Secure

Support, Maintenance & Hosting



Our proposal is to train your staff to maintain the website once it is fully built out and to provide ongoing support to them as needed. Our content management system is very intuitive, and documentation is built into each form. Staff training is conducted online and will be a combination of small group sessions and individual instruction. There will be a separate session for site administrators. CivicPlus will also supply training manuals for those preferring written documentation.

Our proposal also includes the ongoing hosting of the website in a secure environment.

Support & Maintenance

Once the new website is live, staff will be responsible for updating the content. As part of this proposal, we will provide unlimited, ongoing customer support for your core staff members. Each member can contact us via phone or email Monday-Friday, 8:00 a.m. to 5:00 p.m. EST or any type of assistance building or editing content. This is no limit to the amount of assistance we would provide.

We also offer an Online Support Center which includes a variety of short online videos, quick reference guides, webform examples and useful tips. CivicPlus also provides no-cost monthly online webinars for any other employees or board members designated to maintain part of the website. Each webinar session is 30 minutes long and every month includes a basic session for new employees/new users along with some specialized topics. Staff can take the sessions at their workstations and interact with the trainer via phone.

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

We encourage our clients to submit suggestions. These will be added to our development roadmap and addressed if both appropriate and possible. We have yet to charge any of our clients for the implementation of their suggestions, as long as they can be used across our client base.

Our clients do not host their website internally. All of our websites are hosted by us in conjunction with a third-party managed solution, Contegix, a national hosting provider specializing in the Drupal Platform (www.contegix.com). This will allow us to maintain strict control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website would be hosted at their Reston, VA data center. This is a state-of-the-art, Tier 4 facility, with N+2 power, cooling, generators, armed guards and manned 24/7/365. The systems have redundant power supplies and disk arrays with a hardware RAID card. For hosting we utilize an OpenStack based cloud that is fully redundant. The server that would host your site is a dedicated CivicCMS server that utilizes 12 webheads and a load balancer to account for traffic surges as needed. It is a multitenant server, all municipalities utilizing the same CMS. Your website is backed up daily to a Contegix data center in Las Vegas, Nevada.

We are committed to 99.9% uptime and rapid response to any technical issues that may arise. For any technical issues or needs, clients have 24/7 access to our support team.

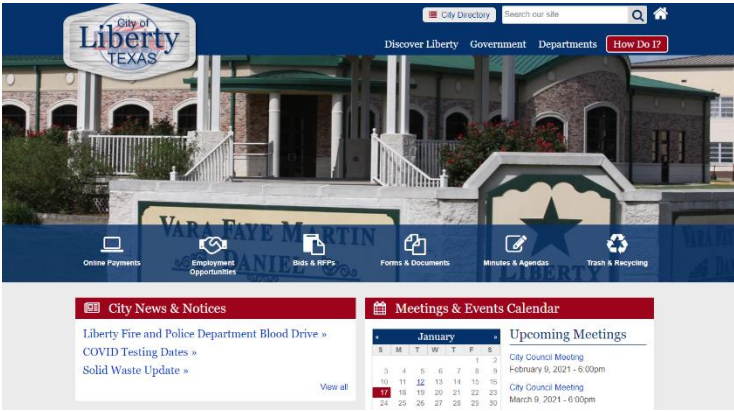
Occasionally our clients encounter natural disasters such as tornadoes or tropical storms, and man-made crises (Newtown, CT, Parkland, FL). In all cases, our staff is committed to take on an active webmaster role as needed at no cost to our clients.

Hosting	Support	CMS Applications & Maintenance
Secure Host in Blackmesh Data Center	Customer Support, 8AM-6PM EST, Monday-Friday	Automatic Upgrades of Enhancements
Shared Web/SQL Server, Load Balancing	24/7 Emergency Support	Install Service Patches, as Applicable
Redundant ISP	Dedicated Support Personnel	Ongoing Module Upgrades
24/7 Monitored Facility	Max 2 Hr. Response for Customer Support	Core Drupal Upgrades, as Applicable
Redundant Power Supplies with Backup Generator	Built in Training Documentation within CMS	Full CMS Licensing
Mirrored Backup Server to Nevada Center	Monthly User Tutorials	New Features Roadmap
99.999% Uptime	Periodic User Group Meetings	Staging Environment for All Testing
Intrusion Detection & Protection	Newsletters & Email Notices	SSL Certificates

Partial List of Clients in Texas

- Killeen TX
- Midland County TX
- Taylor County TX
- Randall County TX
- Odessa TX
- Wichita Falls TX
- Fields Association TX
- Lost Pines Groundwater Conservation District TX
- Rockwall County TX
- Flower Mound TX
- Victoria TX
- Wise County TX
- San Marcos Intranet TX
- San Marcos TX
- Rowlett TX
- Port Arthur TX
- Hood County TX
- Val Verde County TX
- Bedford TX
- Bedford Intranet TX
- Texas City TX
- Port of Galveston
- Leander TX
- Erath County TX
- Coppell TX
- Huntsville TX
- Huntsville EDC TX
- Huntsville Tourism and Cultural Services TX
- The Colony TX
- Hurst Creek Municipal Utility District TX
- Rosenberg TX
- Texarkana TX
- Lancaster TX
- Nacogdoches TX
- La Porte TX
- Little Elm TX
- My Little Elm News TX
- Friendswood TX
- Eagle Pass TX
- Big Spring TX
- Weatherford TX
- Greenville TX
- Paris TX
- San Benito TX
- Corsicana TX
- Balch Springs TX
- Kerrville TX
- Plainview TX
- Benbrook TX
- Sachse TX
- Saginaw TX
- Brownwood TX
- Alice TX
- Angleton TX
- Dickinson TX
- Universal City TX
- Converse TX
- Midlothian TX
- Andrews County TX
- Murphy TX
- Bay City TX
- Fate TX
- South Houston TX
- Bellaire TX
- Mineral Wells TX
- White Settlement TX
- Mount Pleasant TX
- Gainesville TX
- Brenham TX
- Cibolo TX
- Taylor TX
- Portland TX
- Highland Village TX
- Seagoville TX
- West University Place TX
- Hutto TX
- Forney TX
- Jacksonville TX
- La Marque TX
- Henderson TX
- Hewitt TX
- Levelland TX

Client Examples | All Designs Are Custom



City of Liberty, TX

<https://cityofliberty.org>

MOBILE RESPONSE DESIGN!
Take a look!



City of Navasota, TX

<https://navasotatx.gov>

MOBILE RESPONSE DESIGN!
Take a look!



City of Ferris, TX

<https://ferristexas.gov>

MOBILE RESPONSE DESIGN!
Take a look!

Accessibility

ADA Section 508 Compliance

We provide highly compliant sites based on WCAG 2.0 AA guidelines. Our focus is to provide a high degree of compliance to maximize accessibility for all users while providing freedom to create a visually rich and appealing site.

Our approach for each website includes the following steps:

- We will deliver you a site that is free of all “Errors” as defined by the standard for industry accessibility checking: <https://wave.webaim.org/>
- Whenever possible we will use text-based fonts to replace graphics for design elements such as icons, links, and buttons.
- Our designs will focus on color schemes that will satisfy required color contrast requirements.
- Our CMS has been built to require “Alt Tags” whenever images are uploaded.
- Our trainers will use CivicPlus best practices to teach your staff to keep your content and design elements accessible and up to date with the latest ADA/WCAG standards.
- PDFs need to be saved in an accessible format. While the responsibility for this lies with our clients, we will provide instructions to your staff for the best way to accomplish this.
- Our product team closely follows changes in regulations and updates our best practices as well as provides regular updates to clients via our CivicPlus website, webinars, and other publications.
- Ongoing Scans – we think it is a best practice to occasionally scan your site to check ongoing compliance. Our customer support team will show you how to scan your site or will run periodic scans upon request.

Costs & Deliverables

CIVICCMS Website Package

Graphic Design

- Custom Website Design
- Custom Design; Fully Responsive Format (Smart Phones, Tablets)
- 3 Individual & Custom Subsites

Content Development

- Full Migration of All Content from City Website and all Three Subsites
- Migration of up to 250 Files
- Migration of 2019-2021 Minutes and Agendas

Staff Training

- Online Training, as needed; Minimum One Day (8 hours)
- Full Access to Library of Videos/Documentation

Supplemental Modules at No Cost

- Bids/RFP's
- Recyclopedia
- Intranet
- Text Alerts
- Email Notifications
- Agenda Manager
- Popular Pages
- Business Directory

Secure Hosting

- SSL Certificates
- Tier 4 Data Center
- Nightly Offsite Backups
- Intrusion Detection, DDoS Mitigation

Ongoing Customer Support

- Unlimited Live Support for Up to 10 Users
- Unlimited Number of Content Editors
- Online Helpdesk
- Free Monthly Webinars
- 24/7 Technical Support

CIVICCMS Application

- Annual CMS Usage License
- Unlimited Number of Content Editors
- Periodic Module Upgrades
- Full Maintenance & Service Patches
- ADA Compliant

Also Includes

- Apache Solr Search Appliance
- Google Analytics
- E-Subscriber Mail Lists
- Social Media Integration
- Web Forms Builder
- iFrame existing Payment System
- No Storage Limit on Future Pages & Files

Year One Investment: \$ 16,000

- Website Development/Training: \$12,500
- Annual Fees: \$3,500

Alternate Payment Option: Page 18

Annual Services

Hosting, Support & Maintenance

Each year of your contract, you'll receive system enhancements, maintenance, optimization, and have full access to our support staff so your site stays up to date with our latest features and functionality. (Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 and beyond)

- Secure Hosting and Security Services
- Software maintenance including service patches and system enhancements
- 24/7 technical support and access to the Online Help Center
- Unlimited Live Customer Support for up to 10 Designated Users
- Account Management Team for ongoing support and web environment evolution

Website Project Alternative Pricing

The CivicPlus Advantage (CPA) payment alternative payment plan provides zero interest dividing the One-Time Implementation Investment expense of your project over the four (4) years of your contract to assist with your initial out of pocket expense and budget allocation. Each payment also includes your Annual Hosting/Maintenance Services.

1st Year	\$6,625	3rd Year.....	\$6,625
2nd Year.....	\$6,625	4th Year.....	\$6,800

(Annual plus 5% Technology Increase Beginning in Year 4)

From: [Dr. Pound Farmstead](#)
To: [Michelle Fischer](#)
Cc: [Betty Meyer](#)
Subject: Final budget request for HOT amendment
Date: Thursday, February 11, 2021 11:39:14 AM
Attachments: [FPHF.Budget.2021 HOT.xlsx](#)

Good Morning Michelle!

After our discussions, the FPHF board of directors has considered all of the documentation, our understanding of the parameters of HOT funding and the current needs of our organization. FPHF is unanimous in their agreement that due to the health restrictions of the last 11 months together with the uncertainty of event hosting for 2021, we need to concentrate our efforts in historic preservation and advertising to drive tourism. We are hopeful that we will be ideally positioned to host events toward the end of 2021 year, but this is not our current priority.

I have attached the working budget you and I created and made notes in column "J" [now "G"] for those items which we wish to put forth for consideration in the 2020 HOT funding amendment. In total, we are requesting \$13,371.25 for preservation costs, \$9,200.00 in advertising funding and \$19,000 in related staffing. This total of \$41,571.25 is in addition to the \$4,700 we have already received under the terms of the original agreement.

Please let me know if you have any questions or concerns. If you would be so kind as to keep me updated with the progress of this, I would appreciate it. My understanding is that you can bring this to council next week; file the appropriate paperwork for the March council meeting (based on what was agreed upon in council session) and have final approval then. Do I have this correct? Do you have any idea of when it would be funded after approval? It would help our process to know the timeline.

I can't thank you enough for all of your help!

Jenny Pack

Executive Director

The Dr. Pound Farmstead

419-B Founders Park Road

P.O. Box 1150 (*mailing only*)

Dripping Springs, TEXAS 78620

512-858-2030

drpoundfarmstead.org

Dr. Pound Historical Farmstead

570 Founders Park Road

PO Box 1150

Dripping Springs, TX 78620

(512) 858-2030

drpoundfarmstead.org

	A	B	C	D	E	F	G
1	REVENUES					Notes	
2							
3	Donations						
4		General Donations			\$10,000.00		
5		Museum Entry Fees			\$2,500.00		
6		Sustaining Membership			\$20,000.00		
7	Total Donations				\$32,500.00		
8							
9	Tourism & Advertising						
10		Pioneer Day Event					
11		Ticket Sales			\$1,250.00		
12		Grant Funding			\$8,750		
13		Sponsorship			\$8,000.00		
14		Food Sales			\$500.00		
15		Advertising					
16		Grant Funding			\$23,250.00		
17	Total Tourism & Advertising				\$41,750.00		
18							
19	Arts						
20		Gospel Brunch					
21		Ticket Sales			\$2,500.00		
22		Grant Funding			\$5,175.00		
23	Total Arts				\$7,675.00		
24							
25	Education						
26		Summer Camp					
27		Sales			\$600.00		
28		Grant Funding			\$1,500.00		
29	Total Education				\$2,100.00		
30							
31	Preservation						

	A	B	C	D	E	F	G
32		Shutter Replacement					
33		Grant Funding			\$10,216.00		
34		Iron Horse Exhibit					
35		Ticket Sales			\$500.00		
36		Grant Funding			\$3,375.00		
37		Total Preservation			\$14,091.00		
38							
39		Other Income					
40		Other Grant Funding			\$20,000.00		
41		Facility Use Fees			\$3,000.00		
42		Interest Income			\$250		
43		Merchandise Sales			\$500		
44		HOT Grant Funding			\$4,700	amount in current HOT agreement	
45		Total Other Income			\$28,450.00		
46							
47		Total Annual Revenues			\$126,566.00		
48							
49		EXPENDITURES					
50							
51		Administrative					
52		Bank & Credit Card Fees			\$3,000.00		
53		Office Supplies			\$600.00		
54		Postage			\$400.00		
55		Printing			\$1,500.00		
56		Sales Tax			\$20.00		
57		Seminars & Training			\$500.00		
58		Volunteer Recognition			\$400.00		
59		Staffing		350 Hours			
60		Total Administrative			\$6,420.00		
61							

	A	B	C	D	E	F	G
62	Operations						
63					\$2,500.00	total eligible under preservation	Requested for inclusion in amendment
64							
65					\$1,550.00		
66					\$5,000.00		
67					\$6,550.00		
68							
69					\$1,500.00	historic garden and flower bed; total eligible under preservation	Requested for inclusion in amendment
70					\$4,800.00		
71					\$750.00		
72					\$2,000.00	heritage oak tree; total eligible under preservation---bit of a grey area. What is significance of tree? Is there a plaque for it? Is it part of the tour?	Yes, the tree is part of our tour as the oldest feature on the grounds. Requested for inclusion in ammendment
73					\$9,050.00		
74					\$7,225.00		
75							
76					\$2,000.00		
77					\$700.00		
78					\$700.00		
79					\$3,400.00		
80							
81					\$2,500.00		
82					\$1,750.00		
83					\$1,400.00		
84					\$750.00		

	A	B	C	D	E	F	G
85	Total Utilities				\$6,400.00		
86	Staffing				263 Hours		
87	Total Operations				\$35,125.00		
88							
89	Advertising & Tourism						
90	Visitors Guide Publications				\$1,500.00	DS Visitors Guide Hill Country Sun, Hill County View	
91	Magazine Publications				\$4,000.00		
92	Rack Cards & Brouchures				\$2,000.00		
93	Social Media				\$500.00		
94	Website				\$250.00		
95	Newsletter				\$250.00		
96	Founders Day				\$0.00		
97	HC Trail Trail Map				\$700.00		
98	Total Advertising				\$9,200.00	total eligible for HOT funds under advertising	Total highlighted requested for inclusion in amendment
99	Subscriptions & Memberships						
100	NARM				\$300.00		
101	AAM/THC				\$100.00		
102	Women's Club				\$100.00		
103	Chamber of Commerce				\$150.00		
104	Total Subscriptions & Memberships				\$650.00		
105	Staffing				525 Hours		
106	2020 HOT GRANT SIGNAGE				\$2,250.00	HOT funds already approved for this, signage	
107	2020 HOT GRANT Mailing & Mktg Collateral				\$925.00	HOT funds already approved for this, advertising	
108	Total Advertising				\$13,025.00		
109	*Tourism Events						
110	Pioneer Day Event						

	A	B	C	D	E	F	G
111				Children's Art Area	\$2,000.00	portion = to % tourists attending eligible under arts	Not requesting funding at this time
112				Rentals	\$2,000.00	portion = to % tourists attending eligible under arts	
113				Food	\$2,500.00		
114				Staffing	175 Hours		
115				Total Tourism Events	\$6,500.00		
116				Total Advertising & Tourism	\$19,525.00		
117							
118				Preservation & Programs			
119				Arts			
120				*Gospel Brunch			
121				Rentals	\$2,000.00	portion = to % tourists attending eligible under arts	
122				Supplies	\$800.00	portion = to % tourists attending eligible under arts	Not requesting funding at this time
123				Food	\$1,500.00		
124				Staffing	87 Hours		
125				Total Arts	\$4,300.00		
126				Education			
127				*Summer Outreach Program			
128				Supplies	\$600.00		
129				Snacks	\$100.00		
130				Other			
131				Staffing	175 Hours		
132				Total Education	\$700.00		
133				Preservation			
134				Shutter Replacements			
135				Supplies	\$6,671.25	total eligible under preservation	Requested for inclusion in amendment

	A	B	C	D	E	F	G
36			Labor		\$700.00	total eligible under preservation	
37			Staffing		88 Hours		
38			2020 HOT GRANT Exterior Painting		\$2,400.00	HOT funds already approved for this, preservation	
39			*Iron Horse Exhibit				
40			Supplies		\$500.00		
41			Other		\$500.00		
42			Staffing		87 Hours		
43			Total Preservation		\$10,771.25		
44			Total Preservation & Programs		\$15,771.25		
45							
46			Payroll Expenses				
47			*Gross Pay		\$47,500.00		
48			Administrative		20%		
49			Advertising & Tourism		40%	eligible under admin advertising	30% requested for inclusion in amendment (10% reduction in pioneer day event exclusion)
50			Arts		5%	eligible under admin arts	
51			Education		10%		
52			Operations		15%		
53			Preservation		10%	eligible under admin preservation	Requested for inclusion in amendment
54			Payroll Tax		\$3,800.00		
55			Total Payroll Expenses		\$51,300.00	\$28,215 total eligible for HOT funds admin	
56							
57			Total Annual Expenses		\$128,141.25		
58							
59			Total Requested Additional HOT Funds		\$41,571.25		
60							

DR POUND FARMSTEAD BUDGET WITH ELIGIBLE HOT EXPENSES AND REQUESTED FUNDS

Item 6.

	A	B	C	D	E	F	G
161	*Programs and Payroll salary are fluid and contingent on current public						
162	health safety guidenlines and operating restrictions.						



City of Dripping Springs

Post Office Box 384
511 Mercer Street
Dripping Springs, Texas 78620

Agenda Item Report from: TIRZ Project Manager / Keenan Smith

City Council Meeting Date:	2/16/2021
Agenda Item Wording:	Old Fitzhugh Rd. "Grant Writer Services" TJKM Proposal & PSA
Agenda Item Requestor:	TIRZ Project Manager / Keenan Smith
Board Member Sponsor:	Taline Manassian, Mayor Pro Tem
Summary/Background:	<p>On January 19, 2021, the City Council approved the TIRZ Board recommendation to find the firm of TJKM as "most qualified" under the terms and requirements of the previously conducted Grant Writing and Management Services RFQ process for the Old Fitzhugh Road Project, and directed Staff to enter into Professional Services Agreement (PSA) negotiations.</p> <p>On January 22, 2021, the TIRZ Project Manager issued a Request for Proposals (RFP) to TJKM (see attached) based on the approach they presented in their Statement of Qualifications (SOQ), requesting a proposed "Task Order #1" Scope of Work (SOW) and Fee Proposal. A meeting with TJKM was then held to discuss and refine the proposed objectives, tasks and timeline.</p> <p>TJKM developed the attached "Proposal for Grant Writing and Management Services for Old Fitzhugh Road Project" dated January 26, 2021 (as revised w/file date: "1-28") which outlines their proposed Scope of Work, Tasks, Deliverables, along with prospective Schedule, Fees and Rate Schedule.</p> <p>Scope of Work: Project Approach & Scope of Work is per their SOQ w/some minor adjustments:</p> <ul style="list-style-type: none"> • Task 1: Kick Off Meeting • Task 2: Data Gathering & Analysis > Strategic Funding Plan with Potential Funding Sources • Task 3: Prepare Grant Applications (as selected- includes two (2) Grant Applications) <p>Proposed Fee: Not To Exceed \$15,000, billed on an Hourly Basis, to include some front-end "Strategic Funding Plan" work & analysis to understand the project & opportunities, plus writing (2) two selected grant proposals (to be identified in Task #2).</p> <p>Staff Notes: Grant Management services are Not Included in Contract (NIC), and would depend on the type of Grants available & a successful Grant award). If needed, this would be part of a future Task order and constitute a separate RFP and Fee Proposal.</p> <p>Project Schedule: Depending upon timing of available and applicable Grants, the proposal anticipates completion within a calendar year of Notice To Proceed (NTP).</p> <p>Staff Recommendation: "Approval of TJKM proposal for Grant Writing & Management Services for the TIRZ Old Fitzhugh Road Project, and recommendation for approval of the supporting PSA to City Council."</p> <p>Next Steps: City Council approval, PSA execution, Notice To Proceed (NTP) to follow immediately.</p> <p>Respectfully Submitted: Keenan E. Smith, AIA / TIRZ Project Manager- 2/03/21- 1615 hrs</p>

Staff Recommendations:	City Council approval.
Actions by Other Jurisdictions/Entities:	N/A
Previous Council Action:	N/A
Recommended Council Action:	Approval with TIRZ Board Recommendations.
Alternatives/Options:	Deny. Table Item to a Date Certain.
Budget/Financial Impact:	NTE \$15,000. Partial funding allocation of up to \$7,500 is available from TIRZ "Miscellaneous Consulting" Budget, with balance to be funded from other appropriate and available City Budget categories. Alternatively, this item may be fully funded from appropriate and available City Budget categories, at City Council's discretion.
Attachments:	City of Dripping Springs Proposal-1-28.pdf (TJKM Proposal)
Related Documents at City Hall:	TIRZ OFR Grant Writer RFQ. TIRZ OFR Grant Writer SOQ Responses (4) TIRZ OFR SOQ Evaluations_Final_201203
Public Notice Process:	N/A
Public Comments:	N/A
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A
Next Step/Schedule:	Authorize Staff to execute PSA with recommended firm, and issue Notice To Proceed (NTP): (March 2021).

PROFESSIONAL SERVICES AGREEMENT FOR

This Agreement, made and entered into this, the 16th day of February 2021, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **TJKM**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. Description of Services: The City and Contractor agree to the following:

- (a) Contractor shall deliver written reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) If the City’s assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or Contractor at the City’s discretion.
- (c) Contractor may from time to time be called upon to perform the following services as outlined in its scope:
 - (d) Attend meetings of the City Council, the Transportation Committee, and the Tax Increment Reinvestment Zone Boards when requested by the Mayor,
 - (e) City Administrator, or Deputy City Administrator; and/or
 - (f) Attend other public or private meetings involving review of grant applications related to the duties performed under this Agreement.
 - (g) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (h) Contractor will report to the Deputy City Administrator Ginger Faught verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (i) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City’s public information policies.
 - (j) Performs other related duties as needed.

2. Scope of Work: Contractor will assist the City’s grant application services for the Old Fitzhugh Road Project including grant application development and related services as listed in Attachment “A”. Additional Services may be agreed to in writing by both parties and billed at the rates listed in **Attachment “A”**.

3. Payment for Services: The City will compensate Contractor in accordance with the fee

structure contained in **Attachment “A”**. The cost shall not exceed fifteen thousand dollars (\$15,000) for the initial two grant applications. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

- 4. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 5. Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 6. Termination:** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Contractor shall be paid for any completed work. In order to be paid for completed work, the Contractor shall submit an invoice for review and submit all documents and products for which payment is sought. Payment shall not be more than the amount listed in Section 3: Payment for Services unless additional services were requested in writing by the City and performed by the Contractor.
- 7. Injuries/Insurance:** Contractor acknowledges the contractor’s obligation to obtain appropriate insurance coverage as listed in **Attachment “B”**.
- 8. INDEMNIFICATION:** CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.
- 9. Assignment:** Contractor’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 10. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: Deputy City Administrator
 City of Dripping Springs City
 P.O. Box 384
 Dripping Springs, TX 78620
 Tel: 512-858-4725

For the Contractor:

Attention: Aldo Fritz, AICP.
 TJKM Transportation Consultants
 600 Congress Ave, 14th Floor
 Austin, Tx 78701
 Tel: 512-200-3114

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 11. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 12. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 13. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 14. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

CLIENT:
 City of Dripping Springs

CONTRACTOR:
 TJKM Transportation Consultants

 Ginger Faught Date
 Deputy City Administrator

 Aldo Fritz Date
 Project Manager

ATTEST:

 Andrea Cunningham, City Secretary

ATTACHMENT "A"
PROPOSAL OF WORK

ATTACHMENT "B"

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS

Auditing Firm providing services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted to the City. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.



TJKM

VISION THAT MOVES YOUR COMMUNITY

January 26, 2021

Keenan E. Smith
Dripping Springs TIRZ Project Manager
511 W. Mercer Street
Dripping Springs, TX 78620

Subject: Proposal for Grant Writing and Management Services for Old Fitzhugh Road Project

Dear Mr. Smith,

Thank you for the opportunity to submit our updated scope of work in response to the City's Request for Proposal for Old Fitzhugh Road Grant Writing and Management Services RFQ (Task Order #1).

Scope of Work

Task 1 – Kickoff Meeting & Coordination

The TJKM Team will hold a virtual project kick-off meeting with the City of Dripping Springs staff. Throughout the application process, TJKM will remain in contact to provide milestones, address needs and offer other support for the application process.

The purpose of the meeting will be to:

- Discuss and confirm critical data/issues that may influence the grant applications
- Confirm communication protocols
- Discuss other relevant information

TJKM also suggests brief monthly check-in calls as necessary to discuss project milestones, address needs, and offer other support for the application process.

Deliverable

- ✓ *Kick-off Meeting, including agendas and notes*
- ✓ *Monthly Check-in calls as needed*

Task 2 – Data Gathering & Existing Data Analysis

TJKM will analyze the existing Old Fitzhugh Road Project conceptual plan and all other relevant City plans, along with their key priorities. We will also gather any general information/data about Dripping Springs that can assist with the preparation of grant applications, such as:

- Project Descriptions, Costs, Local Match (if any), and Specs
- Data: vehicle, bicycle, and pedestrian counts, collision data, and any other pertinent information

- General info about the City that may strengthen the applications such as a completed Systemic Safety Analysis Report, previous safety measures implemented
- Letters of Support, Detailed of completed public outreach efforts, etc

Upon reviewing all relevant information, TJKM will begin researching funding sources that will help with the implementation of the Old Fitzhugh Road Project. The grants will be summarized into a memo detailing the grant source, funding amount, and relevant deadlines/restrictions. TJKM will then meet with City staff and the TIRZ Project Manager to prioritize the grants and create a funding plan outlining the strategy to apply for funding for the Old Fitzhugh Road project.

Deliverable

- ✓ *List of Potential Funding Sources*
- ✓ *Prioritized Grant Applications & Funding Plan*

Task 3 Prepare Grant Applications

Under this task, TJKM will work with City of Dripping Springs to prepare the required grant applications for the project.

Prior to starting work, TJKM will hold a call with City staff to go over the specifics of each grant and discuss if any additional information is needed to tailor the application that was not gathered in Task 2. We anticipate that narratives for grants will be multi-faceted to allow for funding from different grant categories in addition to transportation that include but are not limited to the following:

- Economic Development/Downtown Revitalization
- Health and Wellness & Environmental Stewardship
- Place Making

Once details are confirmed, TJKM staff will put together the applications, including all narratives, maps, or data acquisition necessary. If items are not available, TJKM will assist in creating the attachments accordingly.

TJKM will provide the draft applications by predetermined deadlines for City review. Once the City reviews the applications, TJKM will make the necessary edits and return them to the City for submittal. The application deadlines will be mutually determined between the city and TJKM in accordance to each grant application cycle. If funding source allows for direct application to be submitted by TJKM, we can do so with authorization from Dripping Springs Project Manager.

Deliverable

- ✓ *Draft Applications with Attachments as necessary (electronic)*

SCHEDULE AND FEE

TJKM will perform the above tasks in accordance with the schedule below. We expect that the data gathering portion will take approximately 2 months. Grant application preparation schedule will depend on the grant deadlines, but in general will last approximately 10 months after the data gathering portion, for a total of 12 months from notice-to-proceed.

Task	2021											2022	
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	
Task 1: Kick Off Meeting													
Task 2: Data Gathering & Existing Data Analysis													
Task 3: Prepare Grant Applications													

TJKM can perform the above scope of services for the amount of **\$15,000** for **two grant applications**. This cost includes all analysis, documentation, and content writing necessary to complete each grant application. Included with the proposal is TJKM’s rate schedule that outlines the hourly salary rates for TJKM associates.

For additional grant applications, TJKM will work with the City to provide an additional, per application preparation cost based on the level of effort of each application. The expectation is that a significant amount of work has been completed for the initial two grant applications which will provide for significant savings on additional grant applications. Any additional requests outside of this scope such as data collection, detailed concept plans or operational analysis and will not be performed without your prior approval and will require a contract amendment.

Once approved, TJKM will start the groundwork to get the necessary elements to complete the chosen applications.

If you have any questions or require additional information regarding our scope, please contact me at afritz@tjkm.com or call at 512-200-3114.

Sincerely,
TJKM Transportation Consultants



Aldo Fritz, AICP
 Project Manager



Rate Schedule

Principal	\$220/hour
Director	200/hour
Senior Project Manager	190/hour
Project Manager	160/hour
Senior Transportation Engineer	140/hour
Senior Transportation Planner	140/hour
Transportation Engineer	130/hour
Assistant Transportation Engineer	115/hour
Transportation Planner	110/hour
Assistant Transportation Planner	105/hour
Graphics Designer	100/hour
Designer	95/hour
Technical Staff II	85/hour
Administrative Staff	80/hour
Production Staff	55/hour

Reimbursable Expenses

Plotting (per sheet)	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates).....	\$00.58

All outside services are billed at cost plus a ten percent margin for handling.

Expert Witness charges available upon request.

Invoices are due and payable within 30 days. Invoices paid after 30 days will be subject to separate billings of one and one half percent per month of unpaid balance. Late charges are not included in any agreement for maximum charges.

Rates Effective January 1, 2021

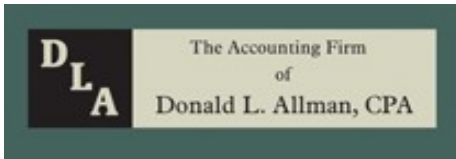
Rates Subject to Change

CITY OF DRIPPING SPRINGS, TEXAS
BASIC FINANCIAL STATEMENTS
AND SUPPLEMENTAL SCHEDULES
AND INDEPENDENT AUDITOR'S REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

CITY OF DRIPPING SPRINGS, TEXAS
 BASIC FINANCIAL STATEMENTS
 AND SUPPLEMENTAL SCHEDULES
 AND INDEPENDENT AUDITOR'S REPORT
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

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Donald L. Allman, CPA, PC
4749 Williams Drive, Ste. 322
Georgetown, Texas 78633

CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor
and Members of the City Council
City of Dripping Springs, Texas

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Dripping Springs, Texas as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City of Dripping Springs, Texas' basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

In our opinion, the financial statements, referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Dripping Springs, Texas as of September 30, 2020, and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters*Required Supplementary Information*

Accounting principles generally accepted the United States of America require that the management's discussion and analysis, budgetary comparison information, and Schedule of Changes in Net Pension Liability and Related Ratios and Schedule of Contributions on pages 3-8, and pages 34-42 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 15, 2021 on our consideration of the City of Dripping Springs, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Dripping Springs, Texas' internal control over financial reporting and compliance.

Respectfully submitted,

Donald L Allman, CPA, PC

Georgetown, Texas
January 15, 2021

CITY OF DRIPPING SPRINGS, TEXAS
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

The discussion and analysis of the City’s financial performance provides an overview and analysis of the City’s financial activities for the fiscal year ended September 30, 2020. It should be read in conjunction with the accompanying financial statements. The discussion and analysis includes comparative data where applicable, for prior years.

FINANCIAL HIGHLIGHTS

- The City’s assets exceeded its liabilities at the close of the fiscal year by \$29.8 million (net position). Of this amount, \$14.9 million was invested in capital assets, \$1.8 million was restricted, and \$13.2 million was unrestricted.
- The City’s total net position increased by \$1.4 million for the year ended September 30, 2020.
- At September 30, 2020, the City’s governmental funds reported a combined ending fund balance of \$5.1 million, an increase of \$46 thousand over the prior year governmental funds combined ending fund balance. The increase in governmental funds is due to large increases in property tax, sales tax and development fees income.
- The City’s General Fund had excess revenues at the end of fiscal year 2020, due to mostly an increase in property taxes and sales taxes. The City of Dripping Springs continues to experience phenomenal growth in population and revenues.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis serves as an introduction to the City’s basic financial statements. The City’s basic financial statements are comprised of three components, government-wide financial statements, fund financial statements, and notes to the financial statements. The report also contains other supplementary information in addition to the basic financial statements.

CITY OF DRIPPING SPRINGS, TEXAS
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

Government-Wide financial statements

The government-wide financial statements are comprised of the Statement of Net Position and the Statement of Activities. These two statements are designed to provide readers with a broad overview of the City’s finances utilizing the full accrual method of accounting, in a manner similar to private-sector business. Under the full accrual method of accounting, transactions are reported as soon as the underlying event giving rise to the change occurs. Therefore, assets, liabilities, revenues and expenses are reported in these statements for some items that will result in cash flows in future periods.

The Statement of Net Position presents information on all of the City’s assets and liabilities, including capital assets, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City as a whole is improving or deteriorating.

The Statement of Activities presents information showing how the City’s net position changed during the most recent fiscal year.

In the Statement of Net Position and the Statement of Activities, the City has two governmental activities.

Governmental Activities – The City’s basic services are reported in the General Fund. These services include general administration and parks and recreation. Sales tax and developer fees finance most of these activities.

The Debt Service Fund is used to accumulate resources for and payment of long-term debt principal, interest and related costs. These resources are transferred from the general fund.

Reporting on the City’s Most Significant Funds

Fund Financial Statements

The fund financial statements focus on current available resources and are organized and operated on the basis of funds, which are defined as a fiscal and accounting entity with a self-balancing set of accounts established for the purpose of carrying on specific activities. The City has two governmental funds.

Governmental Funds

The City maintains two governmental funds (the General Fund and the Debt Service Fund) which are used to account for the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental fund financial statements utilize the modified accrual basis of accounting, which focuses on near-term inflow and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. By comparing information presented for government funds with similar information presented for governmental activities in the government-wide statements, readers may better understand the long term effect of the government’s near term financial decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balance provide a reconciliation to facilitate the comparison between the governmental fund and governmental activities.

The City adopts an annual appropriated budget for the governmental fund. Budgetary comparison statements for the General Fund are included in the Required Supplementary Information of this report.

**CITY OF DRIPPING SPRINGS, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the net position (Table 1) and changes in net position (Table 11) of the City's governmental and business-type activities.

City Table 1
City of Dripping Springs, Texas
Net Position
In thousands

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and Other Assets	5,628	5,325	33,116	33,319	38,744	38,644
Capital Assets	13,466	13,200	7,185	6,466	20,651	19,666
Total Assets	19,094	18,525	40,301	39,785	59,395	58,310
Deferred Outflows of Resources	(24)	15			(24)	15
Current Liabilities	581	359	2,113	1,213	2,694	1,572
Long-term Liabilities	751	844	25,910	27,435	26,661	28,279
Total Liabilities	1,332	1,203	28,023	28,648	29,355	29,851
Deferred Inflows of Resources	198	91			198	91
Net Position:						
Net Investment in Capital Assets	12,861	12,530	2,009	1,906	14,870	14,436
Restricted	96	97	1,663	861	1,759	958
Unrestricted	4,583	4,619	8,606	8,370	13,189	12,989
Total Net Position	17,540	17,246	12,278	11,137	29,818	28,383

The largest portion of the City's net position (50 percent) is reflected in its capital assets. Since the City uses these capital assets to provide services to its citizens, they are not available for future spending. Net positions subject to external restriction on how they may be used comprise 6 percent of the City's net position. Unrestricted net position comprises 44 percent of net position. Unrestricted net position may be used to meet the City's ongoing obligations to its citizens and creditors.

**CITY OF DRIPPING SPRINGS, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

CHANGES IN NET POSITION

**Table 11
City of Dripping Springs, Texas
Changes in Net Position
In thousands**

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues						
Program Revenues						
Charges for Services	791	659	1,018	656	1,809	1,315
General Revenues:						
Property Tax & Hotel Tax	1,673	1,480	0	0	1,673	1,480
Sales Tax	3,122	1,703	0	544	3,122	2,247
Franchise Taxes	0	0	274	264	274	264
Development fees	2,441	2,354	0	0	2,441	2,354
Interest Income	68	60	121	77	189	137
Other & Impact fees	155	57	1,065	3,715	1,220	3,772
Grant income	0	1	0	0	0	1
Donations	0	0	0	0	0	0
Total Revenues	8,250	6,314	2,478	5,256	10,728	11,570
Expenses						
General government	5,614	4,593	1,821	1,372	7,435	5,965
Parks and Recreation	654	805	0	0	654	805
Grant expenses			0	0	0	0
Interest on Long-term Debt	28	30	130	97	158	127
Total Expenses	6,296	5,428	1,951	1,469	8,247	6,897
Transfers In (Out)	-1660	-137	614	0	-1046	-137
Contributions	0	0	0	0	0	0
Increase(Decrease) in Net Position	294	749	1,141	3,787	1,435	4,536
Net Position Beginning of Year	17,246	16,497	11,137	7,350	28,383	23,847
Prior Period Adjustment to Beginning Net Position	0	0	0	0	0	0
Adjusted Beginning Net Position	17,246	16,497	11,137	7,350	28,383	23,847
Ending Net Position	17,540	17,246	12,278	11,137	29,818	28,383

Total governmental revenues decreased approximately \$ 800 thousand from the previous year. This decrease was caused primarily by substantial decreases in impact fees. Total governmental expenses increased about \$1.3 million over the previous year. The increases were due mainly to increased general government expenses.

**CITY OF DRIPPING SPRINGS, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Fund: The City has three governmental funds – the general fund, special revenue funds and the debt service fund. For the year ended September 30, 2020, the governmental fund balances increased by \$46 thousand to \$5.1 million. The restricted portion of the fund balance totaled \$1.7 million and the unrestricted portion was \$3.4 million.

Proprietary Fund: The proprietary fund is used to account for construction of the wastewater system and operating activity of the wastewater system. The proprietary fund net position increased \$1.2 million.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS

At September 30, 2020, the government-wide financials fund had \$13,466,458 net of depreciation, invested in capital assets.

Capital Assets, net of depreciation, are as follows:

	2020	2019
Land	\$5,892,635	\$5,892,635
Buildings	466,798	609,869
Improvements other than Buildings	6,788,815	6,406,026
Equipment	170,317	125,920
Infrastructure	147,893	165,222
Total	\$13,466,458	\$13,199,672

The proprietary fund capital assets consisted of wastewater infrastructure totaling \$7,184,702.

	2020	2019
Wastewater Infrastructure	7,127,476	6,396,923
Wastewater Loan Origination	57,226	68,672
Total	7,184,702	6,465,595

DEBT

At September 30, 2020, The City had \$605,000 in Combination Tax and Limited Revenue Bonds of Obligation, Taxable Series 2013 outstanding as compared to \$670,000 at the end of the prior fiscal year. In 2013, the City issued \$1,000,000 Combination Tax and Limited Revenue Bonds of Obligation, Taxable Series 2013 to help fund the construction of the Convention Center at Drippings Springs Ranch Park. In 2015, the City refinanced \$7,410,000 of debt with General Obligation Refunding Bonds, Series 2015. The funds were used to construct the wastewater system. \$3,935,000 was outstanding at September 30, 2020.

At September 30, 2019, the City entered into \$23,500,000 in Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019 to expand the wastewater system. The first principal payment of \$875,000 is due in fiscal year 2021.

**CITY OF DRIPPING SPRINGS, TEXAS
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

GENERAL FUND BUDGETARY HIGHLIGHTS

The largest single revenue source is Sales Tax Revenue collected and is estimated at \$3,000,662 for 2020. Other taxes and City Fees are budgeted at \$6,202,647 for a total of \$9,203,309. General Fund expenditures are budgeted at \$6,833,905.

ECONOMIC FACTORS AND NEXT YEAR’S BUDGET AND RATES

An excellent school system, new housing developments, city parks and recreation areas, and hill country living continue to draw an influx of residents to Dripping Springs. This rapid growth accounts for the substantial increase in sales tax, Ad Valorem tax and building related fees. This additional revenue enables the City to complete projects outlined in the City Comprehensive Plan and Transportation Plan which are designed to address the needs of a growing population and provide a unique living experience for the citizens of Dripping Springs

CONTACTING THE CITY’S FINANCIAL MANAGEMENT

This financial report is intended to provide our citizens, taxpayers, customers, and creditors with a general overview of the City’s resources and to show the City’s accountability for the money it receives and disburses.

If you have questions about the report or need additional financial information, contact the City Administrator at the City of Dripping Springs.

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

Item 9.

	Primary Government Government Activities	Business - Type activity	Total	Component Unit-TIRZ
ASSETS				
Cash and Investments	\$4,998,909	\$8,956,411	\$13,955,320	409,801
Restricted Assets				
Cash and Cash Equivalents	96,178	23,671,506	23,767,684	
Property Taxes Receivable, Net or Estimated				
Uncollectible Taxes of \$175	32,369		32,369	
Sales Tax Receivable	282,412		282,412	
Accounts Receivable	218,355	488,907	707,262	
Land	5,892,635		5,892,635	
Buildings	1,153,982		1,153,982	
Improvements other than Buildings	8,661,159		8,661,159	
Machinery and Equipment	1,181,153		1,181,153	
Infrastructure	713,866	11,871,613	12,585,479	
Loan Origination Fees		171,686	171,686	
Accumulated Depreciation & Amortization	(4,136,337)	(4,858,597)	(8,994,934)	
Total Assets	\$19,094,681	\$40,301,526	\$59,396,207	409,801
Deferred Outflow of Resources Pension	(30,175)		(30,175)	
Deferred Outflow of Resources OPEB	5,232		5,232	
LIABILITIES				
Accounts Payable	\$22,625	\$3,050	\$25,675	
Accrued Expenses, Taxes & Retirement Payable	181,321		181,321	
Developer Deposits & other liabilities	312,232		312,232	
Wastewater & Reservation Deposits		585,431	585,431	
Combination Tax and Ltd Rev CO Tax'13 current	65,000		65,000	
General Oblgtn Refund Bonds Series '15 current		650,000	650,000	
Combination Tax and Surplus Rev COB 19-currnt		875,000	875,000	
Total Current Liabilities	\$581,178	\$2,113,481	\$1,819,659	0
Unearned Revenue	23,443		23,443	
Compensated Absences Payable	69,437		69,437	
Net Pension Liability	94,363		94,363	
Net OPEB Liability	23,536		23,536	
General Obligation Refunding Bonds Series 2015		3,285,000	3,285,000	
Combination Tax and Surplus Revenue COB 2019		22,625,000	22,625,000	
Combination Tax and Limited Revenue CO Tax'13	540,000		540,000	
Total Long Term Liabilities	750,779	25,910,000	26,660,779	0
Total Liabilities	1,331,957	28,023,481	28,480,438	0
Deferred Inflows of Resources	197,596		197,596	
NET POSITION				
Net Investment in Capital Assets	12,861,458	2,009,707	14,871,165	
Restricted	96,178	1,662,735	1,758,913	
Unrestricted	4,582,549	8,605,603	13,188,152	409,801
Total Net Position	\$17,540,185	\$12,278,045	\$29,818,230	409,801

The accompanying notes are an integral part of the financial statements

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Item 9.

	Net (Expenses) Revenues and Changes in Net Position				Component Unit TIRZ
	Expenses	Program Revenues	Primary Governmental	Business-type	
		Charges for Services	Governmental Activities	Activities	
Primary Government Governmental Activities					
General Government	\$5,614,217	\$387,996	(\$5,226,221)	(\$5,226,221)	
Parks and Recreation	654,317	403,103	(\$251,214)	(\$251,214)	
TIRZ expenses	-		-	-	1,107,159
Interest on Long-Term Debt	157,681		(\$27,805)	(129,876)	(\$157,681)
Total Primary Government	\$6,426,215	\$791,099	(\$5,505,240)	(\$129,876)	(\$5,635,116)
Business-type Activities					
Wastewater Fund	1,821,323	1,018,510		(802,813)	(\$802,813)
Total Government	\$8,247,538	\$1,809,609	(\$5,505,240)	(\$932,689)	(\$6,437,929)
Taxes					
Sales Tax & Mixed Bev. Tax			3,121,509	0	3,121,509
Property Taxes & Hotel tax			1,673,086	0	1,673,086
Development Fees			2,441,249	0	2,441,249
Connection Fees				154,287	154,287
Grant income			0	0	0
Franchise Fees			0	274,357	274,357
Interest Income			68,352	120,735	189,087
Impact fees			0	750,773	750,773
Other Revenue			155,457	161,080	316,537
Donations			0		0
Total General Revenues			7,459,653	1,461,232	8,920,885
Service Charges			0	0	0
Transfers In			0	613,675	613,675
Transfers Out			(1,659,863)	0	(1,659,863)
Total General Revenues, Transfer and Service Charges			5,799,790	2,074,907	7,874,697
Changes in Net Position			294,550	1,142,218	1,436,768
Beginning Net Position			17,245,635	11,135,827	28,381,462
Adjustment to Beginning Net Position			0		0
Adjusted Beginning Net Position			17,245,635	11,135,827	28,381,462
Ending Net Position			\$17,540,185	\$12,278,045	\$29,818,230

The accompanying notes are an integral part of the financial statements

CITY OF DRIPPING SPRINGS, TEXAS
BALANCE SHEET – GOVERNMENT FUNDS
SEPTEMBER 30, 2020

Item 9.

	General Fund	Debt Service Fund	Special Revenue Funds	Total Governmental Funds
ASSETS				
Cash and Investments	\$3,458,641		1,540,268	\$4,998,909
Restricted Cash	-	96,178		96,178
Accounts Receivable	218,355			218,355
Property Taxes Receivable, Net of Estimated Uncollectible Taxes of \$175	32,369			32,369
Sales Tax Receivable	282,412			282,412
Total Assets	\$3,991,777	\$96,178	1,540,268	\$5,628,223
LIABILITIES				
Accounts Payable	\$22,625		-	\$22,625
Employment Taxes & Retirement Payable	181,321			181,321
Unearned Revenue	55,812			55,812
Developer Deposits	312,232		-	312,232
Total Liabilities	571,990		-	571,990
FUND BALANCES				
Nonspendable	0	0		0
Restricted - Debt Service	0	96,178		96,178
Restricted - Hotel Motel Tax	-		71,993	71,993
Restricted - PEG Fund	0		112,632	112,632
Committed - Reserve Funds	0		1,310,195	1,310,195
Assigned - DSRP, Farmers Market	0	0	45,448	45,448
Unassigned	3,419,787			3,419,787
Total Fund Balances	3,419,787	96,178	1,540,268	5,056,233
Total Liabilities and Fund Balances	\$3,991,777	\$96,178	1,540,268	\$5,628,223

The accompanying notes are an integral part of the financial statements

CITY OF DRIPPING SPRINGS, TEXAS
RECONCILIATION OF THE STATEMENT OF NET POSITION TO THE BALANCE SHEET -
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

Item 9.

Total Fund Balance - Governmental Funds	\$5,056,233
<p>Amounts reported for governmental activities in the Statement of Net Position are different because:</p>	
<p>Some revenues in the governmental funds are deferred because they are not collected within the prescribed time period after year end. On the accrual basis, however, those revenues would be recognized, regardless of when they are collected.</p>	
Deferred property taxes not collected within 60 days	(18,304)
	32,369
<p>Remove Deferred Outflows of Resources as they are not current assets</p>	
	(30,175)
<p>remove Deferred Inflows of Resources as they are not current liabilities</p>	
	(197,596)
<p>Capital assets used in the operation of governmental funds are not financial resources and, therefore, are not reported in the Governmental Fund Balance Sheet</p>	
<p>These assets consist of the following:</p>	
Land	5,892,635
Building	1,153,982
Improvements other than Buildings	8,661,159
Machinery and Equipment	1,181,153
Infrastructure	713,866
Less: Accumulated Depreciation	(4,136,337)
<p>Long-term liabilities are not due in the current period and therefore, are not reported in the Governmental Fund Balance Sheet</p>	
	(605,000)
<p>Net Pension Liability is not included in Governmental Funds</p>	
	(94,363)
<p>Compensated absences are not due and payable in the current period and therefore are not reported in the Governmental Fund Balance Sheet</p>	
	(69,437)
Net Position of governmental activities	\$17,540,185

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Item 9.

	General Fund	Debt Service Fund	Special Revenue Funds	Total Governmental Funds
REVENUES				
Sales Taxes	\$3,121,509			\$3,121,509
Ad Valorem Taxes & Hotel Taxes	1,291,984		368,896	1,660,880
Franchise Fees	-			-
Charges for Services	387,996		-	387,996
Development Fees	2,441,249			2,441,249
Interest Income	47,933	1,655	18,764	68,352
Fines and Forfeits				-
Other Revenues	129,040	0	26,417	155,457
Grant Revenue	0			-
Park Revenues	42,076		213,201	255,277
Donations	0			-
Total Revenues	7,461,787	1,655	627,278	8,090,720
EXPENDITURES				
Administrative				
Personnel Services	2,047,026			2,047,026
Supplies and Operations	532,970			532,970
Contract Services	1,581,456		-	1,581,456
Capital Outlay	581,472		126,690	708,162
Miscellaneous	435,434	0	367,893	803,327
Total Administrative	5,178,358	0	494,583	5,178,358
Parks and Recreation				
Personnel Services	234,175			234,175
Supplies and Operations	94,920			94,920
Contract Services	0		-	0
Founders Day expenses	7,486			7,486
DSRP Expenses			254,901	254,901
Farmers Market			27,902	27,902
Total	336,581		282,803	619,384
Debt Service				
Principal - Taxable Certificates of Obligation		65,000		65,000
Interest - Taxable Certificates of Obligation		27,805		27,805
Total Debt Service	0	92,805		92,805
Total Expenditures	5,514,939	92,805	777,386	6,385,130
Excess Revenues Over (Under) Expenditures				
Other Financing Sources (Uses)				
Transfer from General Fund	(355,663)	90,108	265,555	0
Transfer to TIRZ	(1,046,188)	0	-	(1,046,188)
Transfer to Wastewater Fund	(613,675)	0		(613,675)
Total Other Financing Sources (Uses)	(2,015,526)	90,108	265,555	(1,659,863)
Net Changes in Fund Balance	(68,678)	(1,042)	115,447	45,727
Fund Balance Beginning of Year				
	3,488,465	97,220	1,424,821	5,010,506
	0	0		0
Adjusted Fund Balance Beginning of Year				
	3,488,465	97,220	1,424,821	5,010,506
Fund Balance End of Year				
	\$3,419,787	\$96,178	1,540,268	\$5,056,233

The accompanying notes are an integral part of the financial statements

CITY OF DRIPPING SPRINGS, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
SEPTEMBER 30, 2020

Item 9.

Net Changes in Fund Balance -- Governmental Fund	\$45,727
<p>Amounts reported for governmental activities in the Statement of Activities are different because:</p>	
<p>Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.</p>	
Property taxes not collected	\$32,369
Less prior year	\$(20,163)
Governmental funds report capital outlays as expenditures. However, in the Statement	12,206
of Activities the cost of those assets is allocated over the estimated useful lives and is reported as depreciation expense. This is the amount of depreciation expense for the current year.	(441,377)
Repayment of long-term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Activities.	65,000
Total OPEB expense is not recognized in governmental funds	(3,637)
Total Pension Expense is not recognized in governmental funds	(91,984)
Expenses related to capital outlays and land purchased are not included in governmental expenditures.	708,162
Various differences in Government-wide financial statements and governmental funds	453
The increase in compensated absences liability does not require the use of current financial resources but is recorded as an expense in the Statement of Activities	0
Changes in Net Position of Governmental Activities	\$294,550

The accompanying notes are an integral part of the financial statements

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF NET POSITION PROPRIETARY FUND
SEPTEMBER 30, 2020

Item 9.

	<u>Wastewater</u>
Assets	
Current Assets	
Cash and Cash Equivalents	\$8,956,411
Restricted Assets	
Cash and Cash Equivalents	23,671,506
Accounts Receivable	488,907
Capital Assets	
Infrastructure - Wastewater, less depreciation	7,184,702
Total Assets	<u><u>\$40,301,526</u></u>
Liabilities	
Accounts Payable	\$3,050
General Obligation Refunding Bonds Series 2015	3,935,000
Combination Tax and Surplus Revenue COB 2019	23,500,000
Wastewater & Reservation deposits	585,431
Total Liabilities	<u><u>28,023,481</u></u>
Net Position	
Net Investment in Capital Assets	2,009,707
Restricted for Debt Service	1,662,735
Unrestricted (Deficit)	8,605,603
Net Position	<u><u>\$12,278,045</u></u>

Cash and Cash Equivalents includes Impact Funds and also cash restricted for construction purposes from the Bond issue.

The accompanying notes are an integral part of the financial statements

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION PROPRIETARY FUND
SEPTEMBER 30, 2020

Item 9.

	Wastewater
Operating Income	
Charges for Services	1,018,510
Operating Expenses	(1,821,323)
	(802,813)
Professional services	
Income (loss) from Operations	
Nonoperating Revenues (Expenses)	
Sales Tax	613,675
Interest expense	(129,876)
Franchise Fees	274,357
Connection Fees	154,287
Other Income	161,080
Impact fees	750,773
Interest Income	120,735
	1,945,031
Total Nonoperating Revenues (Expenses)	
Changes in Net Position	1,142,218
Net Position - Beginning of Year	11,135,827
Net Position - End of Year	\$12,278,045

The accompanying notes are an integral part of the financial statements

**CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF CASH FLOWS / PROPRIETARY FUND
SEPTEMBER 30, 2020**

Item 9.

	Wastewater
Cash Flows from Operating Activities	
Increase in Accounts Payable	2,886
Increase in Accounts Receivable	(176,426)
Decrease in Wastewater Deposits	2,713
Operating Expenses	(1,791,323)
Operating Income	1,018,510
Other Income	161,080
Depreciation & Amortization	519,065
Net Cash Provided (Used by Operating Activities)	(263,495)
Cash Flows From Capital and Related Financing Activities	
Impact Fees	750,773
Franchise Fees	274,357
Connection Fees	154,287
Sales taxes	613,675
Capital outlay & Land Purchase	(1,238,172)
Decrease in Restricted cash	689,055
Net Cash Provided by Capital and Related Financing Activities	1,243,975
Cash Flows From Noncapital Financing Activities and Transfers	
Payment on General Obligation Refunding Bonds Series 2015	(625,000)
Bond Proceeds 2019	-
Transfer from Other Funds	-
Net Cash from Noncapital Financing Activities	(625,000)
Cash Flows from Investing Activities	
Interest Expense	(129,876)
Interest Income	120,735
Net Cash from Investing Activities	(9,141)
Net Increase (Decrease) in Cash and Cash Equivalents	346,339
Cash and Cash Equivalents -- Beginning of Year	8,610,072
Cash and Cash Equivalents - End of Year	8,956,411

The accompanying notes are an integral part of the financial statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of the City of Dripping Springs, Texas relating to the funds included in the accompanying basic financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standards-setting body for establishing governmental accounting and reporting principles. The more significant of the City's accounting and financial reporting policies and practices are described below.

In June, 1999 the Governmental Accounting Standards Board (GASB) approved Statement No.34, *Basic Financial Statements – Management's Discussion and Analysis – for State and Local Governments*. The basic financial statements now include a Management Discussion and Analysis (MD&A) section that provides an analysis of the City's overall financial position and results of operations; financial statements prepared using the full accrual basis of accounting for all City activities, including infrastructure, long-term debt, and fund financial statements focusing on major funds.

The City implemented the provisions of GASB Statement No. 34 beginning in the fiscal year ending September 30, 2004.

A. Reporting Entity

In defining the City for financial reporting purposes, management has considered all potential component units. The criteria for including organizations in the city's reporting entity as set forth in Section 2100 of GASB's *Codification of Governmental Accounting and Reporting Standards*, include whether the organization is legally separate; the City holds corporate powers of the organization; the City appoints a majority of the organization's board; the City is able to impose its will on the organization; the organization has the potential to impose a financial benefit or burden on the City; and there is fiscal dependency by the organization on the City. Based on these criteria, the City does not have any component units.

B. Basis of Presentation

Government-Wide Financial Statements

The government-wide financial statements (the statement of net position and the statement of activities) report financial information on all non-fiduciary activities of the City. Basically, the effect of any inter-fund activity has been removed from the financial statements. These statements distinguish between governmental and business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given program and (2) operating or capital grants and contributions that are restricted to meeting the operational needs or capital requirements of a particular program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Fund Financial Statements

Fund based financial statements are provided for the governmental funds. These statements present each major fund in a separate column on the fund financial statements, and non-major funds, if any, are aggregated and presented in a single column.

Governmental funds are those funds through which most governmental functions are typically financed. The measurement focus on governmental funds is on the sources, uses and balances of current financial resources. The City has two major governmental funds, as follows:

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental Funds

The general fund is the main operating fund of the City. The fund is used to account for all financial resources not accounted for in other funds. All general tax revenues and other receipts that are not restricted by law of contractual agreement to some other fund are accounted for in the general fund. General operating expenditures and capital improvement costs that are not paid from other funds are paid from the general fund.

The debt service fund is used to account for the resources accumulated and payment made for principal and interest on long-term debt obligations.

Proprietary Fund

Proprietary fund operating revenues result from exchange transactions associated with the principal activity of the fund. In an exchange transaction each party receives and gives up equal value. Non-operating revenues result from non-exchange transactions.

Fiduciary Funds

The City accounts for fiduciary assets held by the City in a custodial capacity as an agent on behalf of others. These funds are used to account for escrowed monies. Fiduciary funds are not included in the government-wide financial statements.

C. Measurement Focus and Basis of Accounting

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grant revenues are recognized as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible in the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within sixty days after year end. Expenditures are recorded when the liability is incurred, except for principal and interest on general long-term debt and compensated absences which are recognized as expenditures when they become due.

Sales tax and interest income are considered to be susceptible to accrual and have been recognized as revenues in the current fiscal period. All other revenue items are considered to be measurable and available only when payment is received by the City.

D. Cash and Cash Equivalents

Cash and investments (including restricted investments) with a maturity date of three months or less when purchased are considered to be cash equivalents.

E. Property Taxes

Property taxes are levied on October 1 on assessed values as of January 1 for all real and personal property located in the City. Taxes are due on January 1 and become delinquent on February 1 of the following year. On January 1, a lien attaches to property to secure payment of taxes, penalty and interest. Property taxes are considered available when they become due or past due and receivable within the current period.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Capital Assets

Capital assets, which include property, plant, and equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at fair market value on the date donated repairs and maintenance are recorded as expenses.

Property, plant and equipment of the primary government are depreciated using the straight line method over the following estimated useful lives.

Buildings	40 years
Machinery and Equipment	3-7 years
Infrastructure	15-25 years

G. Budgetary Data

The City Council adopts an annual budget for its governmental type funds which are prepared on the modified accrual basis of accounting. The original budgets for the fiscal year ending September 30, 2019 were adopted by the City Council on October 1, 2018 and the final amendments to the budgets were made on September 30, 2019. Budgets are prepared in conformity with GAAP using the modified accrual basis of accounting. The City does not utilize an encumbrance system, and all appropriations lapse at year end. As required by GASB Statement No 34, budgetary information for the general fund is presented as Required Supplementary Information.

H. Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from the City's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the City's Total Pension Liability is obtained from TMRS through a report prepared for the City by TMRS consulting actuary, Gabriel Roeder Smith & Company, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

I. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

CITY OF DRIPPING SPRINGS, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

- Pension contributions after measurement date – these contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five-year period.
- Difference in expected and actual pension experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows or resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, this item is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and municipal court fines. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

J. Net Position

Net position represents the difference between assets, deferred inflows/outflows of resources and liabilities. Net position investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislations adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

K. Compensated Absences

Full time employees may accumulate vacation leave at the rate of five days per year for the first year, ten days for years 2, 3 and 4 and fifteen days per year for 5 years and thereafter. Vacation leave up to 120 hours can be carried over each year. Full time employees may accumulate sick leave at the rate of one-half day per month up to thirty days.

The liability for sick leave is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental fund financial statements only when they mature as a result of employee resignation or retirement.

L. Interfund Activity

Transfer In and Transfers Out are netted and presented in a single Transfer line on the Government-wide Statement of Activities. Interfund receivables and payables are also netted and presented in a single line on the Government-wide Statement of Assets.

2. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

In the fund financial statements, the governmental fund reports reservation of fund balances for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

3. DEPOSITS AND INVESTMENTS

Deposits – State statutes require that all deposits in financial institutions be fully collateralized by U.S. Government obligations or its agencies or direct obligations of the State of Texas or its agencies and instrumentalities that have a fair market value of not less than the principal amount of the deposits. At September 30, 2020, the City’s deposits were fully insured or collateralized as required by state statutes. At fiscal year-end, the carrying amount of the City’s deposits was \$37,723,004 and the respective bank balances totaled \$38,781,266. Of the total bank balances, \$250,000 was insured by the Federal Deposit Insurance Corporation. The remainder was covered by collateral with a fair value of \$43,494,124 consisting of U.S. Government agency obligations with a fair value of \$43,494,124 and State of Texas instrumentality obligations with a fair value of \$43,494,124 Collateral is held by the city’s agent in the City’s name.

Investments – State statutes and city resolutions authorize the City’s investments. The City may invest in U.S. Government obligations or its agencies or instrumentalities, direct obligations of the State of Texas or its agencies or instrumentalities, collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States with ten years or less stated final maturity, (cannot be an inverse floater; a principal only or interest only), obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment firm not less than A or its equivalent rating, no-load SEC registered mutual funds with a weighted average stated maturity of less than two years that are invested in allowable securities, obligations of the State of Texas and its agencies, fully collateralized repurchase agreements and reverse repurchase agreements, prime domestic commercial paper, prime domestic bankers’ acceptances, insured or collateralized certificates of deposit, government pools and no-load SEC registered money market funds consisting of any of these securities listed.

The City did not have any investments during fiscal year ending September 30, 2020.

4. PROPERTY TAXES

Sec. 4. CITIES AND TOWNS WITH POPULATION OF 5,000 OR LESS: CHARTERED BY GENERAL LAW; TAXES; FINES, FORFEITURES, AND PENALTIES. Cities and towns having a population of five thousand or less may be chartered alone by general law. They may levy, assess and collect such taxes as may be authorized by law, but no tax for any purpose shall ever be lawful for any one year which shall exceed one and one-half per cent of the taxable property of such city; and all taxes shall be collectible only in current money, and all licenses and occupation taxes levied, and all fines, forfeitures and penalties accruing to said cities and towns shall be collectible only in current money.

The City is permitted, by Article XI, Section 5 of the State of Texas Constitution and the City Charter, to levy property taxes up to \$1.50 per \$100 of assessed valuation for general governmental services. Within the \$1.50 maximum levy, there is no legal limit upon the amount of property taxes which can be levied for debt service. The City’s Ad Valorem Tax Rate for 2019 was \$0.19 for maintenance & operations per \$100.00 assessed valuation. The adjusted original tax roll was \$1,298,987 on total taxable assessed value of \$763,212,103.

Property taxes as of September 30, 2020, are as follows:

	General Fund
Current Taxes Receivable	\$5,666
Delinquent & Rollback Taxes Receivable	26,703
	\$32,369

**CITY OF DRIPPING SPRINGS, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

Item 9.

5. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020 was as follows:

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Governmental Activities				
Capital Assets not Being Depreciated:				
Land	\$5,892,635	\$0	\$0	\$5,892,635
Capital Assets Being Depreciated:				
Buildings	1,153,982	0	0	1,153,982
Improvements Other Than Buildings	8,094,141	567,018		8,661,159
Machinery and Equipment and Vehicles	1,040,009	141,144	0	1,181,153
Infrastructure	713,866	0		713,866
Total Assets Being Depreciated	11,001,998	708,162	0	11,710,160
Less Accumulated Depreciation for:				
Buildings	544,113	143,071	0	687,184
Improvements Other Than Buildings	1,688,115	184,229		1,872,344
Machinery & Equipment & Vehicles	914,089	96,747		1,010,836
Infrastructure	548,644	17,329		565,973
Total Accumulated Depreciation	3,694,961	441,376	0	4,136,337
Total Capital Assets Being Depreciated, Net	7,307,037	266,786	0	7,573,823
	\$13,199,672	\$266,786	\$0	13,466,458
Proprietary Activities				
Wastewater Infrastructure	10,633,441	1,238,172	0	11,871,613
Loan Origination Fees	171,686	-		171,686
Less Accumulated Depreciation & Amort for:				
Wastewater Infrastructure & Intangibles	4,339,532	519,065	0	4,858,597
Total Capital Assets Being Depreciated, Net	6,465,595	719,107	0	7,184,702

**CITY OF DRIPPING SPRINGS, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

Item 9.

5. CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged as a direct expense to programs of the primary government as follows:

Governmental Activities		
General and Administrative	241,791	
Parks	199,945	
Total	441,736	
Proprietary Activities		
Water/Wastewater	519,065	

6. LONG-TERM DEBT

At September 30, 2020, the City government has outstanding combination tax and limited revenue bonds from direct placements related to governmental activities totaling \$670,000, and general obligation refunding bonds and combination tax and surplus revenue certificates of obligation from direct placements related to business-type activities totaling \$4,560,000 and \$23,500,000, respectively.

1. \$7,410,000 General Obligation Refunding Bonds, Series 2015, Payments between \$540,063 and \$733,288 with interest payable semi-annually on June 1 and December 1 and principal payable annually on June 1. Term of loan expires June 1, 2026. The interest rates on the certificates range from 0.437% to 2.352%. Proceeds were used to refinance an existing loan to construct a wastewater utility system.
2. \$1,000,000 Combination Tax and Limited Revenue Certificates of Obligation, Taxable Series 2013, with interest payable semi-annually on March 1 and September 1 and principal annually on September 1. The interest rate on the Taxable Bonds of Obligation is 4.15%. The term of the loan expires September 1, 2028. Proceeds were used for the completion of the DSRP Convention Center.
3. \$23,500,000 Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019, payments between \$933,553 and \$1,539,682 with interest payable semi-annually on June 1 and December 1. The interest rate on the certificates range from 0.04% to 0.61%. The term of the loan expires June 1, 2040. Proceeds will be used for Wastewater construction and improvements.

The following is a summary of long-term debt transactions for the year ended September 30, 2020

	Payable Beginning of Year	Additions	Reductio ns	Payable End of Year	Current portion
Governmental - Type Activities:					
Combination Tax and Limited Revenue Bonds of Obligation Taxable Series 2013	670,000	-	65,000	605,000	65,000
Total Governmental - Type Activities	670,000	-	65,000	605,000	65,000
Business-Type Activities:					
General Obligation Refunding Bonds Series 2015	4,560,000	-	625,000	3,935,000	650,000
Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	23,500,000	-		23,500,000	875,000
Total Business-Type Activities	28,060,000	-	625,000	27,435,000	1,525,000
Total Government	28,730,000	-	690,000	28,040,000	1,590,000

**CITY OF DRIPPING SPRINGS, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

6. LONG-TERM DEBT (CONTINUED)

The bonds are payable from funds set aside before the end of the year to fund the next year's payment.

The principal and interest requirements on the above long-term debt at September 30, 2020 are as follows:

Bonds Outstanding	Fiscal Year	Principal	Interest	Total
\$1,000,000 Combination Tax and Limited Bonds	2021	65,000	25,108	90,108
	2022	70,000	22,410	92,410
	2023	70,000	19,505	89,505
	2024	75,000	16,600	91,600
	2025	75,000	13,488	88,488
	2026-2028	250,000	20,958	270,958
Total		605,000	118,069	723,069
\$7,410,000 General Obligation Refunding Bonds Series 2015	2021	650,000	79,182	729,182
	2022	665,000	68,288	733,288
	2023	655,000	56,232	711,232
	2024	655,000	43,498	698,498
	2025	655,000	29,900	684,900
	2026	655,000	15,406	670,406
		3,935,000	292,506	4,256,332
\$23,500,000 Combination Tax & Surplus Revenue Certificates of Obligation Series 2019	2021	875,000	58,553	933,553
	2022	900,000	58,553	958,553
	2023	925,000	58,553	983,553
	2024	955,000	58,553	1,013,553
	2025	985,000	58,553	1,043,553
	2026-2029	4,245,000	234,212	4,479,212
	2030-2034	6,055,000	270,816	6,325,816
	2035-2039	7,025,000	158,243	7,183,243
	2040	1,535,000	9,364	1,544,364
		23,500,000	965,400	24,465,400

7. OPERATING LEASE

The City has an outstanding lease agreement for a copier. The lease payment is \$501 per month. Total payments for the reporting period were \$6,014. The lease is subject to annual appropriation.

8. RISK MANAGEMENT

The City is exposed to various risks relating to injuries to employees and others, errors and omissions, and theft, damage or destruction of property. Since fiscal year ending September 30, 2005 the City had property and liability insurance with Texas Municipal League. Claims and settlements did not exceed insurance coverage.

9. PENSION PLAN

The City of Dripping Springs participates as one of 860 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS’s defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the city are required to participate in TMRS.

B. Benefits Provided

TMRS provides retirement, disability and death benefits. Benefit provisions are adopted by the governing body of the city, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee’s contributions, with interest, and the city financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the member’s deposits and interest.

Employees covered by benefit terms.

At the December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms.

Inactive employees or beneficiaries currently receiving benefits	1
Inactive employees entitled to but not yet receiving benefits	25
Active employees	<u>26</u>
Total	52

NOTE 9 – PENSION PLANS (continued)

C. Contributions

The contribution rate for the employees in TMRS is 5%, 6% and 7% of employee gross earnings, and the City matching percentages are either 100%, 150% or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is annually determined by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City of Dripping Springs were required to contribute 6% of their annual gross earnings during the fiscal year. The contribution rates for the City of Dripping Springs were 6.46% and 6.46% in calendar years 2019 and 2020 respectively. The city's contributions to TMRS for the year ended September 30, 2020 were \$180,067 and were equal to the required contributions.

D. Net Pension Liability

The city's Net Pension Liability (NPL) was measured as of December 31, 2019, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total Pension Liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Inflation 2.5% per year

Overall payroll growth 3.5 to 10.5% per year

Investment Rate of Return 6.75% net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Table, with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB of account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Disabled Retiree Mortality Table is used, with slight adjustments.

Actuarial assumptions used in the December 31, 2019, valuation were based on the results of actuarial experience studies. The experience study in TMRS was for the period January 1, 2010 through December 31, 2015, first used in the December 31, 2018 valuation. Healthy post-retirement mortality rates and annuity purchase rates were updated based on a Mortality Experience Investigation Study covering 2009 through 2011, and dated December 31, 2018. These assumptions were first used in the December 31, 2015 valuation, along with a change to the Entry Age Normal (EAN) actuarial cost method. Assumptions are reviewed annually. No additional changes were made for the 2019 valuation.

The long-term expected rate of return on pension plan investments is 6.75%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

NOTE 9 – PENSION PLANS (continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset class	Target allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Domestic Equity	17.5%	4.80%
International Equity	17.5%	6.05%
Core Fixed Income	30.0%	1.50%
Non-Core Fixed Income	10.0%	3.50%
Real Return	5.0%	1.75%
Real Estate	10.0%	5.25%
Absolute Return	5.0%	4.25%
Private Equity	5.0%	8.50%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan’s Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

**Schedule of Changes in Net Pension Liability and Related Ratios Current Period
September 30, 2020**

A.	Total pension liability	
	1. Service Cost	\$ 163,515
	2. Interest (on the Total Pension Liability)	59,115
	3. Changes of benefit terms	-
	4. Difference between expected and actual experience	(6,464)
	5. Changes of assumptions	3,380
	6. Benefit payments, including refunds of employee contributions	<u>(13,212)</u>
	7. Net change in total pension liability	\$ 206,334
	8. Total pension liability - beginning	<u>800,622</u>
	9. Total pension liability - ending	<u><u>\$ 1,006,956</u></u>
B.	Plan fiduciary net position	
	1. Contributions - employer	\$ 92,626
	2. Contributions - employee	87,441
	3. Net investment income	100,230
	4. Benefit payments, including refunds of employee contributions	(13,212)
	5. Administrative Expense	(564)
	6. Other	<u>(18)</u>
	7. Net change in plan fiduciary net position	\$ 266,503
	8. Plan fiduciary net position - beginning	<u>646,090</u>
	9. Plan fiduciary net position - ending	<u><u>\$ 912,593</u></u>
C.	Net pension liability [A.9-B.9]	<u><u>\$ 94,363</u></u>
D.	Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]	90.63%
E.	Covered-employee payroll	\$ 1,457,351
F.	Net pension liability as a percentage of covered employee payroll [C / E]	6.47%

Sensitivity of the net pension liability to changes in the discount rate.

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City’s net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	1% Decrease in		1% Increase in
	Discount Rate (5.75%)	Discount Rate (6.75%)	Discount Rate (7.75%)
City’s net pension liability	\$249,303	\$94,363	\$(36,276)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan’s Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com

CITY OF DRIPPING SPRINGS
SCHEDULE OF PENSION EXPENSE
SEPTEMBER 30, 2020

Item 9.

1. Total Service Cost	\$ 163,515
2. Interest on the Total Pension Liability	59,115
3. Current Period Benefit Changes	-
4. Employee Contributions (Reduction of Expense)	(87,441)
5. Projected Earnings on Plan Investments (Reduction of Expense)	(43,611)
6. Administrative Expense	564
7. Other Changes in Fiduciary Net Position	17
8. Recognition of Current Year Outflow (Inflow) of Resources - Liabilities	(577)
9. Recognition of Current Year Outflow (Inflow) of Resources - Assets	(11,324)
10. Amortization of Prior Year Outflows (Inflows) of Resources - Liabilities	2,925
11. Amortization of Prior Year Outflows (Inflows) of Resources - Assets	8,801
12. Total Pension Expense	<u>\$ 91,984</u>

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

Actuarial calculations are based on the benefits provided under the terms of the substantive plan in effect at the time of each valuation and reflect a long-term perspective. Consistent with that perspective, actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

CITY OF DRIPPING SPRINGS
SCHEDULE OF OUTFLOWS AND INFLOWS - CURRENT AND FUTURE EXPENSE
SEPTEMBER 30, 2020

Item 9.

	<u>Recognition Period (or amortization yrs)</u>	<u>Total (Inflow) or Outflow of Resources</u>	<u>2019 Recognized in current pension expense</u>	<u>Deferred (Inflow) Outflow in future expense</u>
<u>Due to Liabilities:</u>				
Difference in expected and actual experience [actuarial (gains) or losses]	5.3400	\$ (6,464)	\$ (1,210)	\$ (5,254)
Difference in assumption changes [actuarial (gains) or losses]	5.5900	\$ 3,380	\$ 633	\$ 2,747
			<u>\$ (577)</u>	<u>\$ (2,507)</u>
<u>Due to Assets:</u>				
Difference in projected and actual earnings on pension plan investments [actuarial (gains) or losses]	5.0000	\$ (56,619)	\$ (11,324)	\$ (45,295)
			<u>\$ (11,324)</u>	<u>\$ (45,295)</u>
<u>Total:</u>				<u>\$ (47,802)</u>

Deferred Outflows and Deferred Inflows of Resources, by year, to be recognized in future pension expense as follows:

	<u>Net deferred outflows (inflows) of resources</u>
2020	\$ (4,260)
2021	(4,249)
2022	(712)
2023	(13,036)
2024	(199)
Thereafter	-
Total	<u>\$ (22,456)</u>

NOTE 10 – SUPPLEMENTAL DEATH BENEFITS PLAN

The City also participates in the cost-sharing multiple-employer defined benefit group term life insurance plan operated by the Texas Municipal Retirement System (TMRS); known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee’s annual salary (calculated based on the employee’s actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is on “other postemployment benefit,” or OPEB.

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during the employees’ entire careers.

The City’s contributions to the TMRS SDBF for the years ended 2020, 2019, and 2018 equaled the required contributions each year.

TMRS records indicate the following percentages contributed by the City (as employer contributions) for the following fiscal years ending:

Plan/ Calendar Year	Annual Required Contribution (Rate)	Actual Contribution Made (Rate)	Percentage of ARC Contributed
2015	0.00%	0.00%	100%
2016	0.00%	0.00%	100%
2017	0.00%	2.66%	100%
2018	0.00%	7.06%	100%
2019	0.00%	6.46%	100%

**Net Other Post Employment Benefits Liability.
 Actuarial Assumptions**

Actuarial assumptions were developed from the actuarial investigation of the experience of TMRS over the four year period from December 31, 2010 to December 31, 2014. These assumptions were adopted in 2015 and first used in the December 31, 2015 valuation.

All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.

The Mortality Experience Investigation Study covering 2009 through 2011 is used as the basis for the post-retirement mortality assumption for healthy annuitants and Annuity Purchase Rate (APRs). Mortality Rates for service employees uses the RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis with scale BB to account for future mortality improvements subject to the 3% floor.

**CITY OF DRIPPING SPRINGS, TEXAS
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

Item 9.

NOTE 10 – SUPPLEMENTAL DEATH BENEFITS PLAN

Inflation	2.50% per year
Overall payroll growth	3.50 to 10.5% per year including inflation
Discount rate	2.75%

Changes in the Net Other Post Employment Benefits Liability

	Increase (Decrease) Total OPEB Liability
Balance at 12/31/18	\$14,566
Changes for the year	
Service Cost	2,769
Interest on Total OPEB liability	589
Changes of benefit terms	0
Differences between expected and actual experience	(114)
Changes in assumption or other inputs	5,872
Benefit payments	<u>(146)</u>
Net changes	8,970
Total OPEB Liability – end of year	\$ 23,536
 Total OPEB Liability as a Percentage of Covered Payroll	 1.61%

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the current discount rate of 3.31% as well as what the City’s total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.31%) or -1 percentage point higher (4.31%) than the current rate. Because the SDBF is considered an unfunded trust, the relevant discount rate to calculate the total OPEB liability is based on the Fidelity Index’s 20 year Municipal GO AA Index.

	1% Decrease in Discount Rate (2.31%)	Discount Rate (3.31%)	1% Increase in Discount Rate (4.31%)
Total OPEB liability	\$30,555	\$23,536	\$18,434

**CITY OF DRIPPING SPRINGS
SCHEDULE OF OPEB EXPENSE
SEPTEMBER 30, 2020**

1. Total Service Cost	\$ 2,769
2. Interest on the Total OPEB Liability	589
3. Current Period Benefit Changes	-
4. Employer administrative costs	-
5. Recognition of deferred outflows/inflows of resources	-
6. Differences between expected and actual experience	(487)
7. Changes in assumptions or other inputs	766
8. Total OPEB Expense	\$ 3,637

NOTE 10 – SUPPLEMENTAL DEATH BENEFITS PLAN

**CITY OF DRIPPING SPRINGS
 SCHEDULE OF OPEB OUTFLOWS AND INFLOWS - CURRENT AND FUTURE EXPENSE
 SEPTEMBER 30, 2020**

	Recognition Period (or amortization yrs)	Total (Inflow) or Outflow of Resources	2019 Recognized in current OPEB expense	Deferred (Inflow) Outflow in future expense
<u>Due to Liabilities:</u>				
Difference in expected and actual experience [actuarial (gains) or losses]	8.2000	\$ (114)	\$ (14)	\$ (100)
Change in assumptions [actuarial (gains) or losses]	8.2000	\$ 5,872	\$ 716	\$ 5,156
Contributions made subsequent to measurement date				
Total (excluding city provided Contributions made subsequent to measurement date)				\$ 5,056

Deferred Outflows and Deferred Inflows of Resources, by year, to be recognized in future OPEB expense as follows:

	Net deferred outflows (inflows) of resources
2020	\$ 279
2021	279
2022	279
2023	279
2024	120
Thereafter	1,285
Total	\$ 2,521

Other Information

Due to the SDBF being considered an unfunded OPEB plan, benefit payments are treated as being equal to the employer’s yearly contributions for retirees. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75 to pay related benefits. In order to determine the retiree portion of the City’s Supplemental Death Benefit Plan contributions (that which is considered OPEB), the City should perform the following calculation:

Total covered payroll * retiree Portion of SDB Contribution (Rate)

11. SUBSEQUENT EVENTS

Since 2010 the population within the City Limits of Dripping Springs has more than doubled to approximately 4,667. The Extraterritorial Jurisdiction houses approximately 40,000 and there are nearly 75,000 in the retail trade area. It is home to one of the top school districts in the state which has a definite impact on the population explosion.

Planned development in the next couple of years includes a variety of single family, multi-family residential, senior living and commercial projects currently being platted or under construction. The City is also working on development agreements for 3 large scale subdivisions for platting in the next two years. One development underway will host 228 acres of open space to include greenbelts, agricultural space, a golf course, residential home sites and commercial areas. Commercial projects continue to generate not only site development, subdivision and building permit fees but also sales tax and job creation. In Fiscal Year 2020 the city issued 826 residential building permits and 72 commercial building permits.

Many of these developments have wastewater capacity reserved through the City's South Regional Water Reclamation System. The City has secured a permit to expand the Water Reclamation System to accommodate the rapid residential and commercial growth in Dripping Springs as well secured funding for the expansion project from the Texas Water Development Board. The permit continues to be challenged in Court and both the City and the State of Texas are aggressively defending the issuance of the permit. Despite this challenge, the Texas Water Development Board is comfortable with the City moving forward with engineering design and easement acquisition for the expansion project.

Dripping Springs, also known as the Wedding Capital of Texas, continues to grow as a tourism destination. The City is home to many bed and breakfast establishments and three hotels with one currently under construction. It is home to five unique public parks. Dripping Springs Ranch Park is home to the County livestock show as well as many rodeos, horse shows, festivals, markets and other events throughout the year. The city was donated 300 acres of land that will become Rathgeber Natural Resource Park, and it will take a few years of planning and construction before it is open to the public. The City and its surrounding area is home to over 35 wineries and breweries and a host of restaurants and music venues.

A new Parkland Dedication Ordinance was adopted that includes a Parkland Development Fee to be paid by new residential development. A Sidewalk Cash in Lieu Fee and Mercer Street Historic District Parking in Lieu Fee were also established this year.

An increase in Property, Sales and Hotel Occupancy taxes and job opportunities in the area have been significantly impacted by the continued growth in Dripping Springs

**REQUIRED
SUPPLEMENTARY
INFORMATION**

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET & ACTUAL – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Budgeted Amounts</u>		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
General Government				
Taxes - Ad Valorem, penalties, interest	1,292,527	1,292,527	1,304,191	11,664
Sales & mixed beverage tax	2,942,662	3,000,662	3,121,509	120,847
Alcohol permits	6,378	6,378	6,847	469
Rental Income	-	-	4,343	4,343
Total Taxes	4,241,567	4,299,567	4,436,890	137,323
Charges for Services				
Zoning, Sign and Other Fees	65,305	65,305	120,513	55,208
Building Code Fees	1,020,000	1,020,000	1,614,774	594,774
Health Permit Inspections	50,000	50,000	52,644	2,644
Municipal court revenues	250	250	-	(250)
Total Charges for Services	1,135,555	1,135,555	1,787,931	652,376
Development Fees				
Subdivision	451,700	451,700	293,125	(158,575)
Site Development	265,531	265,531	412,838	147,307
Total Development Fees	717,231	717,231	705,963	(11,268)
Other Revenues				
Transfer from capital improvements, GF	307,500	307,500	-	(307,500)
Hotel Occupancy tax	430,000	430,000	368,896	(61,104)
ESD Fire Inspections income	15,000	15,000	22,130	7,130
1% TWC fees	24,000	24,000	26,417	2,417
Balance forward	1,429,709	1,429,709	-	(1,429,709)
Other income	50,000	50,000	129,740	79,740
Fema dam repair	352,487	352,487	117,375	(235,112)
Transfer from Park dedication	267,460	267,460	152,074	(115,386)
Total Other Revenues	2,876,156	2,876,156	816,632	(2,059,524)
Interest Income	49,800	49,800	67,479	17,679
Total General Government Revenues	9,020,309	9,078,309	7,814,895	(1,263,414)

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET & ACTUAL – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Item 9.

	<u>Budgeted Amounts</u>			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Transfer from Parkland Dedication	269,700	269,700	-	(269,700)
Transfer from Landscaping Fund	7,500	8,900	-	(8,900)
Ag facility fees	2,555	2,555	0	(2,555)
pool and pavilion	40,000	40,000	-	(40,000)
Tomato Festival	-	-	-	-
Total Farmers Market	71,912	71,912	28,197	(43,715)
Riding Permits	12,000	12,000	9,904	(2,096)
Cleaning fees/staff fees	-	-	9,975	9,975
Park donations	5,000	5,000	6	(4,994)
Landscaping Fund balance forward	131,134	131,134	-	(131,134)
Park rental fees	1,500	1,500	-	(1,500)
Parkland fees	103,953	103,953	-	(103,953)
Total Park Revenues	645,254	646,654	48,082	598,572
Grant Revenue	-	-	-	-
DSRP Riding Series	80,000	80,000	61,126	(18,874)
DSRP merchandise sales	10,000	10,000	10,058	58
DSRP Stall Rentals	13,000	13,000	19,886	6,886
RV Site Rentals	22,500	22,500	12,090	(10,410)
Facility rentals	100,000	100,000	1,396	(98,604)
Equipment rental	6,000	6,000	4,545	(1,455)
Sponsored events/Rodeo Series	11,500	11,500	44,217	32,717
Other income	6,000	6,000	11,799	5,799
Interest income	1,000	1,000	873	(127)
Transfers to DSRP/balance forward	314,925	314,925	-	(314,925)
House rental income	4,000	4,000	-	(4,000)
Total DSRP Ranch Revenues	568,925	568,925	165,990	(391,005)
Founders Day	36,015	36,015	-	-
Craft Booths	6,500	6,500	-	(6,500)
Food Booths	1,100	1,100	-	(1,100)
BBQ Cookers	4,600	4,600	-	(4,600)
Carnival	9,500	9,500	-	(9,500)
Parade	3,750	3,750	-	(3,750)
Sponsorships	63,600	63,600	-	(63,600)
Electric	2,400	2,400	-	(2,400)
Parking Fees	1,700	1,700	-	(1,700)
Transfer from HOT	90,108	90,108	-	(90,108)
Total Founders Day Revenue	219,273	219,273	-	(219,273)
Total Park Revenues	1,433,452	1,434,852	214,072	(11,648)
Total General Fund Revenues	10,453,761	10,513,161	8,028,967	(2,484,194)

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET & ACTUAL – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u> <u>Amounts</u>	<u>Variance with</u> <u>Final Budget</u> <u>Positive</u> <u>(Negative)</u>
	<u>Original</u>	<u>Final</u>		
GENERAL GOVERNMENT EXPENDITURES				
Capital Outlay			708,162	(708,162)
Salaries	1,515,898	1,515,898	1,650,279	(134,381)
Payroll Taxes	120,340	120,340	204,647	(84,307)
Health Insurance Employee Benefits	159,283	159,283	176,112	(16,829)
Retirement	89,145	89,145	102,428	(13,283)
Bad debt expense	5,000	5,000	325	4,675
Records management	580	580	840	(260)
Engineering	70,000	70,000	68,815	1,185
Office Supplies	25,000	25,000	24,764	236
Office Equipment/Software	149,450	149,450	139,982	9,468
Stephenson improvements & Land use plan transportation improvement projects	51,500	51,500	19,788	31,712
Street lights	669,620	669,620	-	669,620
Streets water	20,000	20,000	15,588	4,412
Office electric	3,000	3,000	3,981	(981)
Office water	4,500	4,500	4,331	169
Stephenson & Triangle Electric	650	650	523	127
Stephenson & Triangle Water	2,000	2,000	1,230	770
Dam repair	500	500	884	(384)
Street maintenance	307,155	307,155	348,243	(41,088)
Office maintenance repairs	175,515	175,515	50,163	125,352
Maintenance equipment	10,960	10,960	10,940	20
City hall remodel	46,500	46,500	38,891	7,609
Historic District, Lighting and HR consultants	10,000	10,000	5,492	4,508
Family violence center	32,500	32,500	13,658	18,842
Lighting compliance	7,000	7,000	7,000	-
Equipment maintenance & supplies	2,000	2,000	1,716	284
Economic development	3,947	3,947	1,711	2,236
Emergency Management	5,000	5,000	5,000	-
Emergency Equip Maint & Covid 19	11,998	11,998	29,568	(17,570)
Public relations	7,400	7,400	22,920	(15,520)
Website newsletter	5,000	5,000	5,897	(897)
Postage	4,000	4,000	1,500	2,500
TML insurance liability	3,500	3,500	2,498	1,002
TML insurance property	14,769	14,769	15,026	(257)
TML insurance workers comp	25,034	25,034	31,779	(6,745)
Dues fees pubs	9,853	9,853	21,622	(11,769)
Public notices	22,000	22,000	19,748	2,252
Election	5,000	5,000	8,358	(3,358)
Communications/Network	5,700	5,700	-	5,700
Total Contract Services	20,160	20,160	35,599	(15,439)
	<u>3,621,457</u>	<u>3,621,457</u>	<u>3,800,008</u>	<u>(178,551)</u>

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET & ACTUAL – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Item 9.

	<u>Budgeted Amounts</u>			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Financial Services	140,000	140,000	149,428	(9,428)
City Attorney	175,000	175,000	107,250	67,750
Muni court	5,000	5,000	5,584	(584)
Building inspector	816,000	816,000	1,013,692	(197,692)
Health inspector	45,000	45,000	44,039	961
DSRP Salaries, Taxes, benefits, retirement	358,908	358,908	167,535	191,373
Architectural Consultant	5,000	5,000	4,373	627
Training CE	38,353	38,353	12,417	25,936
Code publication	8,500	8,500	12,393	(3,893)
Fleet maintenance & acquisition	39,000	39,000	6,532	32,468
Mileage	2,000	2,000	1,640	360
Miscellaneous	20,000	20,000	12,303	7,697
TIRZ Expenses	115,000	115,000	-	115,000
Contingencies	50,000	50,000	28,274	21,726
TXF to Reserve Fund	125,000	125,000	125,000	-
Sales Tax TXF to WWU	588,532	588,532	613,675	(25,143)
Eco D transfer	474,150	474,150	306,077	168,073
ECOD & Spas	65,472	65,472	586,070	(520,598)
Debt Service payments	92,805	92,805	92,805	-
TXF to DSRP	60,113	60,113	61,236	(1,123)
Total Administrative expenses	3,223,833	3,223,833	3,350,323	(126,490)
Park Master plans	-	-	-	-
Park Consultants	5,000	5,000	-	5,000
Pool Management	75,000	75,000	1,460	73,540
Pool equipment, park equip & supplies	8,000	8,000	16,950	(8,950)
Parkland Improvements	269,700	269,700	-	269,700
Founders Park, Charro & Sports Rec Improvements	277,200	269,700	-	269,700
Charro Ranch park supplies	1,550	1,550	-	1,550
Founders Park Supplies	6,000	6,000	600	5,400
Portable toilets	5,000	5,000	4,890	110
Electric	-	-	10,206	(10,206)
DSRP Tree planting	20,700	22,100	-	22,100
Founders park maintenance	40,500	40,500	17,409	23,091
S&R park maintenance	50,900	50,900	31,536	19,364
Charro ranch park maintenannce	12,800	12,800	13,093	(293)
Triangle veterans memorial park	12,700	12,700	441	12,259
general park maintenance	8,000	8,000	2,942	5,058
Total Parks	793,050	786,950	99,527	687,423
DSRP Operating expenses				
Advertising	500	500	529	(29)
Office supplies	3,000	3,000	1,053	1,947
Supplies and materials	20,000	20,000	19,293	707
Sponsored Events	40,000	40,000	32,592	7,408
RV Parking lot	50,000	50,000	50,000	-
Equipment rental	1,000	1,000	10,000	(9,000)
Drainage repairs	110,000	110,000	21,000	89,000
training & education	3,195	3,195	4,545	(1,350)

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET & ACTUAL – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Item 9.

Portable toilets	800	800	780	20
Electric	60,000	60,000	54,123	5,877
Water	15,000	15,000	7,894	7,106
merchandise & concessions	5,000	5,000	9,594	(4,594)
Alarm	1,080	1,080	1,280	(200)
Equipment & Improvements	90,000	90,000	6,216	83,784
Communications	15,500	15,500	6,864	8,636
Lawn maintenance	12,000	12,000	12,000	-
Contract labor	10,400	10,400	10,400	-
General maintenance	47,250	47,250	44,656	2,594
Stall cleaning	2,000	2,000	600	1,400
other expenses	2,500	2,500	4,783	(2,283)
Dues fees subscriptions	1,000	1,000	1,072	(72)
propane	3,500	3,500	1,819	1,681
Contingencies	50,000	50,000	13,168	36,832
Mileage	1,500	1,500	341	1,159
Tree planting	20,700	20,700	15,500	5,200
Total DSRP expenses	565,925	565,925	330,102	235,823
Founders Day expenses				
Publicity	8,500	8,500	1,977	6,523
Rentals - Toilets	6,500	6,500	-	6,500
Security	20,000	20,000	-	20,000
Band	15,000	15,000	-	15,000
Electrical setup	4,600	4,600	-	4,600
Barricades & traffic plan	19,874	19,874	5,247	14,627
Electricity	1,800	1,800	-	1,800
Tents, Tables, & Chairs	4,500	4,500	-	4,500
Sponsorships	5,000	5,000	178	4,822
Parade	650	650	-	650
Flood plain study	-	-	-	-
Postage & Miscellaneous	7,000	7,000	83	6,917
Contingencies	31,141	31,141	-	31,141
Clean-up & waste disposal	4,600	4,600	-	4,600
Total Founders Day	<u>129,165</u>	<u>129,165</u>	<u>7,485</u>	<u>121,680</u>
Total Farmers Market Expenses	<u>71,912</u>	<u>71,912</u>	<u>27,902</u>	<u>44,010</u>
Total HOT, Parkland Project expenses	<u>497,810</u>	<u>497,810</u>	<u>367,893</u>	<u>129,917</u>
Total Parks & Recreation	<u>2,057,862</u>	<u>2,051,762</u>	<u>832,909</u>	<u>1,218,853</u>
Total Governmental Expenditures	<u>8,903,152</u>	<u>8,897,052</u>	<u>7,983,240</u>	<u>913,812</u>
Revenues Over (Under) Expenditures	<u>1,550,609</u>	<u>1,616,109</u>	<u>45,727</u>	<u>(1,570,382)</u>
Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Changes in Fund Balance	<u>1,550,609</u>	<u>1,616,109</u>	<u>45,727</u>	<u>(1,570,382)</u>
Fund Balance Beginning of Year	<u>5,010,506</u>	<u>5,010,506</u>	<u>5,010,506</u>	
Adjustment to Beginning Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>	
Adjusted Beginning Fund Balance	<u>5,010,506</u>	<u>5,010,506</u>	<u>5,010,506</u>	
Fund Balance End of Year	<u>6,561,115</u>	<u>6,626,615</u>	<u>5,056,233</u>	<u>(1,570,382)</u>

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET & ACTUAL – PROPRIETARY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Item 9.

	<u>Budgeted Amounts</u>			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
	-			
Solid Waste	36,000	36,000	36,414	414
ROW fees/Telephone franchise fees	15,000	15,000	12,922	(2,078)
Portion of Sales Tax	588,532	588,532	613,675	25,143
PEC	120,000	120,000	125,825	5,825
Texas gas franchise fees	3,600	3,600	3,542	(58)
Total Taxes & revenues	<u>763,132</u>	<u>763,132</u>	<u>792,378</u>	<u>29,246</u>
Charges for Services				
Wastewater sales	803,877	803,877	780,472	(23,405)
Late fees/return check Fees	3,000	3,000	10,537	7,537
Over Use fees	20,000	20,000	54,325	34,325
Cable	115,000	115,000	132,068	17,068
Total Charges for Services	<u>941,877</u>	<u>941,877</u>	<u>977,402</u>	<u>35,525</u>
Development Fees				
Transfer fees	124,008	124,008	7,039	(116,969)
Delayed connection fees	208,150	208,150	154,287	(53,863)
Line extensions			2,422	2,422
Reuse Fees	-	-	127,300	127,300
Total Development Fees	<u>332,158</u>	<u>332,158</u>	<u>291,048</u>	<u>(41,110)</u>
Other Revenues				
Transfer In for Debt Service	1,674,735	1,674,735	1,683,179	8,444
Prior year Balance Forward	31,902,943	31,902,943	-	(31,902,943)
Other income	30,000	30,000	161,080	131,080
Impact fees	909,600	909,600	750,773	(158,827)
Interest income	91,000	91,000	104,285	13,285
Total Other Revenues	<u>34,608,278</u>	<u>34,608,278</u>	<u>2,699,317</u>	<u>(31,908,961)</u>
Interest Income	-	-	-	-
Total Proprietary Fund Revenues	<u>36,645,445</u>	<u>36,645,445</u>	<u>4,760,145</u>	<u>(31,885,300)</u>

CITY OF DRIPPING SPRINGS, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET & ACTUAL – PROPRIETARY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Item 9.

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
WASTEWATER UTILITY FUND EXPENDITURES				
Depreciation	0	0	507,619	(507,619)
Administrative expense	104,400	104,400	113,793	(9,393)
Auditing	10,000	10,000	10,000	-
Planning/Permitting	50,000	50,000	66,026	(16,026)
Chlorinator expenses	3,500	3,500	2,546	954
Engineering & surveying fees	20,000	20,000	39,488	(19,488)
Electricity	45,000	45,000	42,975	2,025
Phone	3,000	3,000	6,218	(3,218)
Supplies	3,000	3,000	11,013	(8,013)
Chemicals	8,000	8,000	6,892	1,108
Legal fees	30,000	30,000	20,293	9,707
Odor control	15,000	15,000	6,027	8,973
Lab testing	25,000	25,000	48,857	(23,857)
Meter calibrations	700	700	-	700
Water CCN application	5,000	5,000	-	5,000
Equipment	17,000	17,000	-	17,000
Other expense	5,000	5,000	27,641	(22,641)
CA 2nd phase irrigation fields	300,000	300,000	30,000	270,000
System repairs & maintenance	20,000	20,000	14,065	5,935
Reimburse Caliterra Oversize west intercep	500,000	500,000	-	500,000
Pump and haul	30,000	30,000	97,140	(67,140)
Drip Field Lawn repairs	20,000	20,000	10,497	9,503
Lift Station Repairs	15,000	15,000	32,583	(17,583)
2nd amendment to CIP 1881	5,000	5,000	-	5,000
Regulatory fees	3,500	3,500	1,878	1,622
Non-routine operations	50,000	50,000	63,459	(13,459)
TWDB Construction Phase Services	10,000	10,000	-	10,000
Wasteflow water measurement	9,000	9,000	7,080	1,920
Road Reconstruction	20,000	20,000	1,806	18,194
Jetting lines	10,000	10,000	20,173	(10,173)
TWDB 2019 Bond expenses,interest exp	2,407,140	2,407,140	129,876	2,277,264
WWTP repairs	30,000	30,000	23,601	6,399
Water and Sewer Expenses			173,737	(173,737)
Lift Station cleaning	4,000	4,000	4,732	(732)
Routine operations	87,000	87,000	47,704	39,296
Sludge hauling	80,000	80,000	80,428	(428)
WW lawn maintenance	10,000	10,000	10,879	(879)
Dues fees subscriptions	100	100	-	100
Transfer to Debt Service	2,417,611	2,417,611	1,662,735	754,876
Transfer to WW reserve	12,000	12,000	296,166	(284,166)
Total WW Utility Fund Expenditures	6,384,951	6,384,951	3,617,927	2,767,024
Net Changes in Fund Balance	30,260,494	30,260,494	1,142,218	(29,118,276)
Fund Balance Beginning of Year	11,135,827	11,135,827	11,135,827	
Fund Balance End of Year	41,396,321	41,396,321	12,278,045	

City of Dripping Springs
Schedule of Changes in Net Pension Liability and Related Ratios
Last ten years (will ultimately be displayed)

Total pension liability	2014	2015	2016	2017	2018	2019
1. Service Cost	\$ 21,762	30,743	50,354	67,410	129,750	163,515
2. Interest (on the Total Pension Liability)	20,810	24,446	29,124	38,747	48,199	59,115
3. Changes of benefit terms	-			62,645	0	0
4. Difference between expected and actual experience	4,877	1,741	(4,706)	18,543	(14,071)	(6,464)
5. Changes of assumptions	-	15,501	-	-	-	3,380
6. Benefit payments, including refunds of employee contributions	-	-	-	(6,768)	(24,895)	(13,212)
7. Net change in total pension liability	\$ 47,449	72,431	74,772	180,577	138,983	206,334
8. Total pension liability - beginning	286,410	333,859	406,290	481,062	661,639	800,622
9. Total pension liability - ending	\$ 333,859	406,290	481,062	661,639	800,622	1,006,956
Plan fiduciary net position						
1. Contributions - employer	\$ 6,280	8,735	14,212	28,309	78,968	92,626
2. Contributions - employee	20,391	24,994	38,205	55,761	68,470	87,441
3. Net investment income	14,704	440	22,471	56,460	(16,201)	100,230
4. Benefit payments, including refunds of employee contributions	-	-	-	(6,768)	(24,895)	(13,212)
5. Administrative Expense	(153)	(268)	(253)	(292)	(313)	(564)
6. Other	(13)	(13)	(14)	(15)	(17)	(18)
7. Net change in plan fiduciary net position	\$ 41,209	33,888	74,621	133,455	106,012	266,503
8. Plan fiduciary net position - beginning	256,905	298,114	332,002	406,623	540,078	646,090
9. Plan fiduciary net position - ending	\$ 298,114	332,002	406,623	540,078	646,090	912,593
Net pension liability [A.9-B.9]	\$ 35,745	74,288	74,439	121,561	154,532	94,363
Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]	89.29%	81.72%	84.53%	81.63%	80.70%	90.63%
Covered-employee payroll	\$ 407,828	499,885	764,092	984,086	1,141,163	1,457,351
Net pension liability as a percentage of covered employee payroll [C / E]	8.76%	14.86%	9.74%	12.35%	13.54%	6.47%

**City of Dripping Springs
Schedule of Contributions**

Item 9.

Last 10 Fiscal Years (will ultimately be displayed)

September 30, 2020

	2014	2015	2016	2017	2018	2019
Actually Determined Contribution	\$ 26,671	\$ 33,729	\$ 52,417	\$ 84,070	147,438	180,067
Contributions in relation to the actuarially determined contribution	<u>26,671</u>	<u>33,729</u>	<u>52,417</u>	<u>84,070</u>	<u>147,438</u>	<u>180,067</u>
Contribution deficiency (excess)	-	-	-	-	-	-
Covered employee payroll	\$ 407,828	\$ 499,885	\$ 764,092	\$ 984,086	1,141,163	1,457,351
Contributions as a percentage of covered employee payroll	6.54%	6.75%	6.86%	8.54%	12.92%	12.36%

Noes to Schedule of Contributions

Valuation Date determined 12/31/2018
Notes

Valuation Date:
Notes

Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	25 Years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.50% to 10.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experienced-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014-2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre Retirement: PUB 10 mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes There were no benefit changes during the year.

**OTHER
SUPPLEMENTARY
INFORMATION**

**NON-MAJOR GOVERNMENTAL FUND COMBINING
STATEMENTS – GOVERNMENTAL FUNDS**

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

	Debt Service Fund	Special Revenue Funds	Total Nonmajor Governmental Funds
Revenue:			
Taxes:			
Hotel Motel Taxes		368,896	368,896
Park revenues		213,201	213,201
Other income	-	26,417	26,417
Interest income	1,655	18,764	20,419
Total Revenues:	<u>\$ 1,655</u>	<u>\$ 627,278</u>	<u>\$ 628,933</u>
Expenditures:			
Personnel Services	-	-	
Supplies and Operations			
Contract Services		-	-
Miscellaneous		367,893	367,893
DSRP Expenses		254,901	254,901
Farmers Market		27,902	27,902
Capital Outlay		126,690	126,690
Debt Service:			
Principal	65,000		65,000
Interest	27,805		27,805
Total Expenditures	<u>92,805</u>	<u>777,386</u>	<u>870,191</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(91,150)</u>	<u>(150,108)</u>	<u>(241,258)</u>
Other Financing Sources (Uses):			
Transfers (Out)/In	90,108	265,555	355,663
Total Other Financing Sources (Uses)	<u>90,108</u>	<u>265,555</u>	<u>355,663</u>
Net Change in Fund Balances	(1,042)	115,447	114,405
Fund Balances - Beginning	\$ 97,220	\$ 1,424,821	\$ 1,522,041
Fund Balances - Ending	<u>\$ 96,178</u>	<u>\$ 1,540,268</u>	<u>\$ 1,636,446</u>

CITY OF DRIPPING SPRINGS, TEXAS

Item 9.

**COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS**

	<u>Debt Service Fund</u>	<u>Special Revenue Funds</u>	<u>Total Nonmajor Governmental Funds</u>
Revenue:			
Taxes:			
Hotel Motel Taxes		368,896	368,896
Park revenues		213,201	213,201
Other income	-	26,417	26,417
Interest income	1,655	18,764	20,419
Total Revenues:	<u>\$ 1,655</u>	<u>\$ 627,278</u>	<u>\$ 628,933</u>
Expenditures:			
Personnel Services	-	-	
Supplies and Operations			
Contract Services		-	-
Miscellaneous		367,893	367,893
DSRP Expenses		254,901	254,901
Farmers Market		27,902	27,902
Capital Outlay		126,690	126,690
Debt Service:			
Principal	65,000		65,000
Interest	27,805		27,805
Total Expenditures	<u>92,805</u>	<u>777,386</u>	<u>870,191</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(91,150)</u>	<u>(150,108)</u>	<u>(241,258)</u>
Other Financing Sources (Uses):			
Transfers (Out)/In	90,108	265,555	355,663
Total Other Financing Sources (Uses)	<u>90,108</u>	<u>265,555</u>	<u>355,663</u>
Net Change in Fund Balances	(1,042)	115,447	114,405
Fund Balances - Beginning	\$ 97,220	\$ 1,424,821	\$ 1,522,041
Fund Balances - Ending	<u>\$ 96,178</u>	<u>\$ 1,540,268</u>	<u>\$ 1,636,446</u>

CITY OF DRIPPING SPRINGS, TEXAS
 COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS (Continued)

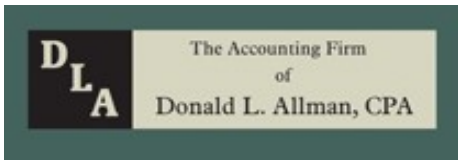
Item 9.

	Hotel Motel Tax	PEG Fund	Reserve Fund	Dripping Springs Ranch Park	Farmers Market	Total Nonmajor Special Revenue Funds
ASSETS						
Assets:						
Cash and Cash Equivalents	\$ 71,993	\$ 112,632	\$ 1,310,195	9,422	36,026	\$ 1,540,268
Total Assets	<u>\$ 71,993</u>	<u>\$ 112,632</u>	<u>\$ 1,310,195</u>	<u>9,422</u>	<u>36,026</u>	<u>\$ 1,540,268</u>
LIABILITIES AND FUND BALANCES:						
Accounts payable				-		-
Deposits payable				-		-
Liabilities:				-		-
Fund Balances:						
Restricted - Hotel Motel Tax	71,993					71,993
Restricted - PEG Fund		112,632				112,632
Committed - Reserve Funds			1,310,195			1,310,195
Assigned - Dripping Springs Ranch Park				9,422		9,422
Assigned - Farmers Market					36,026	36,026
Unassigned	-	-	-	-	-	-
Total Fund Balance	<u>71,993</u>	<u>112,632</u>	<u>1,310,195</u>	<u>9,422</u>	<u>36,026</u>	<u>1,540,268</u>
 Total Liabilities and Fund Balance	 <u>\$ 71,993</u>	 <u>\$ 112,632</u>	 <u>\$ 1,310,195</u>	 <u>9,422</u>	 <u>36,026</u>	 <u>\$ 1,540,268</u>

**CITY OF DRIPPING SPRINGS, TEXAS
 COMBINING STATEMENT OF REVENUES,
 EXPENDITURES AND CHANGES IN FUND BALANCES
 NONMAJOR GOVERNMENTAL FUNDS (Continued)**

Item 9.

	Hotel Motel Tax	PEG Fund	Reserve Fund	Dripping Springs Ranch Park	Farmers Market	Total Nonmajor Special Revenue Funds
Revenue:						
Hotel Motel Tax	368,896					368,896
TWC Fees		26,417				26,417
Dripping Springs Ranch Park Revenues				185,003		185,003
Farmers Market					28,198	28,198
Interest income	\$ 1,566	\$ 1,186	\$ 14,699	873	440	\$ 18,764
Total Revenues	370,462	27,603	14,699	185,876	28,638	627,278
Expenditures:						
Hotel Motel Tourism Expenses	367,893					367,893
Dripping Springs Ranch Park Expenses				254,901		254,901
Capital Outlay				126,690		126,690
Farmers Market expenses					27,902	27,902
Total Expenditures	367,893	-	-	381,591	27,902	777,386
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,569	27,603	14,699	(195,715)	736	(150,108)
Other Financing Sources (Uses):						
Transfers	-		125,000	140,555		265,555
Total Other Financing Sources (Uses)	-	-	125,000	140,555		265,555
Net Change in Fund Balances	2,569	27,603	139,699	(55,160)	736	115,447
Fund Balances - Beginning	69,424	85,029	1,170,496	64,582	35,290	1,424,821
Fund Balances - Ending	\$ 71,993	\$ 112,632	\$ 1,310,195	9,422	36,026	\$ 1,540,268



CERTIFIED PUBLIC ACCOUNTANT

**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Mayor & City Council
City of Dripping Springs, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Dripping Springs, Texas as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City of Dripping Springs, Texas’ basic financial statements, and have issued our report thereon dated January 15, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Dripping Springs, Texas’ internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Dripping Springs, Texas’ internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Dripping Springs, Texas’ internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Dripping Springs, Texas’ financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC
Georgetown, TX
January 15, 2021

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO THE ASSIGNMENT OF ALL RIGHTS, INTERESTS, AND OBLIGATIONS OF SCENIC LAND HOLDINGS UNDER THE DEVELOPMENT AGREEMENT, THE UTILITY AGREEMENT, AND PID FINANCING AGREEMENT, TO CAPITAL LAND INVESTMENTS 2, LP, ONCE ALL PREREQUISITES ARE MET.

WHEREAS, Capital Land Investments 2, LP, a Texas limited partnership (“Assignee”), has provided to Scenic Land Holdings, LLC a Delaware limited liability company (“Assignor”) the certification described in Section 9.03 of that certain PID Financing Agreement by and among the City of Dripping Springs, Texas (the “City”), and Assignor dated effective February 13, 2018 (the “PID Financing Agreement”), the certification described in Section 7.1 of that certain Amended and Restated Development Agreement by and between the City and Assignor dated effective March 1, 2017 (the “Development Agreement”), and a certification regarding each such party’s satisfaction of the requirements for the proposed assignment of Assignor’s rights, interests and obligations under the Water and Wastewater Utility Agreement by and between the City and Paintbrush 290 GP, LLC dated effective July 19, 2007 (the “Utility Agreement”), a copy of which certifications are attached hereto; and

WHEREAS, Assignor has notified the City that Assignor proposes to assign Assignor’s rights, interests and obligations under the Amended and Restated Development Agreement, the Water and Wastewater Agreement, and PID Financing Agreement, to Assignee as owner of undivided interests in the land currently owned by Assignor; and

WHEREAS, All objections, if any, by the City have been cured under all Agreements. The City hereby approves the Assignments and confirms that Assignee satisfies the requirements for assignment of the Development Agreement, the Utility Agreement and the PID Financing Agreement (collectively, the “Agreements”) to Assignee and that Assignor will be released from its obligations under the Agreements upon the Assignments; and

WHEREAS, The undersigned acknowledges that the Assignments will only occur and be effective if and at such time as the closing of the sale to Assignee of the land owned by Assignor occurs, at which time the Assignments will be executed by Assignor and Assignee and all other requirements are met.

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby consents to the assignment of all rights, interests, and obligations of Assignor to Assignee.
3. The City Council hereby authorizes the City to execute the Assignment and Assumption Agreement for the Agreements, the Notice of Transfer and Assignment of the Agreements and the Certificates of No Defaults for the Agreements when all prerequisites are satisfied.
4. The requirement for a 60-day notice of assignment to the City is waived.
5. This Resolution shall take effect on the date the sale of the Land closes.
6. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 16th day of February 2021, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

GENERAL ASSIGNMENT AND BILL OF SALE

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Assignment and Bill of Sale (this "Assignment and Bill of Sale") is executed by PAINTBRUSH 290, LP, a Texas limited partnership, and Joe W. Tippet, an individual (collectively, "Grantor"), in favor of Scenic Land Holdings LLC, a Delaware limited liability company ("Grantee") to be effective as of the date set forth below.

A. Recitals.

1. Grantor has conveyed to Grantee that certain real property located in Hays County, Texas, described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Real Property").

2. In connection with Grantee's purchase of the Real Property from Grantor, Grantor has assigned to Grantee all of the rights, benefits and privileges of Grantor in and to all appurtenances (the "Appurtenances") including without limitation, all easements, rights, titles, benefits, privileges, tenements, hereditaments, mineral and water executive rights and royalty interests, air rights, interests and appurtenances thereon or in any way pertaining to the Real Property in any wise belonging and any strips or gores, if any, between the Real Property and abutting properties, and any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, or any creek, channel, river or lake, abutting or adjacent to the Real Property.

3. Grantor additionally desires to convey to Grantee all of Grantor's right, title and interest in and to:

a. any development rights benefiting or associated with the Real Property, including but not limited to any and all applications, permits, licenses, approvals, living unit equivalent allocations, utility service commitments, reimbursement rights, utility taps, letters of credit, paid fees in lieu of water quality, posted fiscal deposits and fees, contracts, rights under traffic phasing agreements, access permits, or other development rights and benefits now or hereafter associated with the Real Property, together with all construction plans and engineering work product relating to the Real Property and proposed improvements thereon;

b. all of the personal property owned by Grantor which is currently located on or in the Real Property (collectively, the "Personal Property").

B. Consideration. The consideration for this Assignment and Bill of Sale is Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid and delivered by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged.

C. Assignment and Bill of Sale. Grantor does hereby GRANT, SELL, TRANSFER, CONVEY, DELIVER AND ASSIGN unto Grantee all of Grantor's right, title and interest in and

to the Appurtenances and Personal Property, WITHOUT WARRANTY, whether express, implied, statutory or otherwise; to HAVE AND TO HOLD the Appurtenances and Personal Property unto Grantee and Grantee's successors and assigns forever.

D. Disclaimer. EXCEPT AS TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THAT CERTAIN PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS DATED NOVEMBER 20, 2013, REGARDING THE REAL PROPERTY, IT IS UNDERSTOOD AND AGREED THAT GRANTOR HAS NOT MADE, IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERSONAL PROPERTY. BY ITS ACCEPTANCE OF THIS ASSIGNMENT AND BILL OF SALE, GRANTEE ACCEPTS THE PERSONAL PROPERTY IN ITS CURRENT CONDITION, "AS IS, WHERE IS, AND WITH ALL FAULTS".

E. Miscellaneous Provisions.

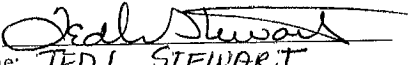
1. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.
2. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
3. Headings. The headings and captions are inserted in this Assignment and Bill of Sale as a matter of convenience only and shall not control or affect the meaning or construction of any provision of this Assignment and Bill of Sale.
4. Singular and Plural; Gender. Where required for proper interpretation, words used herein in the singular tense shall include the plural, and *vice versa*; the masculine gender shall include the neuter and the feminine, and *vice versa*.

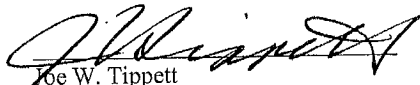
[Signature page follows]

EFFECTIVE as of November 14, 2014.

PAINTBRUSH 290, LP,
a Texas limited partnership

By: Paintbrush 290 GP, LLC its general partner

By: 
Name: TED L. STEWART
Title: Manager


Joe W. Tippett


THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of November, 2014, by TED L. STEWART, MANAGER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Paintbrush 290, LP, a Texas limited partnership, as a Manager of Paintbrush 290 GP, LLC, its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.


NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of November, 2014, by Joe W. Tippett, an individual.


NOTARY PUBLIC, State of Texas

[Signatures continue on next page]

SCENIC LAND HOLDINGS LLC,
a Delaware limited liability company

By: Bulla
Its: General Counsel

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2014,
by _____, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same as the act and deed
of **Scenic Land Holdings LLC**, a Delaware limited liability company, for the purposes and
consideration therein expressed and in the capacity therein stated, and that he was authorized to
do so.

SEE ATTACHED

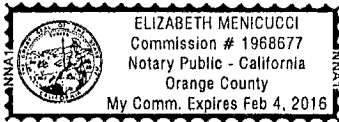
NOTARY PUBLIC, State of _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
County of Orange }

On November 13, 2014 before me, Elizabeth Menicucci, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared *** Bruce V. Cook ***
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth Menicucci
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: General Assignment and Bill of Sale
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Individual

Corporate Officer - Title(s): _____

Partner - Limited General

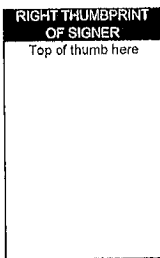
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



Signer's Name: _____

Individual

Corporate Officer - Title(s): _____

Partner - Limited General

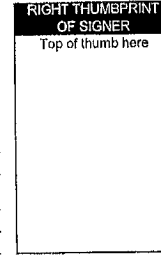
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



**EXHIBIT A
TO
GENERAL ASSIGNMENT AND BILL OF SALE**

Legal Description of Real Property

Tract 1:

Being 214.42 acres of land, more or less, out of the Abner Smalley Survey, Abstract No. 443, the L.W. Kingsley Survey No. 414, The T.F. Martin Survey, Abstract No. 839 in Hays County, Texas, and being the same property conveyed by Double L. Properties to Paintbrush 290 LP in a deed recorded in Volume 2845 Page 23 of the Official Public Records of Hays County, Texas.

Tract 2:

Being 78.432 acres of land, more or less, out of the J.B. Hume Survey No. 30, Abstract No. 614, L.W. Kingsley Survey No. 414, The T.F. Martin Survey, Abstract No. 839 in Hays County, Texas, and being the same property conveyed by Weston Apartment Homes Incorporated to Joe Tippett in a deed recorded in Volume 2768 Page 815 of the Official Public Records of Hays County, Texas.

Tract 3:

Being 388.67 acres of land, more or less, out of the M.M. Justice Survey, the C.W. Cross Survey, the J.B. Hume Survey, the Bryant Sermons Preemption Survey and the J.A. Seward Survey in Hays County, Texas, and being the same property conveyed by Hellenic College Incorporated to Joe W. Tippett in a deed recorded in Volume 2774 Page 309 of the Official Public Records of Hays County, Texas.

Tract 4:

A one-half undivided interest in 7.06 acres of land, more or less, out of the Loretta D. Lowe and Larry K. Lowe Survey in Hays County, Texas, and being the same property described by metes and bounds in Patent recorded in Volume 4669 Page 473 of the Official Public Records of Hays County, Texas.

**FIRST AMENDMENT TO
WATER AND WASTEWATER UTILITY AGREEMENT
(Westwood Subdivision)**

THIS FIRST AMENDMENT TO WATER AND WASTEWATER UTILITY AGREEMENT (this "Amendment") is dated effective April 17, 2018 and is entered into between the CITY OF DRIPPING SPRINGS ("City") and SCENIC LAND HOLDINGS, LLC, a Delaware limited liability company ("Owner").

RECITALS:

- A. City and Owner's predecessor-in-interest, Paintbrush 290 GP LLC, a Texas limited liability company ("Paintbrush") entered into that certain Water and Wastewater Utility Agreement dated effective July 10, 2007 (the "Agreement") related to the construction and operation of the Infrastructure for that certain Development (as defined therein) located in the City of Dripping Springs, Hays County, Texas, as more particularly described in the Agreement.
- B. Owner is the current owner of the Land, and pursuant to that certain Assignment and Assumption of Agreement effective as of November 18, 2014, Paintbrush assigned its rights under the Agreement to Owner.
- C. Owner is developing the Land as a subdivision which is commonly known as the Westwood Subdivision (the "Project" or "Subdivision").
- D. Owner desires to sell lots within the Project, and desires that should persons purchasing such lots desire to build homes on such lots and obtain certificates of occupancy for such homes prior to the completion of the Wastewater Improvements (as defined in the Agreement), wastewater service may be provided through pump and haul until the Wastewater Improvements are complete subject to the terms and conditions contained in this Agreement.
- E. City and Owner desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

- 1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.
- 2) Capitalized Terms. All capitalized terms in this Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

- 3) Issuance of Building Permits and Certificates of Occupancy. Owner may obtain building permits and certificates of occupancy within the Project prior to completion of the Wastewater Improvements, subject to full compliance with the following terms and conditions:
- a) The facilities necessary to provide pump and haul service to the lot for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and wastewater service by pump and haul under this Agreement is otherwise available to the lot.
 - b) Owner is in compliance with the terms and conditions of this Agreement.
 - c) Owner demonstrates to the City that Owner has a current contract with a pump and haul provider that meets the requirements of this Agreement.
 - d) All other conditions for issuance of a building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.
- 4) Service Provided. In consideration for the City authorizing the issuance of building permits and certificates of occupancy as provided herein, Owner, at its sole cost and expense, shall cause wastewater from the Subdivision to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, until such time that the Wastewater Improvements are completed and the City accepts and puts into service the Wastewater Improvements. Design of and specifications related to the pump and haul facilities must be provided to City Engineer for approval and must be approved by City Engineer prior to installation of such facilities. Owner is solely responsible for all design, construction and operation of the pump and haul facilities. Costs related to the design, construction, and operation of the pump and haul facilities are not eligible to be funded or reimbursed through the Westwood PID. Owner is solely responsible for the costs of all design, construction, operation, and removal of the pump and haul facilities. Owner shall maintain all facilities related to the pump and haul service in good repair and working condition and all wastewater effluent in compliance with applicable law. Owner will report any spills or leaks to the Deputy City Administrator immediately, but no later than 12 hours of discovery. Owner will cooperate with the City to provide any information to and file any reports with the Texas Commission on Environmental Quality or successor agency (the "TCEQ") as required by law. Owner shall further comply with and cause the company supplying pump and haul services to comply with the terms of service set forth in **Exhibit A**. Upon termination of use of the pump and haul facilities Owner will remove at its sole cost and expense the pump and haul facilities (except for those facilities that will be used for the Wastewater Improvements). Pump and haul service shall be temporary and shall be terminated as soon as practicable and replaced with permanent wastewater service through the Wastewater Improvements. Wastewater Service through pump and haul facilities on the Land shall not exceed 150 LUEs.

- 5) Pump and Haul Provider. Owner shall contract with a company that holds all licenses required by the TCEQ and has the experience, expertise and financial capacity (the “Provider”) to pump and haul wastewater from the Subdivision and to maintain all pump and haul facilities. The Provider shall also not owe any delinquent taxes or fees to the City nor shall the Provider be in material default under any agreement by and between the Provider and the City. Owner shall further maintain with the City at all times the Provider’s current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal. The Provider shall maintain insurance in an amount that is acceptable to the City.
- 6) Fees and Charges. Owner is constructing the Wastewater Improvements pursuant to the Agreement, therefore it is hereby acknowledged and agreed that Owner shall not be required to pay Impact Fees or any other equivalent fees or charges that may be associated with obtaining permanent wastewater service to the Project. City shall charge and collect standard wastewater rates and fees to customers on a particular lot receiving wastewater service through pump and haul (hereafter “Pump and Haul Lot”). In other words, the fees and charges charged to the Pump and Haul Lot customer will be equivalent to that charged to other City customers that are not utilizing a pump and haul system. Fees and charges to Pump and Haul Lot customers shall not be calculated to pay the costs and expenses of a pump and haul system. Until the Pump and Haul Lots are converted to a permanent wastewater service, the money collected for the monthly wastewater charge shall be delivered to Owner (less a 6% administrative charge) to assist with the costs of operating the pump and haul system. Owner understands and agrees that it will not likely recoup the costs of pump and haul from users of the system, and that Owner is responsible for any deficiency in its operation.
- 7) Records. Owner shall make commercially reasonable efforts to cause the Provider to maintain complete records of the pump and haul service provided, and Owner shall maintain with the City a copy of any reports required by applicable state and federal regulations, related to providing pump and haul services.
- 8) Transition of Services. The City and Owner shall reasonably cooperate to smoothly transition wastewater service from the Owner to the City upon completion of the Wastewater Improvements.
- 9) Enforcement Actions. In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the pump and haul services provided under this Amendment, Owner shall be responsible for payment of said penalties within the time required under the order or applicable law.
- 10) Notice of Agreement and Pump and Haul Services. A memorandum of this Amendment (“Memorandum”) acceptable to City and Owner shall be recorded in the Official Public Records of Hays County, Texas that places prospective property owners on notice that wastewater service may be provided by pump and haul service. The Owner shall further give notice to purchasers of lots within the Subdivision that wastewater service will be

provided by pump and haul until completion of the Wastewater Improvements and shall cause homebuilders who purchase lots within the Subdivision to give such notice to subsequent purchasers.

11) Assignment. In the event that the City takes over providing pump and haul services to the Subdivision as provided by this Amendment, Owner shall assign the contract with the company providing pump and haul services under this Amendment to the City upon the City's request.

12) Notices. The notice address for Owner is hereby deleted and replaced with the following:

Scenic Land Holdings, LLC
c/o Argent Management
Attn: Travis Devan
2392 Morse Avenue
Irvine, CA 92614

With Copy To:

Metcalf Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 W. 6th Street, Suite 1300
Austin, Texas 78701

13) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Amendment. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall control.

14) No Waiver. Neither City's nor Owners' execution of this Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

15) Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

16) Entire Agreement. The parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said parties. The parties hereto agree and understand that this Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

17) Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

18) For the avoidance of doubt, this Amendment is being entered into solely for the purpose of providing assurances to the Owner that wastewater service will be available to the

Project if the Wastewater Improvements are not completed and ready to receive wastewater prior to homes within the Project needing wastewater service.

[Signatures to Follow on the Next Page]

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

CITY OF DRIPPING SPRINGS:



Todd Purcell, Mayor

SCENIC LAND HOLDINGS, LLC
A Delaware limited liability company

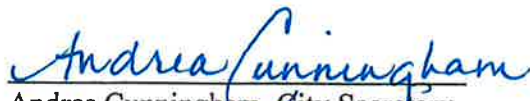


Signature

ATTEST:



Printed Name



Andrea Cunningham, City Secretary



Title



EXHIBIT A
Terms of Service

The Owner shall comply with the following requirements for conducting pump and haul operations:

1. The Owner is responsible for monitoring the pump and haul facilities to ensure there are no overflows of wastewater. A TCEQ licensed wastewater disposal company will conduct pump and haul operations. The Owner will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month via disposal manifests or similar.
2. It is proposed that new Phase 1 lift station will be used as the pump system for the pump and haul activities. If the pump or any other part of the lift station is damaged, Owner shall repair or replace, at the City's sole discretion, the damage components.
3. Immediately upon completion of pump and haul operation by the Owner, the Owner is required to clean the lift station wet well and sanitary sewer mains due to solids build up if mains are backed up.
4. Detailed plans signed and sealed by a Texas Licensed Professional Engineer must be submitted and approved by the City. Plans shall include:
 - a) All weather access road to final collection site
 - b) Calculations of projected flow
 - c) It is proposed that new Phase 1 lift station will be used as the pump system for the pump and haul activities. If the float elevations of the proposed design are to be changed from the original design, provide new calculations of storage capacity during peak wet weather flow
 - d) Plan and profile of wet well/holding tank and sewer main(s), including maximum design level elevation on profile
 - e) If any lines are to be backed up, compute storage volume in the sewer laterals to be backed up
 - f) Constant storage tank level monitoring with auto-dialer capabilities

City of Dripping Springs, Texas

Policy and Procedures for Municipal Utility Districts

PURPOSE

A Municipal Utility District ("MUD") is a type of District that functions as an independent, limited government. The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities. Managed by a board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to other services.

The following outlines the Policy for creation of MUDs within Dripping Springs City limits and ETJ. The City may support or oppose any MUDs regardless of how they are created, whether they meet this Policy or if the City finds the proposed project can be served by City utilities. Notwithstanding any provision herein to the contrary, consent to a municipal utility district is within and will remain within the ultimate discretion of the City Council and no provision herein shall be construed to obligate the City Council to grant or deny its consent to any specific petition.

CONDITIONS FOR CITY CONSENT OF MUDS

To be considered by the City Council, the real estate development project supported by the MUD must meet the following minimum requirements:

1. The MUD must be designed to achieve at least three of the priorities for Community Benefits:
 - a. Improvements or services that advance or exceed the City's code of ordinances, take into consideration environmentally sensitive areas, lighting, or natural features within the area for development.
 - b. Projects that create or enhance parks, trails, recreational facilities, open space benefits that exceed what is required by applicable development and parkland dedication regulations.
 - c. Projects that improve environmental protection, storm water quality, drainage, and flood control benefits that meet or exceed what is required by applicable development regulations.

- d. Projects that provide enhanced benefits to improve the public roadway and sidewalk network in the City or the City's ETJ.
 - e. Projects that provide enhanced water and wastewater infrastructure in the City or the City's ETJ.
2. Include a Limited Purpose Annexation for commercial areas, allowing the City to impose and collect sales and use tax generated within the MUD.
 3. Upon annexation, all water, wastewater, drainage, sidewalks, and road infrastructure constructed by the MUD will become City owned and operated infrastructure unless the City Council grants an exemption. Therefore, public infrastructure plans shall be prepared and reviewed by the City in compliance with the City's development regulations as relates to land use, infrastructure design, permitting, and inspections and applicants shall seek City development approvals prior to the commencement of any construction of public water, wastewater, drainage and road infrastructure that will be owned and operated by the City within the MUD.
 4. Construction or acquisition of any MUD facilities within or for the MUD consisting of water, wastewater, and drainage infrastructure facilities that will be owned and operated by the City shall not commence unless the design conforms to the City's standards and the plans and specifications have been approved by all government entities with jurisdiction, including the City. In cases where County and City standards conflict, City standards shall apply unless provided for in the 1445 Agreement between the City and Hays County.
 5. The MUD shall not provide services for, or acquire property to provide services for, any property outside its boundaries without the consent of the City.
 6. A MUD may not extend the boundaries of the MUD unless the City Council first adopts a resolution giving its consent to the extension. The conditions contained in the resolution consenting to the creation of the MUD also apply to any boundary extension, unless the resolution approving the District's proposed boundary extension states otherwise.
 7. The MUD shall not allow use of easements or stormwater drainage facilities owned or controlled by the MUD for any property or development outside its boundaries without the consent of the City.
 8. It is the policy of the City that a MUD created within the City or its ETJ should not be abolished until such time as it has retired all of its outstanding bonded indebtedness, so that the City taxpayers outside the MUD shall not have to pay off all or any part of the bonded indebtedness incurred by the MUD. The City does reserve the right to abolish any MUD as allowed by state law, regardless of whether it has any outstanding debt, if it is deemed to be in the best interest of the City.

When considering a request for a MUD, the City Council can consider the public benefit of the development by weighing the value of the benefits to the community, and to property in the MUD, against the costs to the City, including delayed annexation.

ADDITIONAL CONDITIONS FOR CITY CONSENT OF MUDS

1. An in-City Public Improvement District (PID) as alternative funding sources for the construction of public infrastructure shall be demonstrated by the applicant to not be economically feasible for the subject property; and
2. The development proposal will contain provisions limiting eminent domain powers of the MUD and further provide provisions governing annexation of additional property into the MUD, which shall be subject to City consent, in its sole discretion.

REQUIREMENTS OF PETITION

1. Attend a pre-application meeting to discuss intent to file a petition at least 30 days before filing the petition with the City.
2. With the petition, submit a completed application and associated fee to reimburse costs by the City for legal, engineering, administrative financial advisory services, and costs incurred by the City in connection with vetting the petition and negotiating any associated agreements for the MUD.
3. The petition must include the following:
 - a. Describe the boundaries of the proposed district by metes and bounds or by lot and block number, if there is a recorded map or plat and survey of the area;
 - b. State the general nature of the work proposed to be done, the necessity for the work, and the cost of the project as then estimated by those filing the petition; and
 - c. Include a name of the district which shall be generally descriptive of the locale of the district followed by the words Municipal Utility District, or if a district is located within one county, it may be designated "Hays County Municipal Utility District No. _____." (Insert the name of the county and proper consecutive number.) The proposed district shall not have the same name as any other district in the same county.

NOTICE OF PETITION AND PUBLIC HEARING

1. City staff and consultants will assess the adequacy of the petition and its compliance with this Policy and state law and recommend to the City Council whether to proceed with consideration of the petition. The City may conduct a public hearing to consider the petition.
2. If the City Council approves setting a public hearing on the MUD petition, the City will publish the newspaper notice and the applicant shall reimburse the City for the cost of publication.
3. The City Council may hold a public hearing prior to the creation of a MUD at a regularly scheduled City Council meeting on the petition before the expiration of the period established by state law. Upon the presentation of a petition for consent for the creation of a MUD within the

corporate limits of the city or ETJ, the majority in value of landowners within the proposed municipal utility district shall:

- a. Present evidence of the number of acres that the proposed MUD contains; present evidence that the petition is filed on behalf of the majority in value of landowners within the proposed MUD;
 - b. Present a preliminary report describing the MUD and proposed use of the land within the MUD showing that the proposed MUD and land use are feasible;
 - c. Present an estimate of assessed valuation of the MUD showing the value of property as it exists on date of the petition; a build-out schedule showing the projected value of the property when 50 percent of the projected vertical improvements for the MUD, exclusive of wastewater, water, sewer drainage, roads and/or park improvements, have been completed; and showing the projected value of the improvements upon completion of the development within the MUD;
 - d. Agree that the majority in value of landowners within the proposed MUD shall develop the property for the purposes substantially as described in the preliminary report, except as may otherwise be agreed by the proponent and the City, and that prior to commencement of any improvements, will comply with all provisions of the subdivision ordinances, zoning ordinances, and other land use ordinances of the City; and
 - e. The City reserves the right to impose other specific requirements relative to a given MUD, including, but not limited to parkland and open space requirements, construction material for houses and other buildings, amenities, and minimum lot sizes, which shall be agreed to and set forth in a consent or development agreement.
4. No resolution shall be adopted consenting to the creation of a MUD until the City Council finds that the proposed MUD:
- a. Will not adversely affect the existing City water, sewer, water quality, and storm facilities or other City utilities or City functions, and
 - b. Will not increase the City's taxes or utility rates or adversely impact the City's financing or bond rating, and that
 - c. All of the conditions imposed by this Policy have been agreed to by the majority in value of landowners within the proposed MUD.
5. No MUDs shall be established or expanded within the City limits or the ETJ without written consent by resolution or ordinance, of the City Council in compliance with Section 54.016 and Section 54.0165 of the Municipal Utility Districts Act. The petition to the City shall be signed by a majority in value of the holders of title of the land within the proposed district as indicated by the county tax rolls.

FINANCIAL LIMITATIONS & PERFORMANCE STANDARDS

A MUD may issue bonds for any purpose authorized by the Municipal Utility Districts Act. An annual audit of the MUD is required to be done by an independent CPA. A copy is required to be provided to the City Administrator and financial records shall be available for City inspection during normal business hours. Bonds shall only be issued by the MUD for the purposes and in the manner provided by TCEQ, if appropriate. A copy of the bond application, including engineering report shall be submitted to the City for review at the same time the MUD submits to TCEQ. For road bonds, a copy of the notice of sale and preliminary official statement shall be provided to the City.

The following provisions must be included in a MUD consent agreement.

1. Prior to the sale or offer to sell any bonds of the MUD, the MUD must certify compliance with the applicable ordinance or resolution consenting to the creation of the MUD agreements. If requested by the City any costs incurred by the City in connection with review of the issuance of bonds shall be paid by the municipal utility district per the City fee schedule.
 - (a) If development occurs in phases, development must be sustainable by the proposed bonding capacity, bond phasing, and development approvals. Each phase of the development included in a bond issue must meet the applicable economic feasibility rules of the TCEQ which require that each phase proposed to be financed includes in the bond application the water, sewer, drainage, and other facilities to serve the development and has the requisite governmental approvals.
2. To ensure compliance by a MUD with each applicable condition or restriction imposed in connection with the consent of the City to the creation of the MUD, the Council is entitled to approve the issuance or sale of a MUD bond before the MUD issues a bid invitation for the bond. If the MUD is not in compliance with each applicable condition:
 - (a) the Council may not approve the issuance or sale of the bond; and
 - (b) the MUD may not issue or sell the bond.
3. The City, to ensure the economic vitality of a MUD and to the extent authorized by the laws of this state, may limit the amount of bonds the MUD may issue.
4. In consenting to the creation of a MUD, the City may impose an additional condition or restriction on the terms, provisions, or sale of a bond or note of the MUD. A condition or restriction imposed under this subsection may not cause the bond or note to be unmarketable.
5. The authorizing order or resolution regarding the issuance of any series of bonds, which bonds shall be and remain obligations of the MUD until its dissolution, must be approved by the City Council. The City Council may refuse to give its approval to the issuance of bonds or limit the amount of bonds issued by the MUD if the MUD is not in compliance with the City's requirements contained in the consent resolution or ancillary documents.

The City will request compliance with the following terms and reporting requirements:

- (a) The City may limit a MUD to only issue bonds for the purposes of providing water, wastewater and drainage improvements as provided in Texas Water Code, Section 54.016(e).
 - (b) The City may approve the issuance of MUD bonds for park or road improvements if the park or road improvements for which the bonds are issued are included in the City's master plans.
 - (c) A MUD may not spend the proceeds of a bond or incur any indebtedness for the purpose of providing service to territory outside the boundary of the MUD without the approval of the City Council.
 - (d) At least thirty (30) days before the issuance of bonds, except refunding bonds, the MUD's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ, whether or not the MUD has been approved by the TCEQ. The report should also state the following:
 - i. The amount of bonds being proposed for issuance,
 - ii. The projects to be funded by such bonds, and
 - iii. The proposed debt service tax rate after issuance of the bonds.
 - (e) Within thirty (30) days after the MUD closes the sale of a series of bonds, if requested by City, the MUD shall deliver to the City Administrator an electronic copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.
 - (f) Terms of any refunding proposed by the District must be approved by the City Council or meet standard minimum NPV savings of 3 %
6. The MUD shall send a copy of the order or other action setting an ad valorem tax rate to the City Secretary and the City Manager within thirty (30) days after District's adoption of the rate.
7. The MUD shall send a copy of its annual audit to the City Administrator. The MUD will meet accounting standards set by the Governmental Accounting Standards Board (GASB) and fulfill all arbitrage compliance reports to the satisfaction of the City Manager.
8. The MUD shall provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Administrator within thirty (30) days after filing such notices with the applicable federal agency.
9. The City acknowledges that a MUD has authority to assess an unlimited tax for payment of debt service. However, prior to implementation of any increase in tax rate above its initial rate, the municipal utility district shall make a formal presentation to City Council explaining the need for the increase, at which time residents of the MUD shall be given an opportunity to be heard. The MUD shall provide notice of such presentation on the MUD's website, if applicable, and the

notice shall be sent by regular mail or email to each owner of taxable property within the MUD as reflected on its most recent certified tax roll. This provision shall be in addition to any requirements of notice and hearing which may be contained in the Texas Water Code and in the Texas Tax Code which apply to the MUD.

UTILITY RATES IN A MUD

The consent of the City to the creation of a MUD shall be conditioned on a contract or Strategic Partnership Agreement between the City and the MUD. The contract must provide that at the time the City annexes the territory of the MUD, water and wastewater rates established for property in the MUD shall be sufficient to fully compensate the City for assuming the indebtedness of the MUD after the MUD is dissolved.

A water or wastewater rate established shall be based on the water or wastewater rate established for other customers in the boundary of the City and shall include a component based on the monthly debt retirement payment assumed by the City. A water or wastewater rate may be recalculated as provided in the contract.

The established rate must remain in effect until the bonded indebtedness of the District is fully retired and the City is fully compensated. The written consent of the City to the creation of the MUD shall specify the estimated date such annexation shall occur no earlier than when the following conditions have been met:

- (a) 90 percent of the water, wastewater, drainage, and road improvements and park facilities for which bonds of the MUD are authorized have been to be installed or completed and
- (b) the developer, or developer's successors or assigns, have been reimbursed by the MUD as allowed by law or the City assumes any obligation of the MUD as allowed by law.

MUD BOARDS

All MUDs shall require that board meetings be recorded, and all recordings and minutes of the meeting be available on a website and at a meeting location within the MUD, if possible

APPLICATION FOR DISSOLUTION OF MUDs

The City Council may dissolve a MUD at any time, with MUD approval by entering into a Strategic Partnership Agreement in accordance with state law. However, a MUD may provide a written request that the City consider dissolution if certain guidelines, addressed below, are met. The request should be sent to the City Secretary with the proposed date of dissolution, and supporting documentation showing that the MUD will meet the guidelines for dissolution by that date. If the City Council decides that dissolution will be beneficial to the City, the City will prepare a written implementation plan for the District's dissolution within six (6) months of the date the City Council considers the request. The City may, at its option, as a step toward dissolution, refinance the District's bond debt.

MUDs seeking dissolution should meet all of the following conditions:

1. Preferably, all MUD bond debt should be fully paid. At a minimum, the City's annual costs of paying the MUD's bond debt and reoccurring operation and maintenance expenses after dissolution will be no greater than the amount of revenues the City gains through the total ad valorem value of property within the MUD;
2. The MUD has fully reimbursed the developer for the developer's cost of installing MUD infrastructure in compliance with the MUD 's contract with the developer as permitted by Texas law and regulations;
3. The MUD is not delinquent in the payment of any other financial obligation that is due prior to the date of dissolution, other than the bond debt to be assumed by the City;
4. The MUD did not finance and does not own or operate any utility or drainage facilities that the City did not specifically approve that would become part of the City's public infrastructure system upon the MUD 's dissolution.
5. Enter into a Strategic Partnership Agreement with the City to provide for the dissolution of the MUD.



☑ CHECKLIST FOR OFFICE-BASED EMPLOYERS

Employers may operate their offices with up to 75% of the total office occupancy, provided the individuals maintain appropriate social distancing. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all office work employers choosing to operate in Texas. Office work employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Office work employers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Employers should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your employees and contractors:

- ☐ Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
☐ Screen employees and contractors before coming into the office:
☐ Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- Loss of taste or smell
- Diarrhea
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19



OFFICE-BASED EMPLOYERS: Page 2 of 3

- Do not allow employees with new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
 - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional’s note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees and contractors wash or sanitize their hands upon entering the office.
- Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Consider implementing a staggered workforce, such as alternating days or weeks for different groups of employees and/or contractors coming into the workplace.
- Continue to encourage individuals to work remotely if possible.
- If an employer provides a meal for employees and/or contractors, the employer is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.



OFFICE-BASED EMPLOYERS: Page 3 of 3

- Limit the use of standard-size elevators to four individuals at a time, each located at a different corner of the elevator to avoid close contact. Masks should be worn in elevators. Utilize touchpoint cleaning and nanoseptic button covers if appropriate. For individuals not wishing to ride an elevator, ensure stairways are available for use. As appropriate, individuals subject to the Americans with Disabilities Act may ride the elevator alone or accompanied by the individual's caregiver.
- Disinfect any items that come into contact with customers.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- Consider placing [readily visible signage](#) at the office to remind everyone of best hygiene practices.
- For offices with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the office are being successfully implemented and followed.



☑ CHECKLIST FOR RODEO AND EQUESTRIAN EVENTS

Individuals may engage in, and sponsors may put on, rodeos and equestrian events. Spectators are allowed, provided that indoor venues limit the number of spectators to no more than 50% of the total listed occupancy of the venue, and outdoor venues may operate at up to 50% of the normal operating limits as determined by the facility owner. Six feet of separation between individuals not within the same household should be maintained to the extent feasible. To the extent the rodeo or equestrian event has spectators, the person sponsoring the event must ensure that ingress and egress from the venue allows for 6 feet of social distancing between individuals on entering and exiting the venue. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all individuals engaging in, and sponsors putting on, rodeo and equestrian events in Texas. Individuals and sponsors may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, volunteers, and participants.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Participants and sponsors should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Participants and sponsors should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your spectators:

- ☐ Remote ticketing options are encouraged to help manage capacity limitations.
☐ Ensure proper spacing between patrons in the venue:
☐ For venues that configure seating arrangements which are not in rows, ensure at least 6 feet of separation between other groups. No tables of more than 10 people.
☐ For venues that configure seating arrangements in rows, maintain at least two empty seats (or six feet separation) between groups in any row, except as follows:
- Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
- Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
- Alternate rows between patrons (every other row left empty), as appropriate.
☐ Any other method to provide at least six feet of separation between groups of up to 10 individuals who attend the venue together. Disinfect seats and frequently touched areas before and after use.



RODEO AND EQUESTRIAN EVENTS: Page 2 of 3

- For venues providing food service to patrons:
- Do not leave condiments, silverware, flatware, glassware, or other traditional table top items on an unoccupied table.
- Provide condiments only upon request, and in single use (non-reusable) portions or in reusable containers that are cleaned and disinfected after each use.
- Clean and disinfect the area used for dining (table, etc.) after each group of customers depart the area.
- Use disposable menus (new for each patron), or clean and disinfect reusable menus after each use.
- If the venue allows customers to write down their food orders inside the venue, provide take-home pencils and notepads that cannot be used by other customers.
- Have wait staff sanitize or wash hands between interactions with customers.
For venues with counter food service for patrons:
- Provide condiments or flatware only in single use, individually-wrapped items, and provide condiments only upon request.
- Have employees and contractors follow proper food-handling protocols.
- Disinfect any items that come into contact with customers.
Contactless payment is encouraged. Where not available, contact should be minimized. Employees, contractors, and customers should sanitize their hands after the payment process.

Health protocols for your employees, contractors, volunteers, and participants:

- Individuals not currently competing should remain at least 6 feet away from other individuals. Remaining in vehicles before and after a race, or in separate areas during other events, is strongly recommended.
Train all employees, contractors, volunteers, and participants on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
Screen employees, contractors, volunteers, and participants before the sporting event:
- Send home any employee, contractor, volunteer, or participant who has any of the following new or worsening signs or symptoms of possible COVID-19:
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- Loss of taste or smell
- Diarrhea
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19
Do not allow employees, contractors, volunteers, or participants with new or worsening signs or symptoms listed above to return to work until:



RODEO AND EQUESTRIAN EVENTS: Page 3 of 3

- In the case of an individual who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
 - In the case of an individual who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the individual has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- Do not allow an individual with known close contact to a person who is lab-confirmed to have COVID-19 to return to the event until the end of the 14-day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees, contractors, volunteers, and participants wash or sanitize their hands upon entering the event venue.
- Have employees, contractors, volunteers, and participants maintain at least 6 feet of separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- If the event sponsor provides a meal for employees, contractors, volunteers, and/or participants, the sponsor is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

- If 6 feet of separation is not available between individuals at the event, consider the use of engineering controls, such as dividers between individuals, to minimize the chances of transmission of COVID-19.
- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect any items that come into contact with individuals, including sporting event equipment.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- Consider placing [readily visible signage](#) at the venue to remind everyone of best hygiene practices.
- Consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the employer are being successfully implemented and followed.



GOVERNOR GREG ABBOTT

October 7, 2020

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SECRETARY OF STATE
3PM O'CLOCK

OCT 7 2020
[Signature]
Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-32 relating to the continued response to the COVID-19 disaster as Texas reopens.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

[Signature: Gregory S. Davidson]
Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 7, 2020

EXECUTIVE ORDER
GA 32

Relating to the continued response to the COVID-19 disaster as Texas reopens.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of State Health Services (DSHS); and

WHEREAS, in June 2020, Texas experienced substantial increases in COVID-19 cases and hospitalizations, necessitating targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, I therefore issued Executive Orders GA-28 and GA-29 in late June and early

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July 2020, respectively, and amended Executive Order GA-28 by proclamation on July 2, 2020; and

WHEREAS, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily and significantly declined since late July; and

WHEREAS, I therefore issued Executive Orders GA-30 and GA-31 on September 17, 2020, allowing additional reopening and non-essential medical surgeries and procedures in Texas, except in some areas with high hospitalizations as defined in those orders; and

WHEREAS, as Texas continues to reopen, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, other medical advisors, the White House, and the CDC, do hereby order the following on a statewide basis effective at 12:01 a.m. on October 14, 2020:

Every business establishment in Texas shall operate at no more than 75 percent of the total listed occupancy of the establishment; *provided, however, that:*

1. There is no occupancy limit for the following:
 - a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 4.0 or any subsequent version;
 - b. religious services, including those conducted in churches, congregations, and houses of worship;
 - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;

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- d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths;
 - f. recreational sports programs for youths and adults;
 - g. any public or private schools, and any public or private institutions of higher education, not already covered above;
 - h. drive-in concerts, movies, or similar events, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle; and
 - i. the following establishments that operate with at least six feet of social distancing between work stations: cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services.
2. In areas with high hospitalizations as defined below, any business establishment that otherwise would have a 75 percent occupancy or operating limit may operate at up to only 50 percent. This paragraph does not apply, however, to business establishments located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19.
- “Areas with high hospitalizations” means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.
3. Except as provided below by paragraph No. 5, there is no occupancy limit for outdoor areas, events, and establishments, with the exception of the following outdoor areas, events, or establishments that may operate at no more than 75 or 50 percent, as applicable, of the normal operating limits as determined by the owner:
- a. amusement parks;
 - b. water parks;
 - c. swimming pools;
 - d. museums and libraries; and
 - e. zoos, aquariums, natural caverns, and similar facilities.
4. All indoor and outdoor professional, collegiate, and similar sporting events, including rodeos and equestrian events, shall remain limited to 50 percent of the normal operating limits as determined by the owner.
5. For any outdoor gathering in excess of 10 people, including rafting, tubing, and related services, other than those set forth above in paragraph Nos. 1, 3, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order.

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- 6. Restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, and whose customers eat or drink only while seated, may offer dine-in services.
- 7. Bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC), and are not restaurants as defined above in paragraph No. 6, may offer on-premises services only as described by this paragraph. A bar or similar establishment may offer on-premises services at up to 50 percent of the total listed occupancy of the establishment *if*:
 - a. the bar or similar establishment is not in an area with high hospitalizations as defined above, and the county judge of the county in which the bar or similar establishment is located files the requisite form with TABC; or
 - b. the bar or similar establishment is in an area with high hospitalizations as defined above, but is located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, and the county judge of the county in which the bar or similar establishment is located also files the requisite form with TABC.

Patrons at bars or similar establishments operating under this paragraph may eat or drink only while seated, except that in an establishment that holds a permit from TABC as a brewer, distiller/rectifier, or winery, customers may sample beverages while standing so long as they are in a group of six people or fewer and there is at least six feet of social distancing or engineering controls, such as partitions, between groups.

Where applicable, this 50 percent occupancy limit applies only indoors; the limit does not apply to outdoor areas, events, or establishments, although social distancing and other protocols must be followed.

People shall not visit bars or similar establishments that are located in counties not included in parts (a) or (b) above. A current list of all counties reopening under this paragraph will be maintained on TABC's website.

The use by bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks remains allowed to the extent authorized by TABC.

- 8. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed.
- 9. Staff members are not included in determining operating levels, except for manufacturing services and office workers.
- 10. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group.
- 11. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.
- 12. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS.
- 13. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining

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services.

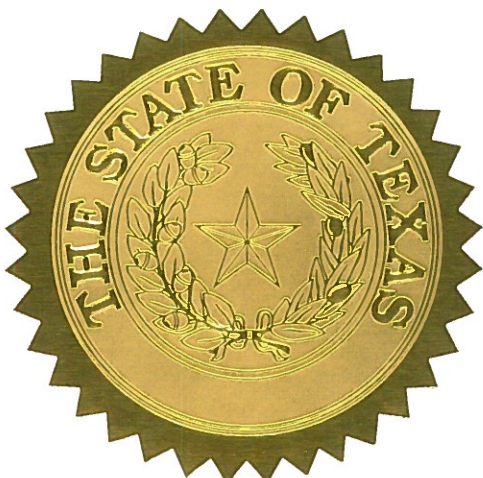
- 14. People may visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
- 15. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-30, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-24, GA-25, GA-29, or GA-31. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 7th
day of October, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

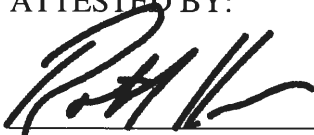
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Governor Greg Abbott
October 7, 2020

Executive Order GA-32
Page 6

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

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3pm O'CLOCK

OCT 07 2020

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into as of the 14th day of April 2020, by and between the **City of Dripping Springs**, a general law city in Hays County, Texas (hereinafter the “City”), **Dripping Springs Independent School District** (hereinafter the “DSISD”), **Dripping Springs Community Library District** (the “Library”), and **Hays County** (“County”); (collectively the “Parties”), in connection with the development and construction of the Town Center Project.

WHEREAS, Dripping Springs was one of the five cities in Central Texas chosen to participate in the Sustainable Places Project, an ambitious regional planning initiative aimed at helping communities create the conditions for livable places; and

WHEREAS, Dripping Springs finalized its Sustainable Places Project (the “Project”) on December 10, 2013; and

WHEREAS, the Project suggested a catalyst project which focuses on enhancing the existing town center and expanding it to the northwest; and

WHEREAS, the Project recognized that the City and the DSISD currently own, occupy, or control approximately fourteen point one (14.1) acres of land and ROW within the area proposed for the Town Center and adjacent space suitable for potential commercial development; and

WHEREAS, to continue with the Town Center Project, the City, the DSISD, the County, the Library, and TIRZ seek to complete the real estate and other transactions that are necessary to complete the project; and

WHEREAS, the concept to co-locate the City, DSISD, County, and Library is supported by the parties because shared facilities is a cost-effective way to design civic services; and

WHEREAS, the Parties desire to pursue joint planning and construction of the Town Center Project; and

WHEREAS, the City Council of the City of Dripping Springs and the Board of Trustees for the Dripping Springs Independent School District find that the appropriate real estate transactions related to completion of the Town Center Project provides a public benefit to the constituencies served by each of the entities and to the taxpayers of each entity; and

WHEREAS, this Interlocal Agreement is intended to facilitate completion of the planning and construction of infrastructure and related improvements of the Town Center Project; and

WHEREAS, the Parties entered into a Memorandum of Understanding to facilitate timely planning and assessment of the viability of the Town Center in September 2017; and

WHEREAS, timely commitments on the transfer of the City and DSISD properties is desired to plan for the Town Center, but both the City and DSISD desire additional time before vacating their current properties; and

WHEREAS, the Parties plan to acquire and sell or exchange real property, build, occupy, and share a building and complex on a single tract of land.

NOW, THEREFORE, the City, DSISD, Library, and County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I TERM OF AGREEMENT

1.1 Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall expire April 1, 2025.

ARTICLE II AGREEMENTS

2.1 Conditions. The Parties recognize that certain conditions must be met for the development of Town Center. The City, DSISD, County, or Library, may end its involvement with the development of Town Center and its participation in this Agreement if the City, DSISD, Library, County, or TIRZ are unable to agree upon a site or obtain financing to fund the Town Center Project or replacement facilities related to the Project.

2.2 City Agreement. The City shall:

To advance and implement the development of the Dripping Springs Town Center, the City of Dripping Springs (City) shall:

- (a) In accordance with Chapter 272, Texas Local Government Code, to commit to making the current City Hall Property and right of way located on the corner of Highway 290 and Mercer Street available for future purchase or transfer for the Town Center project and negotiate in good faith and enter into an agreement for the purchase of all or part of the City property within the Town Center Site with or without existing improvements, as agreed, on all or a part of the property located at 511 Mercer Street, Dripping Springs, Texas, including the right of way located on the corner of Highway 290 and Mercer Street to the extent allowed by law, that is required for development of Phases 1 and 1A, including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity involved in the sale or exchange within six months from the date of

execution of this Agreement. The agreement shall include the part(ies) who will purchase or otherwise obtain the City property, the method(s) of transfer, and the date(s) on or around which the properties will be transferred. The final price or land exchange may be determined by the applicable parties at a time mutually agreeable to the parties who are purchasing and selling the property.

- (b) Negotiate in good faith with the Library and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the City may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or County pro-rata share subject to future funding allocations from those entities or the TIRZ);
- (c) To the extent allowed by law, adopt a Plan of Finance for the Phase 1 and 1A infrastructure in cooperation with the TIRZ Board, DSISD, Library, and Hays County within twelve months of the execution of this Agreement and will engage a contractor for design of the improvements within six months after the adoption of the Plan of Finance by applicable parties;
- (d) Within six months after approval of the Plan of Finance associated with this agreement is finalized as to the terms listed above and property dedicated to each entity by the DSISD and City as negotiated, initiate an application for Planned Development District zoning and promote its approval and provide for the entitlement process for the Town Center, including any required public outreach and engagement;
- (e) Conduct space planning and design for the construction of a new City Hall and associated parking and utilities, with the express intent to restrict the land area required to the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on Exhibit "A" (Fall 2019 version); and
- (f) Within three months of adoption of the Plan of Finance by the City, the City shall present a cost reimbursement agreement to the TIRZ Board for recommendation whereby City-issued debt and other financing can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or County, to reimburse the City on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the City's initial financing; and
- (g) In addition, the City may, at its sole discretion:
 - (1) Engage the DSISD, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;
 - (2) Execute the acquisition of the new City Hall site through a transaction with DSISD;

- (3) Negotiate in good faith for the disposition of the City's current City Hall property to an eventual end purchaser related to the Town Center Project;
- (4) Complete fundraising for and construction of the new City Hall and associated on-site improvements; and
- (5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from cash-in-lieu fees, contributions from development agreements, disposition of public assets, State, County, or regional funding, or any other viable sources.

2.3 DSISD Agreement. DSISD shall:

- (a) The DSISD shall permit the Parties in this Agreement to purchase and/or agree to the exchange of property, at an agreed value, sufficient land within the boundaries of the District Property, as more described below, to construct the Town Center project. The sale and/or exchange of property and purchase is subject to Chapter 272 of the Texas Local Government Code, Section 11.154 of the Texas Education Code, and subparagraph 2.3(b).
- (b) The Parties agree to negotiate in good faith and enter into an agreement for the future sale of the property with the City of Dripping Springs, Library, and/or Hays County, with or without improvements, on approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Spring, Texas, excluding the Walnut Springs Elementary School track and field, as required for development of Phases 1 and 1A, but including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval of the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or acquire the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and
- (c) The responsibility for the demolition of the existing improvements at 510 Mercer Street shall be determined by the Board of Trustees during the real estate negotiations; and
- (d) If the Town Center project is terminated and paragraph 2.3(a) and (b) is not exercised, then in accordance with the requirements of Chapter 272, Texas Local Government Code, DSISD will negotiate in good faith and enter into a real estate sales contract with the Library for property in the amount of acreage sufficient to build a 35,000 square foot building and additional acreage to support the infrastructure as set forth in the interlocal agreement between the Library and District.
- (e) In addition, DSISD may, at its sole discretion:

- (1) Engage the City, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building or other Town Center facilities, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and
- (2) Engage the City in discussions regarding the potential swap of the current City Hall site and building or other City property, with or without improvements, for portions of the current DSISD property required for Phases 1 and 1A of the Town Center Plan, with each property owner receiving fair market value in such an exchange.

2.4 Library. The Library shall:

To advance and implement the development of the Dripping Springs Town Center, the Dripping Springs Community Library (Library) shall:

- (a) In accordance with Chapter 272 Texas Local Government Code, negotiate in good faith and enter into an agreement to purchase all or part of the property from the DSISD for the property within the Town Center Site, with or without existing improvements, as agreed, on all or a part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field, that is required for development of Phases 1 and 1A, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and
- (b) Negotiate in good faith with the City and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the Library may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the City or County pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in the preparation for its Plan of Finance; and
- (c) Conduct space planning, design, and site planning for the construction of a new Town Center Library and associated parking and utilities, with the express intent to restrict the land area required to the 1.8-acre site identified as "Civic Site 1" in the Town Center Plan as attached on Exhibit "A" (Fall 2019 version), accounting for Library parking that may be accommodated on-street in the public right-of-way.

(d) In addition, Library may, at its sole discretion:

- (1) Engage the DSISD, City, and/or Hays County to explore the potential for shared use of portions of the planned Town Center Library building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and
- (2) To the extent allowed by law, complete fundraising for and construction of the new Town Center Library and associated on-site improvements as well as any shared infrastructure that the Library's financing resources may be able to support.
- (3) Acquire land suitable for the new Library facility.

2.5 Conditions of the County.

To advance and implement the development of the Dripping Springs Town Center, Hays County shall:

- (a) In accordance with Section 272.001(b)(5), Texas Local Government Code, negotiate in good faith and enter into an agreement for the purchase of all or part of the property from the DSISD and/or the City for the acquisition of real property with or without improvements, as agreed, on all or part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field and/or the property at 511 Mercer Street with or without existing improvements, that is required for development of Phases 1 and 1A, including property required for new City, County, and Library facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing board of each entity, for a County facility within six months from the date of execution of this agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD and/or City property, the method(s) of transfer, and the date(s) on or around which the property will be transferred in 2022, for DSISD property not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future as mutually agreeable to the parties who are purchasing and selling the property; and
- (b) Negotiate in good faith with the Library and City the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the County may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or City pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in preparation of its Plan of Finance; and

- (c) Conduct space planning and design for the construction of a new County facility by Spring 2022 and associated parking and utilities, with the express intent to restrict the land area required to a portion of the 1.2-acre site identified as “Civic Site 2” in the Town Center Plan as attached on **Exhibit “A”** (Fall 2019 version).
- (d) In addition, the County may, at its sole discretion:
- (1) Execute the acquisition of the new County site through a transaction with DSISD;
 - (2) Within three months of adoption of the Plan of Finance by the City, present to the TIRZ Board the terms of a cost reimbursement agreement whereby County resources can provide initial funding for any Phase 1 and IA infrastructure not otherwise funded by the Library or City to reimburse the County on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the County’s initial financing;
 - (3) Engage the DSISD, City, and/or Library to explore the potential for shared use of portions of the planned new civic buildings instead of or in addition to constructing a new County facility, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;
 - (4) Complete fundraising for and construction of the new County facility and associated on-site improvements; and
 - (5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from County parks and transportation bonds, contributions from development agreements, disposition of public assets, State or regional funding, or any other viable sources.

ARTICLE III DEFAULT, REMEDIES, TERMINATION

3.1 Defaults, Generally. A default shall occur (“Default”) hereunder if either the City, DSISD, Library, or County shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

3.2 Remedies after Default. If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

3.3 Notice of Default; Opportunity to Cure. If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days written notice, measured from the date of the certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the

nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

3.4 Notice of Intent to Terminate on Default. At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

3.5 Termination of Agreement. Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party if the party terminating the Agreement: (1) no longer can obtain funding for the Town Center Project; (2) no longer can allocate funding for the construction of replacement facilities affected by the Town Center Project; (3) there is a legal or budgetary impediment to the DSISD; or (4) a legal impediment to the City.

3.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of all of the Parties.

3.7 Time of Essence to Agreement. The Parties agree that time is of the essence to this Agreement.

**ARTICLE IV
GENERAL PROVISIONS**

4.1 Notice. Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

District: Dripping Springs Independent School District
c/o Superintendent
510 Mercer Street
Dripping Springs, Texas 78720

With copy to: Oscar G. Trevino
Walsh, Gallegos, Trevino, Russo & Kyle P.C.
505 E. Huntland Dr. #600
Austin, Texas 78752

City: City of Dripping Springs
c/o Michelle Fischer
511 Mercer Street
Dripping Springs, Texas 786201

With copy to: Laura Mueller
City Attorney
511 Mercer Street
Dripping Springs, Texas 78620

Library: Dripping Springs Community Library District
c/o Missy Atwood
501 Sportsplex Drive
Dripping Springs, Texas 78620

With copy to: Kate Leverett
GERMER PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701

County: Hays County
c/o Hays County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

With copy to: Mark Kennedy
County General Counsel
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

4.2 No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with Town Center.

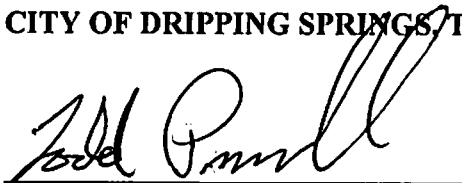
4.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Hays County, Texas.

4.4 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein, and this instrument supersedes any prior agreements or understandings between the parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

EXECUTED on this the 15th day of April 2020 (“Effective Date”).

[signature pages follow]

CITY OF DRIPPING SPRINGS, TEXAS



Todd Purcell, Mayor

Attest:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

**Dr. Mary Jane Hetrick
Vice-President, Board of Trustees**

Attest:

**Shannon O'Connor
Secretary, Board of Trustees**

DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT

Missy Atwood, President

Attest:

Melva Codina, Treasurer

HAYS COUNTY

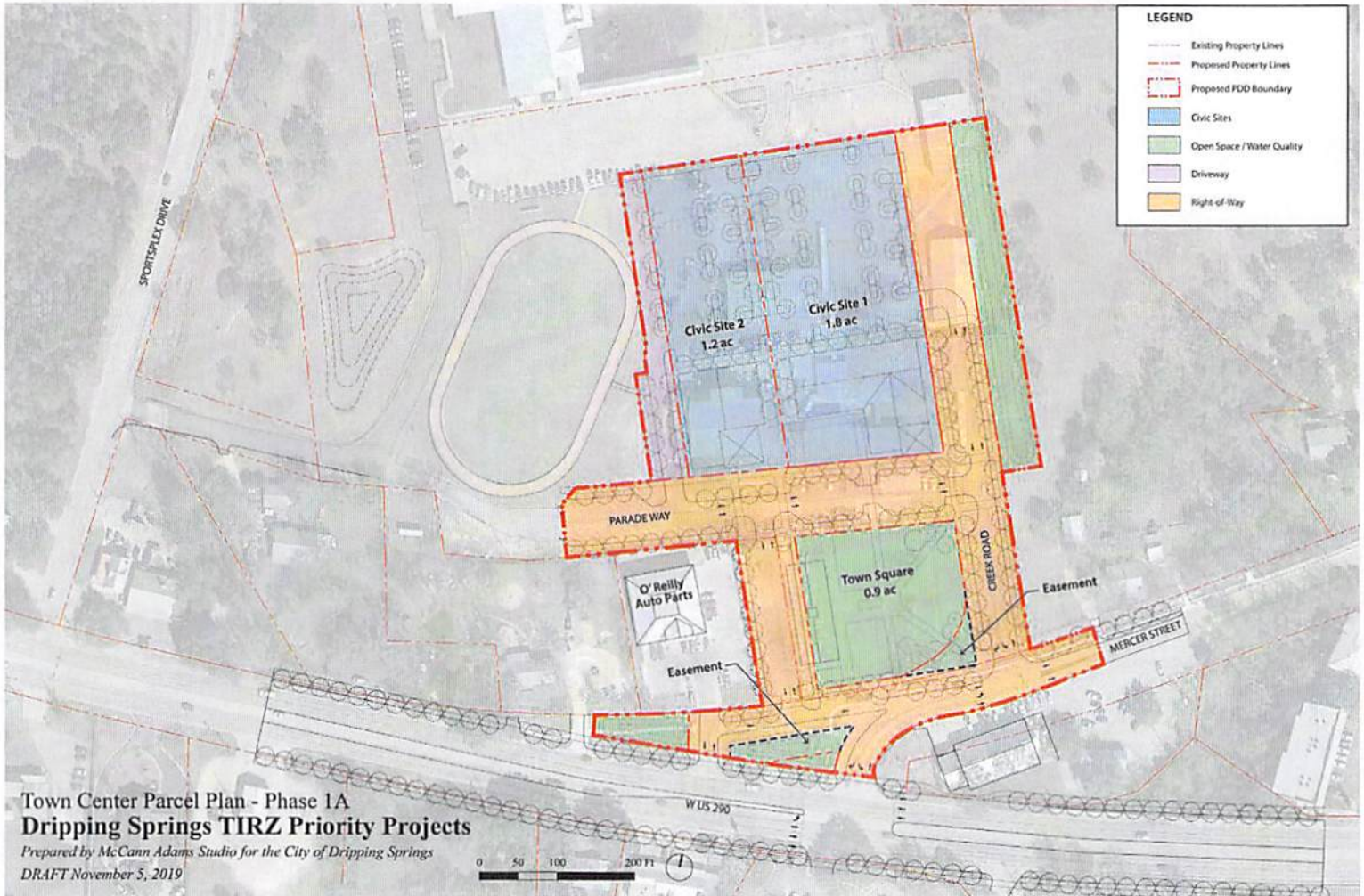
Ruben Becerra, Hays County Judge

Attest:

Elaine Cardenas, Hays County Clerk

Exhibit "A"

Town Center Plan "Civic Site 2"



TIRZ PRIORITY PROJECTS
 DRIPPING SPRINGS TOWN CENTER
PRELIMINARY CONCEPTUAL PLAN
 November 17, 2017

BACKGROUND

In December of 2016, the City of Dripping Springs established two Tax Increment Reinvestment Zones (TIRZ #1 & #2), with the purpose of promoting economic development, and planning critical infrastructure to support quality development within the central part of the city. Several Priority Projects have been identified by the TIRZ Board, including the improvement of Old Fitzhugh Road, future planning for the Triangle tract at the east end of Mercer Street, and the planning and potential development of a Town Center Project on properties currently owned and occupied by the City and the Dripping Springs Independent School District (DSISD) at the western end of Mercer Street.

Pursuant to a Memorandum of Understanding (MOU) between the City, the TIRZ Board, DSISD and the Dripping Springs Community Library District, the parties agreed to pursue joint planning and evaluation of a Town Center concept on tracts currently occupied by DSISD administrative offices, City Hall, a portion of Mercer St Right of Way and, potentially, a small adjacent commercial tract. The intent of the Town Center Plan is to promote *“the availability of joint use spaces to provide for necessary facilities for the City, District, Library and local economic development”*. The MOU calls for a Preliminary Conceptual Plan for the Town Center Project to be completed by November 17, 2017, to allow the parties to evaluate the concept and make recommendations regarding its approval to their respective decision makers by December 31, 2017. This document summarizes the Preliminary Concept Plan, which has been prepared over the past two months. The Plan is based on available information, Stakeholder-provided program data and needs assessments, site visits and multiple Stakeholder Visioning and Work Sessions.

THE VISION AND THE NEED

Dripping Springs City Hall and the DSISD Administrative Offices occupy separate parcels of land at the western terminus of Mercer Street, the town’s historic main street. The City Hall is located in a former church building of approximately 7,100 square feet that is challenged to meet the needs of the growing community; the City estimates a need to double its facility over the next ten years to keep pace with rapidly-expanding municipal service needs.

The DSISD offices are located in sixty-year old former classroom and school buildings. Facilities Assessments recently conducted have highlighted its substandard and degraded conditions and have outlined the high costs of rehabilitation. A recent facility program plan estimates that a complex of approximately 64,000 square feet will be required by 2022, to fulfill the integrated complement of administrative, community services, technology, day care, training and meeting needs of the District.

In addition, the Dripping Springs Community Library, situated to the northwest of the Town Center, wishes to grow from a facility of approximately 9,200 square feet to one with expanded programs in a building of 30,000 to 35,000 square feet. As described in the MOU, the Library is interested in locating within the Town Center, where it can play a more visible, integrated, commercially-invigorating and central role in the life of the community.

To further reinforce the role of the Town Center as a place of cooperative civic government, Hays County also has the need for satellite office space of approximately 2,500 square feet to serve its constituents in the northern part of the County.

The Town Center is envisioned as a complex of civic and commercial buildings at the western terminus of Mercer Street that can meet the needs of the growing community and contribute to its economic viability. Shared uses within the Town Center should be optimized to the extent feasible to promote governmental efficiency and fiscal stewardship. The Town Center should provide a major focal point and gathering space – a “Town Square” - for special events, festivals and gatherings that can also serve as the symbolic heart of the community. Commercial uses capitalizing on US 290 frontage property should be included to extend the viability and visibility of Mercer Street as a regional destination, to promote an active pedestrian environment around the Town Square, and to offer a potential revenue stream that could help to offset capital and operating costs of the Town Center.

Each of the project components should be located on identified parcels of land that would allow them to proceed at their own pace, and with their own funding sources, but in a cooperative, harmonious and mutually-beneficial way, within a unified Planned Development District arrangement. It is assumed that DSISD, as the major property owner, would enter into agreements with the respective public entities as part of an ultimate implementation program that will be developed following Stakeholder approval of this Preliminary Concept Plan, and as part of a more detailed Development Plan process.

In addition to providing needed civic and commercial space, a key part of the Town Center vision is to improve the vehicular and pedestrian circulation systems of the area, including planning for a new signalized intersection at Creek Rd. and US 290, and providing improved local connectivity and flows between Mercer Street, Parade Way and Creek Road. Maintaining vehicular access to Walnut Springs Elementary School by school buses and by parents dropping off and picking up their children is also a critical component of this circulation plan.

The existing site developments occurred prior to water quality regulations by the City and the Texas Commission on Environmental Quality Edwards Aquifer (TCEQEA) program, thus, water quality treatment measures are not found. Walnut Springs Elementary School has an existing detention pond in the southwest property corner to manage peak runoff rates to levels required by City ordinances. The site drains towards the Dripping Springs Tributary of Onion Creek. The proposed Federal Emergency Management Agency (FEMA) floodplain maps do not show flooding on this site but do identify structures south (downstream) of US Highway 290 in the floodplain. Thus, it will be important for the Town Center project to implement a consolidated water quality and stormwater detention system to safely convey runoff through the site, treat runoff quality, and mitigate peak flow impacts to protect downstream businesses and residents.

THE CONCEPTUAL PLAN

The attached plan provides a preliminary approach to meeting the program needs of the governmental and public entities in a way that maintains the existing historic, small-town scale and character of Dripping Springs. Key components of the Plan include:

- *A Network of Local Streets:* The Plan creates a localized network of tree-lined streets with sidewalks that provide connectivity to the surrounding community. Primary access to the Town Center will occur through a signalized intersection of US 290 and the extension of Creek Road north of US 290. Mercer Street will realign to form a roundabout at its intersection with Creek Road, allowing for the free movement of traffic destined to and from the historic core. The extension of Parade Way to Creek Road further promotes access and circulation through the Town Center.
- *A Town Square:* In the tradition of Texas towns, a town square will provide a western terminus to Mercer Street, shared by each of the community's key public facilities. The square will provide a civic focal point for the community and a place for public gatherings, special events and festivals.
- *The Extension of Mercer Street:* The inclusion of commercial buildings along the southern edge of the square extends the look, feel and commercial activity of the town's historic core along the US 290 frontage, thereby promoting the visibility and destination appeal of the Mercer St. Historic District. Approximately 25,000 square feet of retail, restaurant and upper level office space is envisioned in four to five buildings along the extension of Mercer St and US 290.
- *A New City Hall:* A City Hall building of approximately 12,000 square feet (one to two-stories), occupies the western edge of the square, preserving its existing presence on Mercer St. and promoting easy public access to City services.
- *A County Precinct Office Building:* Adjoining the City Hall (either as a separate one-story building or as an integral wing of the City Hall), Hays County would occupy approximately 2,500 square feet of space on the square.
- *A New Community Library:* The library would occupy a distinctive corner of the square in a two-story building of approximately 34,000 square feet. Outdoor open space in a courtyard could be used by the library for programmed events.
- *DSISD Offices, Community Services and Day Care:* Adjoining the Library building and defining an internal courtyard, DSISD's administrative functions and its day care facility would occupy a two-story building of approximately 49,000 square feet.
- *Shared Board Room/Council Chambers:* At the symbolic heart of the Town Center in direct proximity to the DSISD office building, the Library and City Hall, the Plan proposes a 16,000-foot structure of two to three floors that would house a shared Board Room and Council Chambers with associated meeting, conference and support spaces.
- *Shared Parking:* Parking would be shared throughout the district and among the civic and commercial uses. Each use experiences a unique fluctuation of parking demand throughout the day, and a mixed-use development is ideal for sharing parking. It is estimated that peak demand (weekday afternoons) will generate the need for 450 new parking spaces. These 450 spaces are distributed along streets and driveways and in the parking areas between the Town Center and Walnut Springs Elementary School (WSES). No parking is displaced from WSES, and the bus staging area could operate as over-flow parking for special evening and weekend events.
- *Queuing for Student Pick-Up and Drop-Off:* The school circulation for WSES will maintain existing student pick-up and drop-off locations and bus loading. Through the reconfiguration of driveways, the Plan includes designated WSES student pick-up and drop-off lanes, increasing total on-site storage from the existing 1390 lineal feet to 2020 lineal feet. School buses will access the existing WSES bus staging area from the reconfigured intersection of Creek Road and US 290.

- *WSES Track:* In order to accommodate all desired Stakeholder facility needs and parking requirements within the property constraints of the MOU, the Plan proposes to reconfigure the existing Walnut Springs Elementary School track and playfield, shifting it to the north and west. The total length of the track would be reduced by about 25% from 920 feet to 685 feet, but the Plan provides for an additional 450 feet of trail that would connect the track with the Sportsplex Drive-Parade Way intersection and with the school campus.
- *Drainage and Water Quality:* The Preliminary Town Center plan proposes to increase or maintain the existing Walnut Springs School detention pond volume to manage peak flow rates draining towards the southwest, with the addition of rain gardens, permeable pavement systems, rainwater harvesting, and other low impact development systems throughout the site to manage stormwater runoff in accordance with the City and TCEQEA requirements. A tree lined stormwater detention basin and vegetative buffer is envisioned along the northeastern portion of the site to complete the drainage plan. An underground storm drainage network will be used to connect the stormwater components and discharge treated runoff in a safe and non-erosive manner into the Dripping Springs Tributary to Onion Creek.

CONCLUSIONS

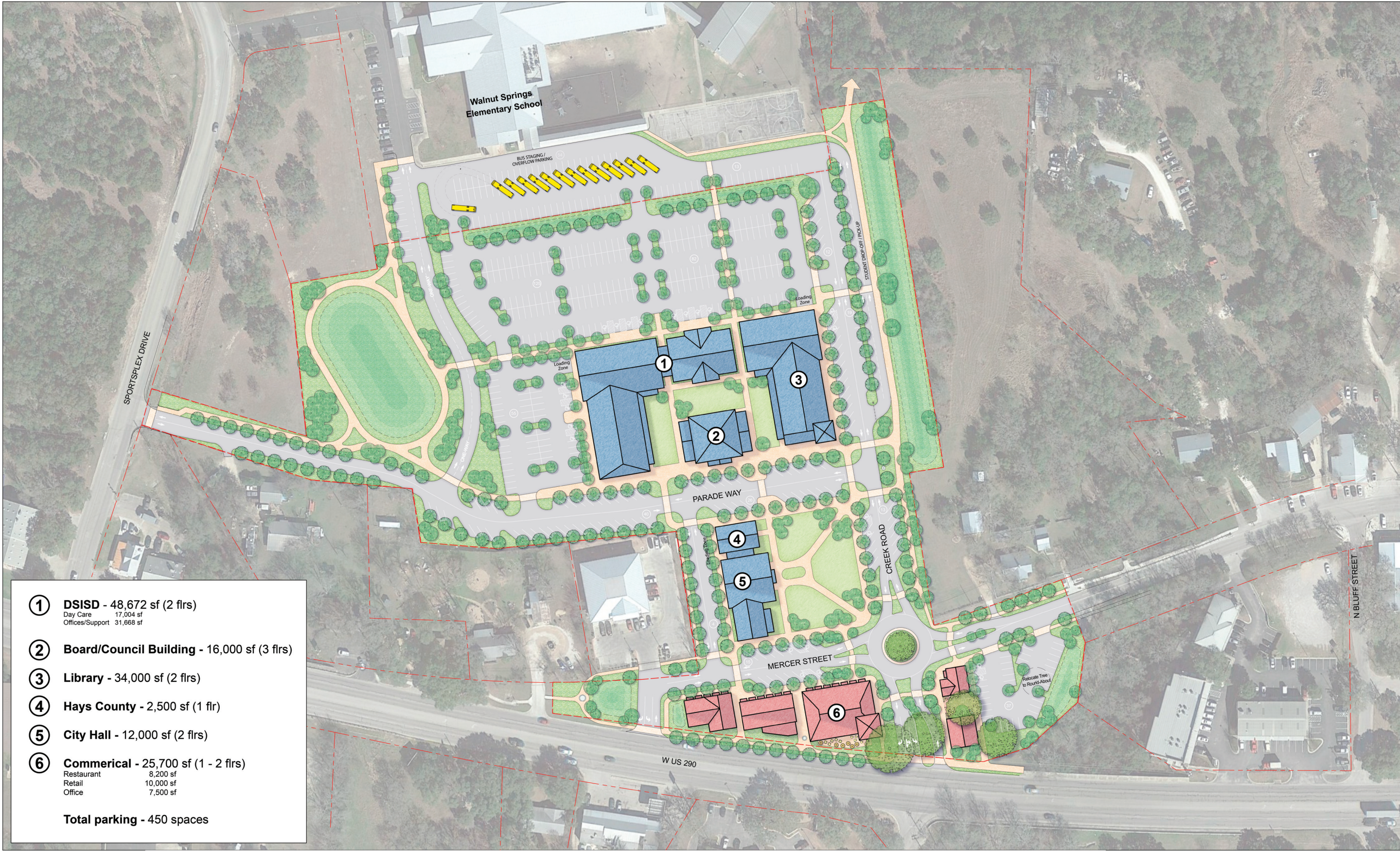
On the basis of this preliminary planning effort, the consultant team has made the following findings:

- The programmatic needs of the City, Library, County and School District can be accommodated within the proposed study area, in a way that will create a strong Town Center that will enhance the image, identity and economic vitality of Dripping Springs and promote it's attractiveness as a regional destination for years to come.
- The Plan will improve local circulation within Dripping Springs, enhancing access to WSES, providing a more connected street network and a safer intersection at US 290 and Creek Road through new signalization.
- The Plan will enhance the visibility and potential economic viability of Mercer Street as the commercial and civic heart of the community, extending it and creating a mixed-use Town Square with new uses, populations and vitality at it's western end.
- The Plan will require relocation and alterations to the existing WSES track in order to accommodate the full program of Stakeholder facilities and the associated parking requirements.
- The Plan build-out option assumes amicable acquisition of an existing 0.25-acre commercial site immediately west of DSISD property on US 290. If this acquisition is not feasible, the Plan could still be achieved with a reduced Town Square.
- A drainage system can be created within the study area to mitigate runoff increases and provide for water quality treatment, within the standards of the City and the TCEQ Edwards Aquifer Program.
- The site will provide a sufficient number of parking spaces to meet the peak weekday demand of the programmed uses on the site. Additional evening and weekend parking (approximately 90 spaces) could be provided on the WSES bus staging area.

NEXT STEPS

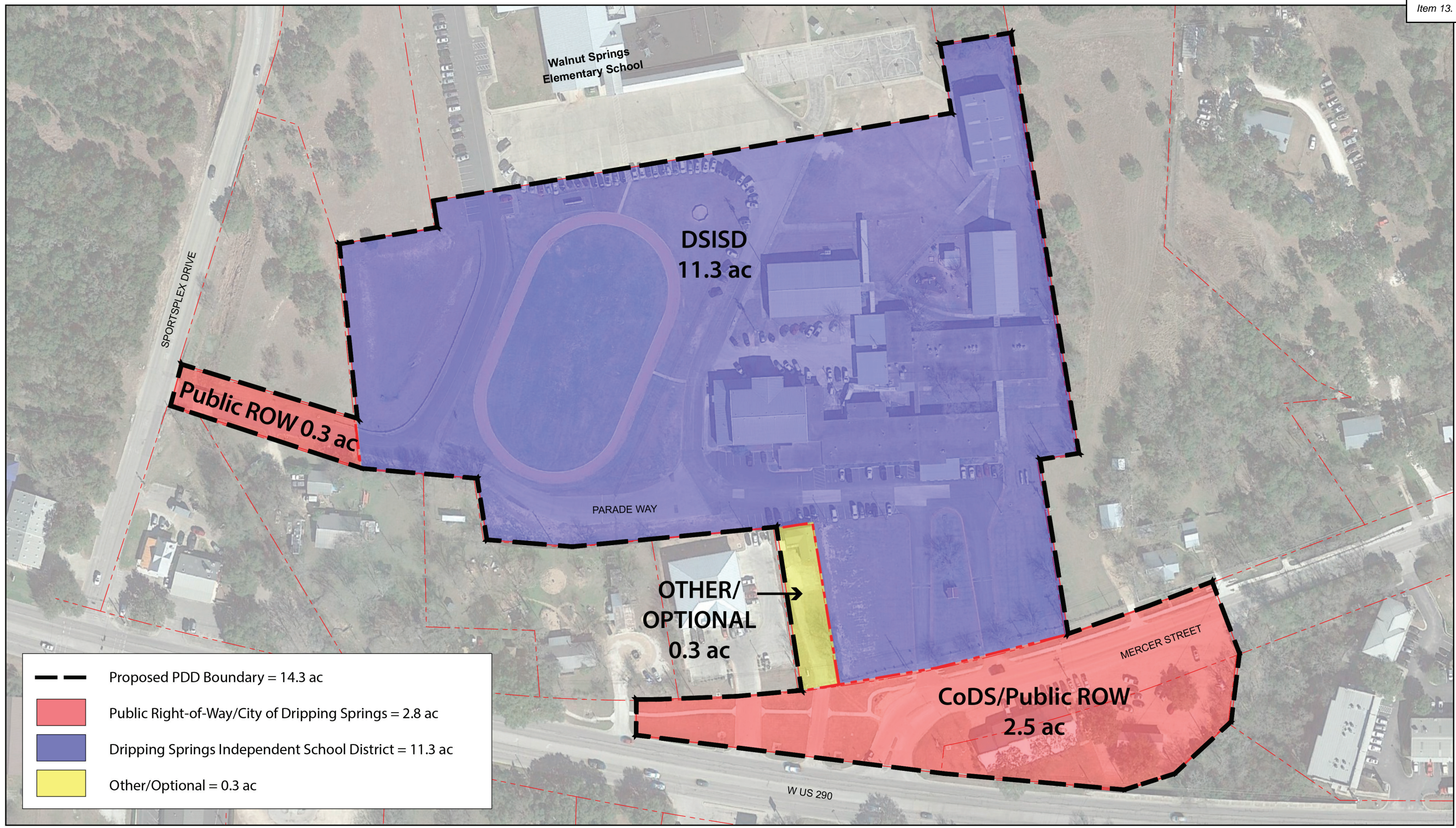
Under the terms of the MOU, if the parties each satisfy their obligations, approve the Preliminary Conceptual Plan and come to further “Conditional Agreements” to pursue the Town Center Concept, then additional joint planning, studies, investigations and research will be undertaken, resulting in the creation of a refined “Development Plan,” including:

- A real estate market study to finalize the program of commercial uses and their operational criteria by March 31, 2018;
- Discussions with TxDOT to develop the reconfiguration of the US290 intersection and prospective new signalization;
- More detailed drainage studies to refine the design and estimate the cost of detention and water quality measures to meet TCEQ and City regulations;
- More detailed programmatic analysis to optimize shared use opportunities among the governmental and public entities;
- Development of an implementation program that sets forth land disposition strategies, possible participation of a private developer, and roles and responsibilities for implementation of capital improvements.
- Assessment, analysis and preliminary cost estimates of utilities and critical infrastructure needed to enable and implement the plan.
- 3D Model and Renderings



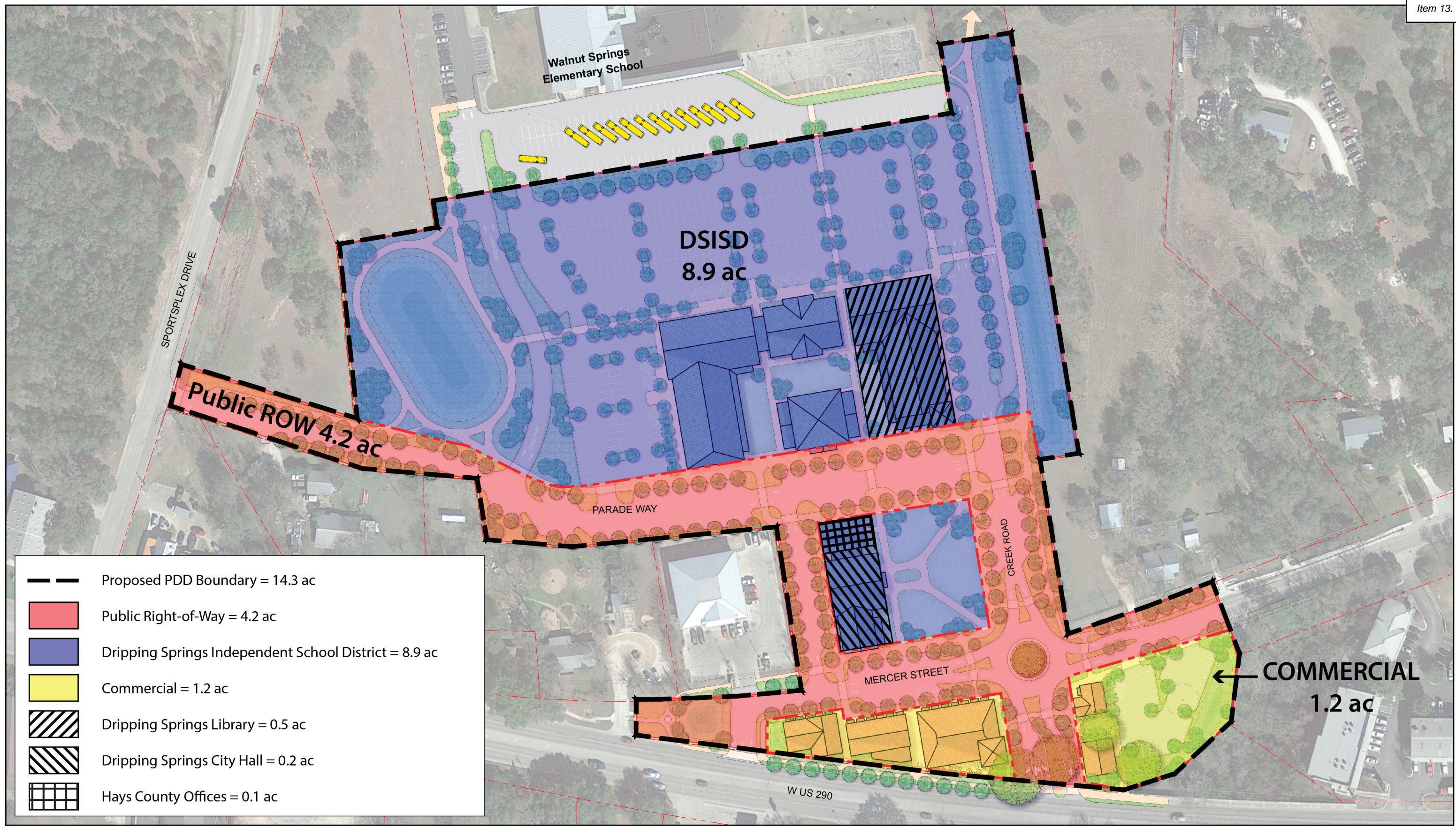
- ① **DSISD - 48,672 sf (2 flrs)**
Day Care 17,004 sf
Offices/Support 31,668 sf
 - ② **Board/Council Building - 16,000 sf (3 flrs)**
 - ③ **Library - 34,000 sf (2 flrs)**
 - ④ **Hays County - 2,500 sf (1 flr)**
 - ⑤ **City Hall - 12,000 sf (2 flrs)**
 - ⑥ **Commerical - 25,700 sf (1 - 2 flrs)**
Restaurant 8,200 sf
Retail 10,000 sf
Office 7,500 sf
- Total parking - 450 spaces**







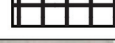
DRAFT
TOWN CENTER PRELIMINARY CONCEPT
Dripping Springs TIRZ Priority Projects
Prepared by McCann Adams Studio for the City of Dripping Springs
NOVEMBER 16, 2017



Town Center Existing Ownership
Dripping Springs TIRZ Priority Projects
 Prepared for the City of Dripping Springs by McCann Adams Studio
 DRAFT November 16, 2017





-  Proposed PDD Boundary = 14.3 ac
-  Public Right-of-Way = 4.2 ac
-  Dripping Springs Independent School District = 8.9 ac
-  Commercial = 1.2 ac
-  Dripping Springs Library = 0.5 ac
-  Dripping Springs City Hall = 0.2 ac
-  Hays County Offices = 0.1 ac

Town Center Potential Land Disposition
Dripping Springs TIRZ Priority Projects
 Prepared for the City of Dripping Springs by McCann Adams Studio
 DRAFT November 16, 2017



December 4, 2017 - TIRZ No. 1 & No.2 Board Regular Meeting

4:00 p.m. - City Hall Council Chambers

(Individuals may speak for three minutes. Public Hearings may be limited to 30 minutes.)

	Name (Please print your name)	Residential Address (Address and City)	Please indicate the agenda item you will be speaking about:
1	Marianne Simmons	1641 Creek Rd DS	TIRZ
2			
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