



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, January 16, 2024, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

City Secretary Andrea Cunningham

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Public Works Director Aaron Reed

Deputy Public Works Director Craig Rice

Planning Director Tory Carpenter

Emergency Management Coordinator Roman Baligad

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action

shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

PRESENTATIONS

Presentations are for discussion purposes only and no action shall be taken.

- 1. Presentation regarding the Hays County 2023 and 2024 Point in Time Count.**
Nancy Heintz, Homeless Coalition of Hays County
- 2. Presentation regarding the Reimagine Dripping Springs Comprehensive Plan.**
Tory Carpenter, Planning Director

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

- 3. Approval of the December 19, 2023, City Council regular meeting minutes.**
- 4. Approval of a Resolution authorizing city staff to negotiate an Advance Funding Agreement (AFA) with TxDOT for the Old Fitzhugh Transportation Alternative Set Aside (TASA) Grant Project.** *Sponsor: Council Member Travis Crow*
- 5. Approval of a Resolution amending the Purchasing Policy for the City of Dripping Springs.**
- 6. Approval of the November 2023 Treasurer's Report.**

BUSINESS AGENDA

- 7. Discuss and consider approval of an Appeal from Site Development Fees for property located in the City of Dripping Springs ETJ (extraterritorial jurisdiction).** *Applicant: Jarrett Halley, EI*
- 8. Public hearing regarding an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes.**

Public Hearing only, no action shall be taken on this item.

- a. Staff Report
- b. Public Hearing

- 9. Discuss and consider approval of a Goods Agreement between the City of Dripping Springs and Graybar for Founders Day Park lighting acquisition, and authorization for staff to finalize and execute the agreement.** *Sponsor: Council Member Sherrie Parks*

- 10. Public hearing and consideration of approval of an Ordinance for the involuntarily release of fourteen (14) properties from the Extraterritorial Jurisdiction.**
- a. Staff Report
 - b. Public Hearing
 - c. Ordinance
- 11. Discuss and consider the Appointment of two (2) At-Large Members and one (1) Hays County Representative to the TIRZ No. 1 & No. 2 Board of Directors for terms ending December 31, 2025; and the appointment of a Chair for a term ending December 21, 2024. Sponsor: Mayor Pro Tem Taline Manassian**
- a. Place 2, At-Large
 - b. Place 4, At-Large
 - c. Place 6, Hays County Representative
 - d. Board Chair
- 12. Discuss and consider the Reappointment of DSISD Representative Sirena Cumberland and Hays County Emergency Management Director Mike Jones; the Appointment of Chamber of Commerce Representative Thomas Lengel; and, the Appointment of At-Large members to the Emergency Management Commission for terms ending January 1, 2026. Sponsor: Council Member Geoffrey Tahuahua**
- a. DSISD Representative
 - b. Hays County Emergency Management Representative
 - c. Chamber of Commerce Representative
 - d. At-Large Member(s)
- 13. Public hearing and consideration of approval of an Ordinance amending the membership of the Transportation Committee; and the Appointment of Tory Carpenter to serve a term that coincides with his position as Planning Director. Sponsor: Council Member Travis Crow**
- a. Staff Report
 - b. Public Hearing
 - c. Ordinance
 - d. Appointment
- 14. Discuss and consider approval of a Joint Election Agreement with Dripping Springs Independent School District regarding the May 4, 2024, Municipal General Election.**
- 15. Discuss and consider approval of a Joint Election Agreement and Election Services Contract with Hays County regarding the conduct and administration of the May 4, 2024, Municipal General Election.**
- 16. Public hearing and consideration of approval of an Ordinance regarding an amendment to the Utility Commission monthly meeting day. Sponsor: Mayor Bill Foulds, Jr.**

- a. Staff Report
- b. Public Hearing
- c. Ordinance

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

- 17. December Maintenance Report**
Craig Rice, Deputy Public Works Director

- 18. Emergency Management Coordinator Report**
Roman Baligad, Emergency Management Coordinator

- 19. Planning Department Report**
Tory Carpenter, Planning Director

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 20. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. Consultation with Attorney, 551.071**

- 21. Consultation with Attorney and Deliberation of the Appointment, Employment, Evaluation, Reassignment, and Duties of the Public Works Director, Deputy Public Works Director, Utilities Services Manager, Utilities Director, and Utilities Operations Manager. Consultation with Attorney, 551.071; Personnel Matters, 551.074**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings
February 6, 2024, at 6:00 p.m. (CC & BOA)
February 20, 2024, at 6:00 p.m. (CC)
March 5, 2024, at 6:00 p.m. (CC & BOA)
March 19, 2024, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

January 17, 2024, Parks & Recreation Commission at 6:00 p.m.
January 18, 2024, Farmers Market Committee at 10:00 a.m.
January 18, 2024, Emergency Management Commission at 12:00 p.m.
January 22, 2024, Transportation Committee at 3:30 p.m.
January 22, 2024, Founders Day Commission at 6:30 p.m.
January 23, 2024, Planning & Zoning Commission at 6:00 p.m.
January 24, 2024, Economic Development Committee at 4:00 p.m.
February 1, 2024, Historic Preservation Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **January 12, 2024, at 5:00 p.m.***

Andrea Cunningham, 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.

Nancy Heintz
Point-in-Time Co-Coordinator
HCHC Co-Chair



Homeless Coalition of Hays County

- An organization of organizations
- Our membership consists of organizations, individuals and leaders interested in preventing and ending homelessness
- Facilitate collaboration among community stakeholders
- Lead the local annual Point-in-Time Count directed by Texas Homeless Network (THN)
- Member of THN Balance of State Continuum of Care

THN Balance of State Continuum of Care

- Texas Homeless Network is the lead agency Balance of State CoC which covers 215 counties
- This CoC develops system-level responses and coordinates local community strategies that strategically prevent and end homelessness and increase housing stability
- THN plans and coordinates the annual Point-in-Time for the CoC counties



Point-in-Time Count and Survey
January 27, 2023 8 am – 6 pm

What Is The PIT Count?

The Point-in-Time (PIT) Count is a count of people experiencing homelessness- both sheltered and unsheltered on a single night in January.

It creates a snapshot of homelessness in our community at a moment in time.

**ONLY PEOPLE ENCOUNTERED ON THAT DAY MAY
BE COUNTED & THEY MUST BE SLEEPING IN
EMERGENCY SHELTER OR SLEEPING
UNSHELTERED ON THE NIGHT OF THE COUNT**

Included in a PIT count.....

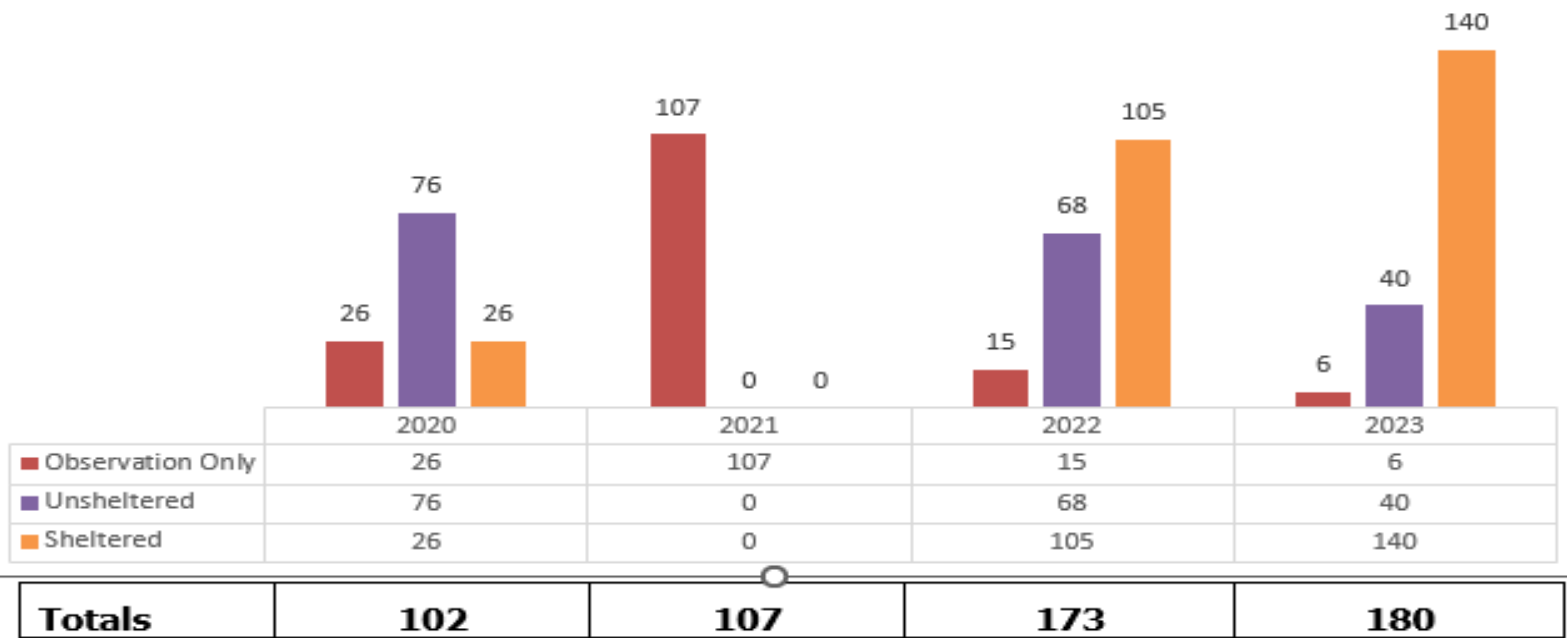
Sheltered people living in an emergency shelter or in transitional housing for less than 90 days

Unsheltered includes people living in a place not meant for human habitation; i.e. streets, under bridges, vacant buildings, encampments, cars

WHY:

- Required by the U.S. Department of Housing and Urban Development (HUD)
- Count illustrates trends over time (increases or decreases) in homelessness
- provides insights into the effectiveness of a community's housing programs and homelessness services.

Hays County Annual Point-in-Time Counts



** Observations Only numbers are included in the Unsheltered total*

Gaps Analysis: PIT Data Vs. Permanent Housing Inventory

Item 1.








This data snapshot is meant to demonstrate the gaps in housing to serve those identified as experiencing homelessness through the PIT count. The Housing Inventory Count was utilized to demonstrate the permanent housing inventory because it is the most comprehensive housing data-set we have across our geography. Permanent Housing beds include both Rapid Rehousing and Permanent Supportive Housing "beds". These permanent housing beds are not the beds available for housing, they are the ones that were filled on the night of 1/26/2023.



2023 PIT Data

2023 Permanent Housing "Beds"

Inventory Gap (Beds-PIT Data)

	2023 PIT Data	2023 Permanent Housing "Beds"	Inventory Gap (Beds-PIT Data)
 Overall Data (Totals)	180	35	145
 General Population (Not DV or Veteran)	138	35	103
 Domestic Violence	32	0	32
 Veterans	10	0	10
 Individual Adults (Age 25+ without children)	82	30	42
 Persons in Families (Adults and children)	98	5	93
 Unaccompanied Youth (Age 0-24 without children)	2	0	2

For more information, please contact data@thn.org

McKinney Vento Report 2022-2023 School Year

Item 1.

Hays County School District MKV Counts

Hays CISD

Grade Band	Doubled Up	Motel/ Hotel	Shelter/ Transitional Housing	Unsheltered	TOTAL
PK-5	97	6	5	9	117
6-8	45	0	2	0	47
9-12	79	0	1	0	80
TOTAL	221	6	8	9	244

Dripping Spring ISD

Grade Band	Doubled Up	Motel/ Hotel	Shelter/ Transitional Housing	Unsheltered	TOTAL
PK-5	5	1	2	2	10
6-8	1	0	0	1	2
9-12	2	1	0	1	4
TOTAL	8	2	2	4	16

Wimberley ISD

Grade Band	Doubled Up	Motel/ Hotel	Shelter/ Transitional Housing	Unsheltered	TOTAL
PK-5	1	0	0	0	1
6-8	3	0	0	0	3
9-12	1	0	0	0	1
TOTAL	5	0	0	0	5

San Marcos CISD

Grade Band	Doubled Up	Motel/ Hotel	Shelter/ Transitional Housing	Unsheltered	TOTAL
PK-5	90	20	18	2	130
6-8	16	12	13	0	41
9-12	18	0	3	0	21
TOTAL	124	32	34	2	192

Mental Health and Homelessness

- Individuals with mental illness and substance use disorders who are also experiencing homelessness can be found across communities. Characteristics vary from person to person, and so do the reasons for homelessness. These reasons include:
 - * access to affordable housing for low-income individuals
 - * access to mental health and substance use treatment
 - * limited job options for those with low limited education background or criminal background
 - * cognitive impairment
 - * physical disabilities and medical conditions
 - * family instability
 - * traumatic early life experiences

- The number of people experiencing homelessness in the area represent a small but growing percentage of people in Hays County. Two primary sources for data on homelessness include the PIT count and Hays Consolidated Independent School District Report.

Source: Meadows Mental Health Policy Institute –Hays County Assessment

Mental Health and Homelessness

Behavioral Advisory Team – group of community leaders and stakeholders focused on mental health initiatives led by Chief of Police Stan Standridge and Judge Elaine Brown of County Court at Law 3. Specifically addressing 5 priorities voted on by attendees of the SIM workshop in September 2022 and making progress towards these priorities.

These 5 priorities include:

- * development of a diversion center
- * piloting an Assertive Community Treatment program
- * developing a Behavioral Health Office
- * increasing data sharing
- * enhancing 911 and law enforcement response to behavioral health crises

What Now.....

- Collaborative Planning in Hays County with key partners from San Marcos, Wimberley, Buda, Kyle and Dripping Springs discusses the development of a collective response to homelessness
- Expand the low-income housing inventory
- Mental Health resources



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, December 19, 2023, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

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

City Council Members present were:

Mayor Bill Foulds, Jr.
 Mayor Pro Tem Taline Manassian
 Council Member Place 2 Wade King
 Council Member Place 3 Geoffrey Tahuahua
 Council Member Place 4 Travis Crow
 Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 Deputy City Administrator Shawn Cox
 Planning Director Tory Carpenter
 Parks & Community Services Director Andy Binz
 Public Works Director Aaron Reed
 Emergency Management Coordinator Roman Baligad
 DSRP Manager Emily Nelson
 Farmers Market Manager Charlie Reed
 Content Marketing Specialist Stephanie Hartnett
 DSRP Assistant Manager Lily Sellers
 Maintenance Worker Fletcher Engstrom
 IT Director Jason Weinstock
 Deputy City Secretary Cathy Gieselman

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

Craig Demaret expressed thanks to City staff for helping with developers and builders related to flood control and improvements in Esperanza.

PRESENTATIONS

Presentations are for discussion purposes only and no action shall be taken.

1. Recognition of Park Maintenance Worker Fletcher Engstrom.

Emily Nelson and Andy Binz presented an Award of Recognition to Fletcher Engstrom for saving the life of an *Anytime Fitness* member by using his First Aid & CPR Training.

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

- 2. Approval of the December 5, 2023, City Council regular meeting minutes.**
- 3. Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County. Applicant: Tony Corbett**
Filed as Resolution No. 2023-41
- 4. Approval of a Professional Services Agreement between the City of Dripping Springs and Freese and Nichols for Mercer St. Sidewalks PS&E.**
- 5. Approval of a Resolution Accepting Improvements and a Maintenance Bond for Arrowhead Ranch Subdivision Offsite Wastewater. Applicant: DNT Construction, LLC**
Filed as Resolution No. 2023-42
- 6. Approval of the November 2023 Treasurer's Report.**

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 2 – 6 with changes to minutes. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

A motion was made by Mayor Pro Tem Manassian to consider Business Agenda Item 13 out of order. Council Member King seconded the motion.

- 13. Discuss and consider approval of an Amended Interlocal Agreement between the City of Dripping Springs and Hays County as it relates to use of the Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks.*

Michelle Fischer presented the staff report which is on file. The DSRP Board, Hays County Commissioners Court, and Staff recommend approval of the agreement.

A motion was made by Council Member Parks to approve an Amended Interlocal Agreement between the City of Dripping Springs and Hays County as it relates to use of the Dripping Springs Ranch Park. Council Member King seconded the motion which carried unanimously 5 to 0.

- 7. Discuss and consider approval of a Roadway Agreement related to Double L Development Transportation Phasing pursuant to the Amended and Restated Development Agreement.** *Pablo Martinez, PE, Brown & Gay Engineers*

Pablo Martinez and Rob Fondren gave a presentation which is on file.

Aaron Reed presented the staff report with is on file. Staff recommends approval of the agreement.

A motion was made by Council Member Tahuahua to approve a Roadway Agreement related to Double L Development Transportation Phasing pursuant to the Amended and Restated Development Agreement. Council Member Crow seconded the motion which carried unanimously 5 to 0.

- 8. Public hearing and possible discussion regarding an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes.**

Tory Carpenter presented the staff report which is on file.

Lauren Robertson and Cathy Ramsey spoke during the Public Hearing. Cathy Ramsey spoke regarding concerns related to species not included in the ordinance as protected such as Escarpment Cherry and Rusty Blackhaw Viburnum, and she would like to see a specified common Bermuda as not being allowed in the same manner as St. Augustine as they are considered invasive should not be allowed as turf grass. Cathy also spoke regarding conservation and irrigation efforts.

- 9. Public hearing and discussion regarding Ordinance regarding ZA2023-0002: an application for a zoning map amendment from Local Retail (LR) to Commercial Services (CS) for approximately 0.89 acres out of the North 40 subdivision located at 105 Brookside.** *Applicant has requested postponement to the January 16, 2023 City Council meeting.* *Applicant: Jon Thompson*

The applicant has requested postponement to the January 16, 2023, Regular City Council meeting.

Mayor Foulds, Jr. opened the Public Hearing to which no one spoke.

A motion was made by Mayor Pro Tem Manassian to postpone an Ordinance regarding ZA2023-0002: an application for a zoning map amendment from Local Retail (LR) to Commercial Services (CS) for approximately 0.89 acres out of the North 40 subdivision located at 105 Brookside to the January 16, 2023, Regular City Council meeting. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

- 10. Discuss and consider approval of a Wastewater Easement from Dripping Springs Partners commonly known as the Burke Easement and approval of Reimbursement pursuant to the Wastewater Utility Service and Fee Agreement with Dripping Springs Partners, LLC related to Planned Development District No. 14.**

Aaron Reed presented the staff report which is on file. Staff recommends approval of the easement.

A motion was made by Mayor Pro Tem Manassian to approve a Wastewater Easement from Dripping Springs Partners commonly known as the Burke Easement and approval of Reimbursement pursuant to the Wastewater Utility Service and Fee Agreement with Dripping Springs Partners, LLC related to Planned Development District No. 14. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

- 11. Discuss and consider Acceptance of approximately seven (7) acres of property adjacent to Sports and Recreation Park and as part of the Village Grove Subdivision pursuant to the Donation Agreement with Dripping Springs Partners.**

Ginger Faught presented the staff report which is on file. Staff recommends acceptance.

A motion was made by Mayor Pro Tem Manassian to Accept approximately seven (7) acres of property adjacent to Sports and Recreation Park and as part of the Village Grove Subdivision pursuant to the Donation Agreement with Dripping Springs Partners. Council Member King seconded the motion which carried unanimously 5 to 0.

- 12. Public hearing and consideration of approval of an Ordinance amending the Fee Schedule as it relates to Construction Plan and certain Pool Permit Reviews. Sponsor: Mayor Bill Foulds, Jr.**

a. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the ordinance.

b. Public Hearing – No one spoke during the Public Hearing.

c. Ordinance – A motion was made by Council Member Parks to approve an Ordinance amending the Fee Schedule as it relates to Construction Plan and certain Pool Permit Reviews. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2023-40

- 13. Discuss and consider approval of an Amended Interlocal Agreement between the City of Dripping Springs and Hays County as it relates to use of the Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks.**

This item was considered and approved earlier in the agenda.

Council Member King stepped off the dais and exited the Council Chambers.

- 14. Discuss and consider approval of a Fiscal Sponsorship Fund Agreement with the Dripping Springs Community Foundation related to charitable funding of Visitors Bureau programs and related Fiscal Sponsorship Guidelines.** *Sponsor: Council Member Sherrie Parks.*

Michelle Fischer presented the staff report which is on file. Staff recommends approval of the agreement and guidelines.

A motion was made by Council Member Parks to approve a Fiscal Sponsorship Fund Agreement with the Dripping Springs Community Foundation related to charitable funding of Visitors Bureau programs and related Fiscal Sponsorship Guidelines with changes of using titles of board members versus staff names. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

- 15. Discuss and consider approval of membership into the OMNIA Partners Cooperative purchasing agency.**

Shawn Cox presented the staff report which is on file. Staff recommends approval of membership.

A motion was made by Council Member Tahuahua to approve membership into the OMNIA Partners Cooperative purchasing agency. Council Member Parks seconded the motion which carried unanimously 4 to 0.

- 16. Public hearing and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.**

a. Staff Report – Shawn Cox presented the staff report which is on file; he noted this is Budget Amendment number 2. Staff recommends approval of the ordinance.

b. Public Hearing – No one spoke during the Public Hearing.

c. Ordinance – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance regarding Budget Amendment Number 2 to the Fiscal Year 2023-2024 Budget. Council Member Parks seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2023-41

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

- 17. November Maintenance Report**
Craig Rice, Deputy Public Works Director

18. Planning Department Report for City Council on December 19, 2023.

Mayor Foulds announced that the January 2, 2024, City Council regular meeting has been cancelled.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with Attorney; 551.074, Personnel Matters; and, 551.072 Deliberation of Real Property and related to Executive Session Agenda Items 19 – 21. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

The City Council has the right to adjourn into executive session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Executive Session item will be taken in Open Session.

19. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*
20. **Deliberation regarding appointment, employment, evaluation, and duties of the deputy city attorney.** *(551.074, Personnel Matters)*
21. **Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential facility sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*

The City Council met in Executive Session from 7:04 – 8:06 p.m.

Council Member Crow recused himself from Executive Session Agenda Item 19, stepping off the dais and exiting the Council Chambers.

Council Member King returned to the Council Chambers and entered the Executive Session at 7:36 p.m. and took his seat at the dais.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:06 p.m.

Council Member Crow returned to the Council Chambers and took his seat at the dais.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

- January 2, 2024, at 6:00 p.m. (CC & BOA)
- January 16, 2024, at 6:00 p.m. (CC)
- February 6, 2024, at 6:00 p.m. (CC & BOA)
- February 20, 2024, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

- December 21, 2023, Farmers Market Committee at 10:00 a.m.
- January 4, 2024, Historic Preservation Commission
- January 8, 2024, TIRZ Board No. 1 & No. 2
- January 8, 2024, Founders Day Commission at 6:30 p.m.
- January 10, 2024, Utility Commission at 4:00 p.m.
- January 17, 2024, Parks & Recreation Commission at 6:00 p.m.
- January 18, 2024, Emergency Management Commission at 12:00 p.m.
- January 22, 2024, Transportation Committee at 3:30 p.m.
- January 23, 2024, Planning & Zoning Commission at 6:00 p.m.
- January 24, 2024, Economic Development Committee at 3:00 p.m.

ADJOURN

A motion was made by Council Member King to adjourn the meeting. Council Member Parks seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 8:06 p.m.

APPROVED ON: *January 16, 2024*

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: Aaron Reed, Public Works Director

Council Meeting Date: 01/16/2024

Agenda Item Wording: **Approval of a Resolution Authorizing City Staff to Negotiate an Advance Funding Agreement (AFA) with TxDOT for the Old Fitzhugh Transportation Alternative Set Aside (TASA) Grant Project.**

Agenda Item Requestor:

Summary/Background: In October of 2023, TxDOT authorized funding of a sidewalk project in the City of Dripping Springs through the Transportation Set Aside Grant Program. City Council needs to authorize City staff to negotiate an Advance Funding Agreement with TxDOT so the project can be initiated.

The total cost of the project is estimated at \$1,917,496 The Federal cost participation is \$1,553,996 leaving an estimated \$383,499 local (City) participation.

Commission Recommendations:

Recommended Council Actions: City staff recommends approval.

Attachments:

Next Steps/Schedule: City staff will negotiate the AFA with TxDOT and bring the agreement back to Council prior to execution.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-R _____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the OLD FITZHUGH SIDEWALK project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of Dripping Springs commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

WHEREAS, the City of Dripping Springs is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City of Dripping Springs City Council desires to reaffirm its support of the Project and approve and authorize the negotiation and execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

1. The City Council authorizes and directs the Mayor and City Staff to negotiate on behalf of the City an Advanced Funding Agreement with the Texas Department of Transportation for a Transportation Alternatives Set-Aside Project.
2. The City Council directs City Staff to work with TXDOT for transfer of any necessary documentation.
3. The City Council directs City Staff to bring a negotiated AFA to City Council for approval and execution.
4. 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 AND APPROVED, this the 16th day of January 2024, by a vote of __ (ayes) to __ (nays) to __ (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: January 16, 2024

Agenda Item Wording: **Approval of a Purchasing Policy for the City of Dripping Springs.** *Applicant:*

Agenda Item Requestor:

Summary/Background: This policy establishes guidelines and procedures for procurement for the City of Dripping Springs. In accordance with the public trust placed upon the City of Dripping Springs, it is essential that all City officials and employees adhere to the procedures set forth by this policy.

Commission Recommendations: N/A

Recommended Council Actions: Approval

Attachments:

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS RESOLUTION

NO. 2024- [REDACTED]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE UPDATED PURCHASING POLICY THAT PROVIDES GUIDELINES AND PROCEDURES FOR THE CITY’S PROCUREMENT ACTIVITIES AND PROVIDES FOR STAFF APPROVAL OF CERTAIN PURCHASES.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) has determined that authorizing certain city staff and committees to approve purchases that meet certain requirements is desirable in that it will improve the efficiency of city purchasing; and

WHEREAS, the City Council finds it to be in the public interest, and necessary for the efficient and effective administration of City business to put in place standard rules to govern certain procurement transactions; and

WHEREAS, the City Council finds the new purchasing policy enacted by this Resolution to be reasonable and prudent;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DRIPPING SPRINGS CITY COUNCIL, 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 adopts the updated Purchasing Policy.
3. The City Council hereby authorizes the Mayor, City Administrator, and City Treasurer to implement the Purchasing Policy.
4. This Resolution shall take effect immediately upon passage.
5. 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 [REDACTED] day of _____, 2024 by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, MAYOR

ATTEST:

Andrea Cunningham, CITY SECRETARY

City of Dripping Springs
Purchasing Policy

Approved: _____, 2024

City of Dripping Springs

PURCHASING POLICY**I. PURPOSE**

This policy establishes guidelines and procedures for procurement for the City of Dripping Springs, Texas (“City”). In accordance with the public trust placed upon the City, it is essential that all City officials and employees adhere to the procedures set forth by this policy. The City Administrator may establish policies and procedures and approve change orders subject to the limitations set by state law, and is authorized to maintain and enforce all purchasing policies to assure they comply with all applicable laws, regulations, and ordinances that protect the Dripping Springs citizens. The City Council shall, from time to time, evaluate the effectiveness of such policies.

II. DEFINITIONS

Unbudgeted Purchase: a purchase where the funding was not approved or where insufficient funding was approved and which must be sent to City Council as a budget amendment.

HUB: Historically Underutilized Business, (1) Vendor must be (a) at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, (b) an entity with its principal place of business in Texas, and (c) has an owner residing in Texas with a proportionate interest that actively participates in the control, operations, and management of the entity's affairs.

City Administrator: City Administrator or Deputy City Administrator.

Department Head: the Deputy Public Works Director, Public Works Director, Parks and Community Services Director, Planning Director, City Attorney, City Secretary, Building Official, People & Communications Director, Information Technology Director, Emergency Management Coordinator, Visitors Bureau Manager, and the Dripping Springs Ranch Park Manager.

Sole Source: items that are available from only one source, including:

- (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- (B) films, manuscripts, or books;
- (C) gas, water, and other utility services;
- (D) captive replacement parts or components for equipment;
- (E) books, papers, and other library materials for a public library that are available

only from the persons holding exclusive distribution rights to the materials; and

- (F) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

Purchase Order: the document created and approved by City Administration for use as a purchase order as listed below.

III. PROCEDURE

A. Responsibilities in Purchasing Process

- (1) All expenditures must be in accordance with an annual budget approved by the City Council. Unbudgeted purchases must be approved in advance by the City Council. For budgeted expenditures, the City Council delegates to the City Administrator the authority to approve and execute contracts and purchases under \$50,000.00.
- (2) The City will not be legally bound by verbal agreements for materials, parts, equipment, supplies, or services. All purchases, unless otherwise excepted in this Policy, must be made by written agreement or purchase order signed by the City Administrator, Deputy City Administrator, Department Head, Mayor, or Mayor Pro Tem.
 - The Dripping Springs Ranch Park Board may approve expenditures in accordance with the approved budget and shall submit such expenditures to the Dripping Springs Ranch Park Manager or the Parks & Community Services Director, as appropriate, for completion of a purchase order or agreement as required by the City of Dripping Springs Purchasing Policy.
- (3) No matter the expenditure amount, multi-year purchasing commitments require written City Administrator approval.
- (4) **FORMAL SOLICITATION PROCEDURE:** To initiate a bid, contact the Finance Department. The Finance Department will arrange a time to collaborate and develop a detailed specification or statement of work with the requesting department to assure the exact requirements are being communicated to the responding vendors.
 - 4.1. Specification and Announcement Procedures – The Finance Department will issue the correct type of solicitation (Invitation for Bid-IFB, Request for Proposal-RFP, or Request for Qualifications-RFQ); place an advertisement in the official newspaper and any other media appropriate for the type of solicitation. The requesting department will coordinate with the Finance Department to send

the package to the vendors on available distribution lists and vendors recommended by the requesting department. While the solicitation is in the vendor's hands no communication between any responding vendor and any City staff or City Council member, except as listed in the solicitation. The person listed in the solicitation will be the primary contact for all solicitations. Any contact concerning the solicitation with staff or city council may be grounds for disqualification of a vendor's response. Communication for business not concerning the solicitation is acceptable.

Answers to questions received or changes to the specification will be addressed in an addendum posted to the city's website.

4.2. Bid Opening, Evaluation and Award – The Finance Department in coordination with the requesting department will execute the bid opening. A tabulation of the responses will be created and the requesting department will meet with the Finance Department to jointly determine the response containing best value for the City.

The contract, after review and approval by the City Attorney, if necessary, must be awarded to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the city. The terms and conditions of the solicitation must indicate the criteria and corresponding weight for each criterion that will be used in the evaluation.

After final negotiation, if necessary, has been completed the purchase and contract must be approved by the City Council. The Requesting Department shall prepare the Staff Report to present to the City Council.

B. Purchasing Procedures

(1) Any purchases that are not budgeted for must be brought to the City Council for approval.

(2) Purchases up to \$4,999.99.

- No quotes are required, but best value should be sought.
- Local purchases of under \$2,000.00 can be made without written agreement pursuant to Section C.
- Department-approved designees may authorize, without further approval of the City Administrator.

(3) Purchases between \$5,000.00 and \$15,999.99.

- The applicable City staff, department, or other authorized purchaser shall attempt to obtain a minimum of three (3) proposals for all contract work.

- Written Agreements are required.
- Purchases must be approved by the City Administrator or Deputy City Administrator.

(4) Purchases between \$16,000.00 - \$49,999.99.

- The applicable City staff, department, or other authorized purchaser shall obtain a minimum of three (3) proposals for all contract work.
- The City Administrator may approve administratively, or may place such purchases on a City Council agenda for Council approval.
- Written Agreements are required.
- This section includes purchases over \$50,000 where there is an exception to the bidding requirements including emergency purchases.

(5) Purchases of \$50,000.00 and more.

- Purchases must be accomplished through a formal solicitation process. All such purchases, work orders, and expenditures, must be approved by City Council.
- Approval for such a purchase shall be requested for the one response received that provides the **best value** for the City and meets any pre-determined criteria. The intent is to purchase equipment, materials, supplies and services at the lowest total cost to the City from the best responsible sources.
- Considerations for “best value” include: the lowest and most responsible source-price, quoted delivery, vendor reliability and other factors and criteria explicitly outlined during the formal solicitation process.
- Written Agreements are required.

(6) Exceptions. An exception can be made by the City Administrator on a case-by-case basis, dictated by Local Government Code §252.022, by allowing:

- A minimum of two accepted bids rather than three, or
- Approval of a purchase where services or goods are only available from a single source. “Sole Source Purchases” are defined in Local Government Code §252.022(a)(7).
- No bidding process for exempt purchases listed in Local Government Code §252.022.
- Non-compliance with this policy in the event of emergency with written City Administrator approval.

(7) Other Requirements.

- All written quotes should be attached to the purchase order or Agreement. Emails, or written quotes are acceptable.
- A W-9 is required from all contractors and must be on file before

payment can be processed for purchases over \$600.

- All conflicts disclosures required by State law or City ordinance shall be on file before payment can be processed.
- All purchases related to services of any amount, and all purchases of goods that require maintenance, training, or delivery, shall be finalized by written agreement as described above.
- All written agreements shall be sent to the City Attorney for review and approval prior to submission to the appropriate city official for execution.
- All executed agreements shall be sent to the City Secretary for proper filing and retention.

C. Change Orders. After the award of the contract, if circumstances change which will alter the scope of work, a change order may be issued to the contract that involves and increase or decrease to the scope of work or amount.

- (1) A change order is required if, after the contract has been executed, one or more of the following events occur:
 - (a) Changes in plans or specifications are necessary;
 - (b) It becomes necessary to increase or decrease the quantity of work, materials, equipment or supplies to be furnished.
- (2) Material changes in the scope, quantities, or related work may not be made. “Material change” is defined as substantial revisions.
- (3) The City Administrator must approve written change orders to all contracts less than \$50,000 where the original agreement is required to be approved by the City Administrator. Written change orders of more than \$50,000 must be approved by City Council.
- (4) The sum of all approved change orders per contract may not exceed 25% of the original total contract amount. Any change greater than 25% requires a new solicitation. *See* Local Government Code § 252.048(d).

D. Local Purchases

There shall be a preference in the City’s procurement activities to *buy local*, to the extent reasonably possible and fiscally prudent, and within the confines of state law.

With the authorization of the City Administrator or Deputy City Administrator, authorized employees may make local purchases, not exceeding \$2,000.00 without the use of a purchase order or written agreement. For the purposes of this Policy, “local

purchases” are those made in the city limits.

If on any contract, the City received multiple identical bids, and one is a resident of the City and the other is not, the City will select the local bidder, pursuant to Local Government Code Section 271.901(b).

IV. Historically Underutilized Business (HUB) Procedures

- A. State law requires a City to attempt to contact at least two (2) historically underutilized businesses if the City makes an expenditure between \$3,000.00 and \$50,000.00. The requirements are found in [Local Government Code Section 252.0215](#).
- B. Requirements. Per Local Government Code Section 252.0215, when making an expenditure of more than \$3,000.00 but less than \$50,000.00, the City must contact at least two (2) HUBs on a rotating basis, based on information provided by the comptroller. If the comptroller list fails to identify a HUB in Hays County, the City is exempt. If the expenditure is for less than \$3,000.00 or for more than \$50,000.00, this special notification requirement does not apply.
- C. Procedure.
 - (1) To determine what businesses within the county are classified as HUBs, departments can access the comptroller’s website: <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>, select “HUBs Only” and enter the appropriate search criteria.
 - (2) Documentation must be kept to certify that the requesting department either made contact with available Hays County HUB vendors, or that no applicable HUB vendors were identified in Hays County for the particular commodity being ordered.

V. Equipment and Computer Purchases

- A. Equipment procurement requires staff to seek a minimum of three quotes for all purchases over \$2,500.00 unless the item is a single source item as defined by Local Government Code § 252.022(a)(7).
- B. All requests for computer equipment, software, telecommunications, and/or related services or supplies must be submitted to the Information Technology (IT) Director for review or technical evaluation. The IT Director will determine compatibility, best source, or investigate alternatives and will recommend purchase to City Administrator for approval. Requests that are not covered by the City’s budget, will require City Council approval.

VI. Purchase Orders

- A. No Purchase orders will be processed without appropriate approvals. The Finance Department is responsible for verifying that all quotes accurately describe the materials, equipment, supplies or services to be purchased.
- B. Purchase orders are numbered. The records should indicate the reason for any voided purchase order.
- C. All invoices for contract work should be turned in with the purchase order for approval. Record purchase order numbers at the top of approved original invoices. After final approval of Administrator, Deputy City Administrator, Department Head, or City Council, the signed original with approved estimate and two copies should be distributed as follows:
- D. The Original copy and original invoice should be maintained until work is completed and then final invoice attached and turned into the Finance Department for payment.
- E. The second copy of purchase order with attached copy of approved estimate is for the vendor.
- F. The third copy is to be kept in the Department records, those being City Administration, Building, Planning, Public Works, or Parks & Community Services.

G. Sales Taxes

As a municipal corporation, the City is exempt from paying sales taxes. Those persons making purchases on behalf of the City are obligated to make stores and vendors aware of this exemption.

H. Means of Purchase

To the extent possible, purchases shall be made utilizing the following hierarchy, with the preferred means listed first below:

- (1) Direct bill to the City.
- (2) City-issued credit card.
- (3) Check drawn on City's bank account.
- (4) Petty Cash.

VII. GUIDANCE DOCUMENT

This Policy shall be utilized as a guidance document, only. Failure to comply with the mandates of this Policy shall not be considered illegal, per se, or the violation of law. However, the City Council reserves the right to consider disregard of this Policy grounds for disciplinary action in employment situations.

This policy cannot address every situation. When an unusual situation occurs or a difficult legal problem arises, the City Administrator may approve exceptions to this policy, when in the best interests of the City, so long as the proposed exceptions are consistent with the local, state and federal law.

VIII. STATE LAW

Nothing in this Policy shall be construed as waiving or altering the mandates of state law.



DRIPPING SPRINGS
Texas

To: Mayor Bill Foulds, Jr. and City Council, City of Dripping Springs

From: Shawn Cox, Deputy City Administrator 

Date: January 16, 2024

RE: December 2023 City Treasurer's Report

General Fund:

The General Fund received **\$817,103.40** in revenues for December.

General Fund revenues are in line with the adopted budget. Some line items of note include:

- 100-000-40001: Sales Tax Revenue – \$367,083.23 was received in December, of which \$283,733.38 is considered City Revenues and not allocated to either the Utility Fund or through agreements. This is an increase of 1.06% over December 2022 collections.
- 100-200-43000: Site Development Fees: – \$111,949.47 was received in December.
- 100-200-43031: Building Code Fees – \$89,482.35 was received in December.

General Fund expenditures are in line with the amended budget.

Utility Fund:

The Utility Fund received **\$753,474.53** in revenues for December.

Utility Fund revenues are in line with the adopted budget. Some line items of note include:

- 400-000-46001: Other Revenues - \$560,710.85 was received from Heritage MUD's bond proceeds. This is related to the City's Development Agreement with Headwaters MUD regarding roads and will be returned to the MUD per the agreement.
- 400-300-43018: Wastewater Service Fees – \$147,777.90 from Water Supply Corp. was received in December.
- 400-301-43041: Water Usage - \$9,392.30 was received in December.

Utility Fund expenditures are in line with the adopted budget. Some line items of note include:

- 400-310-60003: On Call Pay – Through December, \$6,272.46 is shown to be spent from this line item. \$2,600.00 was expected to be spent through December. A line item in our payroll software was mis entered. The additional \$3,672.46 should be considered Overtime Pay, and will be corrected in a Journal Entry, which will be reflected in the January Treasurer's Report.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$29,519.45** in revenues for December.

DSRP revenues are in line with the amended budget. Some line items of note include:

- 200-401-43012: Facility Rentals - \$17,899.27 was received in December.
-



DRIPPING SPRINGS
Texas

DSRP expenditures are in line with the adopted budget. Some line items of note include:

- 200-401-64005: Equipment Rental – This line item is shown to be over budget by \$4,621.62. However, \$6,340.12 is equipment rented for the Ice Rink, which has a separate line item and was budgeted for FY 2024. This will be corrected in a Journal Entry, which will be reflected in the January Treasurer’s Report.

Banking:

On November 30th, the City’s cash balance was **\$27.69 Million**. This is a 4.6% decrease from the previous month’s cash balances. This is not a surprise, as our property tax revenues do not typically come in until January. A total of **\$58,251.20** was collected in interest revenues in December.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,389,487.36	3,389,487.36	0.00	0.00	-3,389,487.36	100.00 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	367,083.23	1,120,571.46	-2,679,428.54	70.51 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	8,524.30	25,429.53	-49,570.47	66.09 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
100-000-42000	Alcohol Permit Fees	9,000.00	9,000.00	375.00	627.50	-8,372.50	93.03 %
100-000-46001	Other Revenues	40,000.00	40,000.00	211,984.47	297,259.99	257,259.99	743.15 %
100-000-46002	Interest	50,000.00	50,000.00	15,355.32	46,831.41	-3,168.59	6.34 %
100-000-46014	Transportation Improvements Reim	240,000.00	240,000.00	0.00	0.00	-240,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47013	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
	Department: 000 - Undesignated Total:	7,763,445.36	7,763,445.36	603,322.32	1,490,719.89	-6,272,725.47	80.80%
Department: 105 - Communications							
100-105-44000	Sponsorships & Donations	30,000.00	30,000.00	0.00	250.00	-29,750.00	99.17 %
100-105-46006	Merchandise	17,500.00	17,500.00	4,305.58	8,487.13	-9,012.87	51.50 %
100-105-47005	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
	Department: 105 - Communications Total:	110,209.00	110,209.00	4,305.58	8,737.13	-101,471.87	92.07%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	2,680.00	13,475.00	-61,525.00	82.03 %
100-200-43000	Site Development Fees	850,000.00	850,000.00	111,949.47	175,057.16	-674,942.84	79.41 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	1,320.00	12,130.00	-52,870.00	81.34 %
100-200-43030	Subdivision Fees	638,875.00	638,875.00	0.00	1,200.00	-637,675.00	99.81 %
	Department: 200 - Planning & Development Total:	1,628,875.00	1,628,875.00	115,949.47	201,862.16	-1,427,012.84	87.61%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	600.00	12,500.00	12,500.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	2,383.68	6,820.80	-43,179.20	86.36 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	89,482.35	245,016.50	-1,254,983.50	83.67 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	92,466.03	264,337.30	-1,285,662.70	82.95%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	0.00	2,605.00	-2,395.00	47.90 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	0.00	140.00	-1,660.00	92.22 %
100-400-44002	Program & Event Fees	22,600.00	22,600.00	0.00	175.00	-22,425.00	99.23 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	185.00	6,480.00	480.00	108.00 %
100-400-47002	Transfer from Parkland Dedication	541,480.00	541,480.00	0.00	0.00	-541,480.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	579,880.00	579,880.00	185.00	9,400.00	-570,480.00	98.38%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	55,300.00	55,300.00	0.00	0.00	-55,300.00	100.00 %
100-402-44004	Park Rental Income	20,800.00	20,800.00	0.00	0.00	-20,800.00	100.00 %
	Department: 402 - Aquatics Total:	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	125.00	125.00	-6,125.00	98.00 %
100-404-45001	FD Food Booths	1,300.00	1,300.00	0.00	0.00	-1,300.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-404-45005	FD Sponsorships	90,000.00	90,000.00	750.00	750.00	-89,250.00	99.17 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45006	FD Parking Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	0.00	0.00	-3,300.00	100.00 %
Department: 404 - Founders Day Total:		124,450.00	124,450.00	875.00	875.00	-123,575.00	99.30%
Revenue Total:		11,832,959.36	11,832,959.36	817,103.40	1,975,931.48	-9,857,027.88	83.30%
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
100-000-61000	Health Insurance	279,323.88	279,323.88	4,157.99	17,162.82	262,161.06	93.86 %
100-000-61001	Dental Insurance	0.00	0.00	2.18	2.18	-2.18	0.00 %
100-000-61002	Medicare	0.00	0.00	4.34	4.34	-4.34	0.00 %
100-000-61003	Social Security	0.00	0.00	18.55	18.55	-18.55	0.00 %
100-000-61005	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
100-000-61006	TMRS	185,186.55	185,186.55	18.18	18.18	185,168.37	99.99 %
100-000-62009	Human Resources Consultant	28,306.00	28,306.00	1,833.33	5,499.99	22,806.01	80.57 %
100-000-63004	Dues, Fees & Subscriptions	31,500.00	31,500.00	5,731.86	17,028.89	14,471.11	45.94 %
100-000-63005	Training/Continuing Education	84,158.93	84,158.93	4,694.39	20,037.46	64,121.47	76.19 %
100-000-64000	Office Supplies	35,000.00	35,000.00	2,389.68	6,245.30	28,754.70	82.16 %
100-000-64004	Office Furniture and Equipment	10,300.00	10,300.00	0.00	299.99	10,000.01	97.09 %
100-000-66002	Postage & Shipping	3,500.00	3,500.00	550.52	640.81	2,859.19	81.69 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
100-000-90015	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
Department: 000 - Undesignated Total:		5,797,331.91	5,797,331.91	19,401.02	71,958.51	5,725,373.40	98.76%
Department: 100 - City Council/Boards & Commissions							
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	60,000.00	60,000.00	-50,000.00	-500.00 %
Department: 100 - City Council/Boards & Commissions Total:		17,000.00	17,000.00	60,000.00	60,000.00	-43,000.00	-252.94%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	63,374.26	140,129.15	-140,129.15	0.00 %
100-101-60002	Overtime	0.00	0.00	46.49	252.99	-252.99	0.00 %
100-101-61000	Health Insurance	0.00	0.00	2,206.53	5,147.27	-5,147.27	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	202.20	471.80	-471.80	0.00 %
100-101-61002	Medicare	0.00	0.00	870.89	1,921.88	-1,921.88	0.00 %
100-101-61003	Social Security	0.00	0.00	1,127.91	5,617.36	-5,617.36	0.00 %
100-101-61006	TMRS	0.00	0.00	3,570.61	8,234.46	-8,234.46	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	71,398.89	161,774.91	-161,774.91	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	16,627.53	39,264.62	-39,264.62	0.00 %
100-102-60002	Overtime	0.00	0.00	68.47	160.84	-160.84	0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,450.95	3,383.79	-3,383.79	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	101.10	235.90	-235.90	0.00 %
100-102-61002	Medicare	0.00	0.00	238.55	563.41	-563.41	0.00 %
100-102-61003	Social Security	0.00	0.00	1,019.98	2,408.99	-2,408.99	0.00 %
100-102-61006	TMRS	0.00	0.00	963.29	2,340.69	-2,340.69	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00 %
100-102-64003	Uniforms	0.00	0.00	0.00	138.00	-138.00	0.00 %
100-102-64032	Meeting Supplies	12,700.00	12,700.00	338.32	461.71	12,238.29	96.36 %
100-102-66003	Public Notices	2,000.00	2,000.00	698.36	698.36	1,301.64	65.08 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-69003 Records Management	1,220.00	1,220.00	0.00	120.00	1,100.00	90.16 %
Department: 102 - City Secretary Total:	29,120.00	29,120.00	21,506.55	49,776.31	-20,656.31	-70.94%
Department: 103 - Courts						
100-103-62003 Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	500.00	15,000.00	96.77 %
Department: 103 - Courts Total:	15,500.00	15,500.00	0.00	500.00	15,000.00	96.77%
Department: 104 - City Attorney						
100-104-60000 Regular Employees	0.00	0.00	20,000.11	45,734.84	-45,734.84	0.00 %
100-104-60001 Part-time Employees	0.00	0.00	40.00	240.00	-240.00	0.00 %
100-104-61000 Health Insurance	0.00	0.00	735.66	1,716.54	-1,716.54	0.00 %
100-104-61001 Dental Insurance	0.00	0.00	50.55	117.95	-117.95	0.00 %
100-104-61002 Medicare	0.00	0.00	287.39	659.19	-659.19	0.00 %
100-104-61003 Social Security	0.00	0.00	1,228.90	2,818.74	-2,818.74	0.00 %
100-104-61004 Unemployment	0.00	0.00	0.64	3.84	-3.84	0.00 %
100-104-61006 TMRS	0.00	0.00	1,187.76	2,747.28	-2,747.28	0.00 %
100-104-62003 Special Counsel and Consultants	49,000.00	49,000.00	809.50	1,717.70	47,282.30	96.49 %
Department: 104 - City Attorney Total:	49,000.00	49,000.00	24,340.51	55,756.08	-6,756.08	-13.79%
Department: 105 - Communications						
100-105-60000 Regular Employees	0.00	0.00	21,144.43	48,751.20	-48,751.20	0.00 %
100-105-61000 Health Insurance	0.00	0.00	1,488.06	3,467.58	-3,467.58	0.00 %
100-105-61001 Dental Insurance	0.00	0.00	101.10	235.90	-235.90	0.00 %
100-105-61002 Medicare	0.00	0.00	305.04	703.26	-703.26	0.00 %
100-105-61003 Social Security	0.00	0.00	1,304.25	3,006.93	-3,006.93	0.00 %
100-105-61006 TMRS	0.00	0.00	1,245.00	2,917.98	-2,917.98	0.00 %
100-105-63023 General Maintenance	32,670.00	32,670.00	0.00	8,910.00	23,760.00	72.73 %
100-105-64021 Merchandise	23,639.00	23,639.00	9,260.30	12,482.30	11,156.70	47.20 %
100-105-66000 Website	6,800.00	6,800.00	0.00	0.00	6,800.00	100.00 %
100-105-66005 Public Relations	15,300.00	15,300.00	0.00	0.00	15,300.00	100.00 %
100-105-66010 Events, Entertainment & Activities	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00 %
100-105-70003 Other Expenses	25,400.00	25,400.00	738.43	1,062.39	24,337.61	95.82 %
Department: 105 - Communications Total:	132,309.00	132,309.00	35,586.61	81,537.54	50,771.46	38.37%
Department: 106 - IT						
100-106-60000 Regular Employees	0.00	0.00	9,006.65	21,841.13	-21,841.13	0.00 %
100-106-61000 Health Insurance	0.00	0.00	749.55	1,747.89	-1,747.89	0.00 %
100-106-61001 Dental Insurance	0.00	0.00	50.55	117.95	-117.95	0.00 %
100-106-61002 Medicare	0.00	0.00	130.34	316.09	-316.09	0.00 %
100-106-61003 Social Security	0.00	0.00	557.26	1,351.47	-1,351.47	0.00 %
100-106-61006 TMRS	0.00	0.00	533.67	1,311.43	-1,311.43	0.00 %
100-106-64001 Office IT Equipment & Support	139,499.00	139,499.00	5,901.39	55,349.38	84,149.62	60.32 %
100-106-64002 Software	192,000.00	192,000.00	44,385.08	81,368.88	110,631.12	57.62 %
100-106-65000 Network/Phone	58,395.84	58,395.84	2,973.78	11,640.02	46,755.82	80.07 %
Department: 106 - IT Total:	389,894.84	389,894.84	64,288.27	175,044.24	214,850.60	55.10%
Department: 107 - Finance						
100-107-60000 Regular Employees	0.00	0.00	30,027.40	67,048.23	-67,048.23	0.00 %
100-107-60002 Overtime	0.00	0.00	100.59	171.19	-171.19	0.00 %
100-107-61000 Health Insurance	0.00	0.00	2,190.54	5,107.88	-5,107.88	0.00 %
100-107-61001 Dental Insurance	0.00	0.00	151.65	353.85	-353.85	0.00 %
100-107-61002 Medicare	0.00	0.00	401.81	892.91	-892.91	0.00 %
100-107-61003 Social Security	0.00	0.00	1,718.08	3,817.91	-3,817.91	0.00 %
100-107-61006 TMRS	0.00	0.00	1,728.80	3,976.53	-3,976.53	0.00 %
100-107-62001 Financial Services	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
100-107-67000 TML Liability Insurance	27,277.00	27,277.00	0.00	5,543.75	21,733.25	79.68 %
100-107-67001 TML Property Insurance	48,810.00	48,810.00	0.00	13,721.00	35,089.00	71.89 %
100-107-67002 TML Workmen's Comp Insurance	34,656.00	34,656.00	0.00	8,664.00	25,992.00	75.00 %
100-107-70001 Mileage	0.00	0.00	0.00	163.59	-163.59	0.00 %
100-107-80004 Series 2024	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
100-107-90003 Transfer to Wastewater Utility Fund	760,000.00	760,000.00	0.00	150,697.64	609,302.36	80.17 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-90004	SPA & ECO D Transfers	218,880.00	218,880.00	10,479.41	35,483.65	183,396.35	83.79 %
	Department: 107 - Finance Total:	1,494,123.00	1,494,123.00	46,798.28	295,642.13	1,198,480.87	80.21%
	Department: 200 - Planning & Development						
100-200-60000	Regular Employees	0.00	0.00	25,407.22	57,878.78	-57,878.78	0.00 %
100-200-60002	Overtime	0.00	0.00	23.31	82.69	-82.69	0.00 %
100-200-61000	Health Insurance	0.00	0.00	2,206.62	5,145.86	-5,145.86	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	151.65	353.85	-353.85	0.00 %
100-200-61002	Medicare	0.00	0.00	355.64	809.85	-809.85	0.00 %
100-200-61003	Social Security	0.00	0.00	1,520.60	3,462.73	-3,462.73	0.00 %
100-200-61006	TMRS	0.00	0.00	1,498.66	3,470.04	-3,470.04	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-200-62005	Health Inspector	60,000.00	60,000.00	6,559.22	10,608.32	49,391.68	82.32 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00 %
100-200-62010	Miscellaneous Consultant	165,000.00	165,000.00	9,601.80	9,601.80	155,398.20	94.18 %
	Department: 200 - Planning & Development Total:	313,500.00	313,500.00	47,324.72	91,413.92	222,086.08	70.84%
	Department: 201 - Building						
100-201-60000	Regular Employees	0.00	0.00	38,159.77	92,718.70	-92,718.70	0.00 %
100-201-60002	Overtime	0.00	0.00	902.69	1,765.30	-1,765.30	0.00 %
100-201-61000	Health Insurance	0.00	0.00	3,598.90	8,899.72	-8,899.72	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	251.56	622.26	-622.26	0.00 %
100-201-61002	Medicare	0.00	0.00	557.93	1,349.25	-1,349.25	0.00 %
100-201-61003	Social Security	0.00	0.00	2,385.54	5,769.01	-5,769.01	0.00 %
100-201-61004	Unemployment	0.00	0.00	56.32	56.32	-56.32	0.00 %
100-201-61006	TMRS	0.00	0.00	2,306.58	5,665.12	-5,665.12	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	63,785.00	129,665.00	620,335.00	82.71 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	275.00	1,725.00	86.25 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	249.91	1,483.75	-1,483.75	0.00 %
	Department: 201 - Building Total:	792,000.00	792,000.00	112,254.20	248,269.43	543,730.57	68.65%
	Department: 300 - Wastewater						
100-300-60000	Regular Employees	0.00	0.00	11,856.24	28,837.48	-28,837.48	0.00 %
100-300-61000	Health Insurance	0.00	0.00	734.85	1,713.37	-1,713.37	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	50.55	117.95	-117.95	0.00 %
100-300-61002	Medicare	0.00	0.00	160.35	391.16	-391.16	0.00 %
100-300-61003	Social Security	0.00	0.00	685.65	1,672.57	-1,672.57	0.00 %
100-300-61006	TMRS	0.00	0.00	682.14	1,711.22	-1,711.22	0.00 %
100-300-71001	Transportation Improvement Proje	1,140,000.00	1,140,000.00	-2,117.40	129,214.60	1,010,785.40	88.67 %
	Department: 300 - Wastewater Total:	1,140,000.00	1,140,000.00	12,052.38	163,658.35	976,341.65	85.64%
	Department: 304 - Maintenance						
100-304-60000	Regular Employees	0.00	0.00	47,948.52	107,756.34	-107,756.34	0.00 %
100-304-60002	Overtime	0.00	0.00	1,170.12	2,555.84	-2,555.84	0.00 %
100-304-60003	On Call Pay	0.00	0.00	1,200.00	2,800.00	-2,800.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	5,061.00	11,804.48	-11,804.48	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	353.85	825.65	-825.65	0.00 %
100-304-61002	Medicare	0.00	0.00	700.66	1,572.55	-1,572.55	0.00 %
100-304-61003	Social Security	0.00	0.00	2,995.91	6,723.94	-6,723.94	0.00 %
100-304-61006	TMRS	0.00	0.00	2,903.84	6,709.11	-6,709.11	0.00 %
100-304-63000	Office Maintenance/Repairs	19,860.00	19,860.00	0.00	2,075.03	17,784.97	89.55 %
100-304-63001	Equipment Maintenance	6,750.00	6,750.00	262.03	391.32	6,358.68	94.20 %
100-304-63002	Fleet Maintenance	78,020.00	78,020.00	1,557.74	4,489.36	73,530.64	94.25 %
100-304-63008	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00	100.00 %
100-304-63009	Street/ROW Maintenance	211,005.00	211,005.00	0.00	-3,600.00	214,605.00	101.71 %
100-304-64003	Uniforms	17,500.00	17,500.00	967.79	3,204.40	14,295.60	81.69 %
100-304-64006	Fleet Acquisition	361,000.00	361,000.00	0.00	0.00	361,000.00	100.00 %
100-304-64009	Maintenance Equipment	8,500.00	8,500.00	0.00	562.33	7,937.67	93.38 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	49.99	436.54	6,063.46	93.28 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
100-304-65001	Street Electricity	20,000.00	20,000.00	1,670.97	3,313.58	16,686.42	83.43 %
100-304-65002	City Streets Water	4,000.00	4,000.00	281.63	563.48	3,436.52	85.91 %
100-304-65003	Office Electricity	5,500.00	5,500.00	458.18	960.05	4,539.95	82.54 %
100-304-65004	Office Water	650.00	650.00	40.38	81.89	568.11	87.40 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	76.50	153.00	1,347.00	89.80 %
100-304-65006	Stephenson Water	500.00	500.00	35.41	71.04	428.96	85.79 %
100-304-65009	Triangle Electric	0.00	0.00	38.25	76.50	-76.50	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69006	Stephenson Bldg Improvements	92,025.00	92,025.00	0.00	2,850.00	89,175.00	96.90 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-304-69011	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-304-71002	Street Improvements	660,000.00	660,000.00	0.00	0.00	660,000.00	100.00 %
100-304-71003	City Hall Improvements	556,000.00	556,000.00	0.00	0.00	556,000.00	100.00 %
Department: 304 - Maintenance Total:		2,271,860.00	2,271,860.00	67,772.77	156,376.43	2,115,483.57	93.12%
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	22,689.52	46,984.62	-46,984.62	0.00 %
100-400-60001	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76	100.00 %
100-400-60002	Overtime	0.00	0.00	554.37	619.51	-619.51	0.00 %
100-400-60005	Camp Staff	0.00	0.00	7,212.05	7,333.66	-7,333.66	0.00 %
100-400-61000	Health Insurance	0.00	0.00	837.76	1,850.65	-1,850.65	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	55.35	123.39	-123.39	0.00 %
100-400-61002	Medicare	0.00	0.00	437.84	790.24	-790.24	0.00 %
100-400-61003	Social Security	0.00	0.00	1,872.23	3,379.08	-3,379.08	0.00 %
100-400-61004	Unemployment	0.00	0.00	174.59	176.53	-176.53	0.00 %
100-400-61006	TMRS	0.00	0.00	1,372.21	2,848.44	-2,848.44	0.00 %
100-400-63004	Dues, Fees & Subscriptions	3,402.00	3,402.00	0.00	0.00	3,402.00	100.00 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	0.00	570.00	-570.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	0.00	500.00	-500.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	0.00	650.00	-650.00	0.00 %
100-400-63013	General Parks Maintenance	9,000.00	9,000.00	343.19	343.19	8,656.81	96.19 %
100-400-63015	Founders Park/Pool Maintenance	17,740.00	17,740.00	0.00	2,405.71	15,334.29	86.44 %
100-400-63016	Sports & Rec Park Maintenance	42,920.00	42,920.00	0.00	51.48	42,868.52	99.88 %
100-400-63017	Charro Ranch Park Maintenance	9,300.00	9,300.00	0.00	0.00	9,300.00	100.00 %
100-400-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	24.99	24.99	675.01	96.43 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63037	Rathgeber Maintenance	0.00	0.00	24.99	29.99	-29.99	0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	0.00	416.21	8,133.79	95.13 %
100-400-64012	Charro Ranch Supplies	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	0.00	224.99	-224.99	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	1,094.13	3,525.95	7,424.05	67.80 %
100-400-64033	Rathgeber Supplies	600.00	600.00	23.21	23.21	576.79	96.13 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	605.00	1,815.00	5,435.00	74.97 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	500.00	500.00	35.18	70.36	429.64	85.93 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	9,090.93	-15,625.04	28,625.04	220.19 %
100-400-65012	Sports & Rec Park Electricity	2,500.00	2,500.00	789.14	945.93	1,554.07	62.16 %
100-400-65014	Founders Park/Pool Electricity	0.00	0.00	434.59	963.09	-963.09	0.00 %
100-400-66001	Advertising	16,250.00	16,250.00	3,125.21	3,179.21	13,070.79	80.44 %
100-400-70003	Other Expenses	13,320.00	13,320.00	0.00	0.00	13,320.00	100.00 %
100-400-71004	All Parks Improvements	156,500.00	156,500.00	0.00	488.93	156,011.07	99.69 %
100-400-71005	Founders Park/Pool Improvmts	597,000.00	597,000.00	0.00	0.00	597,000.00	100.00 %
100-400-71006	Sports & Rec Park Improvements	54,000.00	54,000.00	0.00	0.00	54,000.00	100.00 %
100-400-71007	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00	100.00 %
100-400-71010	Rathgeber Improvements	215,000.00	215,000.00	18,233.76	53,971.83	161,028.17	74.90 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-71012	Skate Park Improvements	150,000.00	150,000.00	0.00	75,000.00	75,000.00	50.00 %
Department: 400 - Parks & Recreation Total:		1,369,101.76	1,369,101.76	69,030.24	193,681.15	1,175,420.61	85.85%
Department: 401 - DSRP							
100-401-60000	Regular Employees	540,752.60	540,752.60	66,673.38	147,418.85	393,333.75	72.74 %
100-401-60002	Overtime	0.00	0.00	2,592.66	3,258.64	-3,258.64	0.00 %
100-401-60003	On Call Pay	0.00	0.00	1,200.00	2,800.00	-2,800.00	0.00 %
100-401-61000	Health Insurance	66,694.30	66,694.30	7,596.65	16,946.19	49,748.11	74.59 %
100-401-61001	Dental Insurance	0.00	0.00	533.41	1,189.92	-1,189.92	0.00 %
100-401-61002	Medicare	0.00	0.00	969.34	2,100.79	-2,100.79	0.00 %
100-401-61003	Social Security	0.00	0.00	4,144.82	8,982.76	-8,982.76	0.00 %
100-401-61004	Unemployment	0.00	0.00	70.30	70.30	-70.30	0.00 %
100-401-61005	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57	100.00 %
100-401-61006	TMRS	31,931.44	31,931.44	4,064.20	9,006.77	22,924.67	71.79 %
Department: 401 - DSRP Total:		683,265.91	683,265.91	87,844.76	191,774.22	491,491.69	71.93%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	3,555.68	10,672.19	-10,672.19	0.00 %
100-402-60007	Aquatic Staff	130,642.09	130,642.09	0.00	0.00	130,642.09	100.00 %
100-402-61000	Health Insurance	0.00	0.00	482.38	1,446.26	-1,446.26	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	33.70	101.10	-101.10	0.00 %
100-402-61002	Medicare	0.00	0.00	46.21	138.70	-138.70	0.00 %
100-402-61003	Social Security	0.00	0.00	197.60	593.11	-593.11	0.00 %
100-402-61006	TMRS	0.00	0.00	197.30	628.57	-628.57	0.00 %
100-402-63015	Founders Park/Pool Maintenance	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00 %
100-402-64013	Pool Supplies	40,075.00	40,075.00	0.00	0.00	40,075.00	100.00 %
100-402-65000	Network/Phone	3,040.00	3,040.00	1,235.38	1,235.38	1,804.62	59.36 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	196.23	413.84	5,586.16	93.10 %
100-402-65014	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-402-65019	Propane/Natural Gas	13,250.00	13,250.00	0.00	0.00	13,250.00	100.00 %
Department: 402 - Aquatics Total:		234,007.09	234,007.09	5,944.48	15,229.15	218,777.94	93.49%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-404-63038	FD Transportation	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-404-64016	FD Event Supplies	7,750.00	7,750.00	0.00	0.00	7,750.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00 %
100-404-64018	FD Barricades	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-404-65007	Portable Toilets	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-404-65016	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-404-68006	FD Health, Safety & Lighting	30,500.00	30,500.00	0.00	0.00	30,500.00	100.00 %
Department: 404 - Founders Day Total:		160,025.00	160,025.00	0.00	0.00	160,025.00	100.00%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	9,711.45	21,661.38	-21,661.38	0.00 %
100-500-61000	Health Insurance	0.00	0.00	25.59	58.59	-58.59	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	50.55	117.95	-117.95	0.00 %
100-500-61002	Medicare	0.00	0.00	139.68	311.43	-311.43	0.00 %
100-500-61003	Social Security	0.00	0.00	597.18	1,331.53	-1,331.53	0.00 %
100-500-61006	TMRS	0.00	0.00	552.15	1,276.31	-1,276.31	0.00 %
100-500-68000	Emergency Management Equip	79,200.00	79,200.00	2,297.82	2,297.82	76,902.18	97.10 %
100-500-68001	Emergency Fire & Safety	996.00	996.00	0.00	0.00	996.00	100.00 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-500-68003 Emergency Equipment Maint	12,102.00	12,102.00	1,878.00	3,093.27	9,008.73	74.44 %
Department: 500 - Emergency Management Total:	94,298.00	94,298.00	15,252.42	30,148.28	64,149.72	68.03%
Expense Total:	14,982,336.51	14,982,336.51	760,796.10	2,042,540.65	12,939,795.86	86.37%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,149,377.15	56,307.30	-66,609.17	3,082,767.98	97.89%

Fund: 200 - Dripping Springs Ranch Park

Revenue						
Department: 401 - DSRP						
200-401-42008 Riding Permit Fees	9,500.00	9,500.00	320.00	1,660.00	-7,840.00	82.53 %
200-401-43010 Stall Rental Fees	37,200.00	37,200.00	711.00	12,511.99	-24,688.01	66.37 %
200-401-43011 RV Site Rental Fees	19,000.00	19,000.00	401.80	1,945.05	-17,054.95	89.76 %
200-401-43012 Facility Rental Fees	113,500.00	113,500.00	17,899.27	26,106.77	-87,393.23	77.00 %
200-401-43013 Equipment Rental Fees	6,000.00	6,000.00	2,665.00	3,150.00	-2,850.00	47.50 %
200-401-43014 Staff & Miscellaneous Fees	4,000.00	4,000.00	725.00	1,150.00	-2,850.00	71.25 %
200-401-43015 Cleaning Fees	25,000.00	25,000.00	3,569.46	4,869.46	-20,130.54	80.52 %
200-401-44000 Sponsorships & Donations	52,275.00	52,275.00	15.00	270.00	-52,005.00	99.48 %
200-401-44005 Coyote Camp	137,100.00	137,100.00	0.00	480.00	-136,620.00	99.65 %
200-401-44006 Riding Series	35,000.00	35,000.00	0.00	5,699.25	-29,300.75	83.72 %
200-401-44007 Miscellaneous Events	2,000.00	2,000.00	0.00	15,128.00	13,128.00	756.40 %
200-401-44008 Program Fees	15,100.00	15,100.00	-2,430.00	247.00	-14,853.00	98.36 %
200-401-44009 Ice Rink	0.00	0.00	3,780.00	5,080.00	5,080.00	0.00 %
200-401-44011 Ice Rink	329,425.00	329,425.00	0.00	0.00	-329,425.00	100.00 %
200-401-44012 Rink Merchandise	0.00	0.00	22.00	22.00	22.00	0.00 %
200-401-46001 Other Revenues	500.00	500.00	0.00	225.00	-275.00	55.00 %
200-401-46002 Interest	2,000.00	2,000.00	560.92	3,397.94	1,397.94	169.90 %
200-401-46006 Merchandise Sales	22,065.20	22,065.20	1,280.00	7,213.01	-14,852.19	67.31 %
200-401-47005 Transfer from HOT Fund	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
Department: 401 - DSRP Total:	1,109,665.20	1,109,665.20	29,519.45	89,155.47	-1,020,509.73	91.97%
Revenue Total:	1,109,665.20	1,109,665.20	29,519.45	89,155.47	-1,020,509.73	91.97%

Expense						
Department: 400 - Parks & Recreation						
200-400-63035 Ranch House Maintenance	10,000.00	10,000.00	0.00	1,390.09	8,609.91	86.10 %
200-400-64024 Ranch House Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Department: 400 - Parks & Recreation Total:	11,000.00	11,000.00	0.00	1,390.09	9,609.91	87.36%

Department: 401 - DSRP						
200-401-60003 On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005 Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
200-401-63000 Building/Office Maintenance	0.00	0.00	6,892.36	13,010.83	-13,010.83	0.00 %
200-401-63001 Equipment Maintenance	25,000.00	25,000.00	1,369.93	1,545.92	23,454.08	93.82 %
200-401-63002 Fleet Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
200-401-63003 Lawn Maintenance	0.00	0.00	0.00	1,297.11	-1,297.11	0.00 %
200-401-63004 Dues, Fees & Subscriptions	5,127.50	5,127.50	280.91	1,345.69	3,781.81	73.76 %
200-401-63005 Training/Continuing Education	12,400.00	12,400.00	0.00	0.00	12,400.00	100.00 %
200-401-63023 General Maintenance	177,387.24	177,387.24	0.00	213.51	177,173.73	99.88 %
200-401-63024 Stall Cleaning & Repair	4,000.00	4,000.00	0.00	1,400.00	2,600.00	65.00 %
200-401-63028 Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64000 Office Supplies	10,000.00	10,000.00	0.00	455.16	9,544.84	95.45 %
200-401-64001 IT Equipment	5,000.00	5,000.00	0.00	4,055.46	944.54	18.89 %
200-401-64003 Uniforms	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
200-401-64005 Equipment Rental	2,000.00	2,000.00	0.00	6,621.62	-4,621.62	-231.08 %
200-401-64011 Park Supplies	13,545.00	13,545.00	0.00	0.00	13,545.00	100.00 %
200-401-64021 Merchandise	17,065.20	17,065.20	0.00	12,353.00	4,712.20	27.61 %
200-401-64023 Equipment	20,000.00	20,000.00	749.00	749.00	19,251.00	96.26 %
200-401-64026 Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027 Coyote Camp	16,000.00	16,000.00	130.21	130.21	15,869.79	99.19 %
200-401-64028 Riding Series	32,000.00	32,000.00	1,700.00	7,674.86	24,325.14	76.02 %
200-401-64029 Miscellaneous Events	700.00	700.00	0.00	12,589.86	-11,889.86	-1,698.55 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-64030	Programing	8,000.00	8,000.00	541.45	765.21	7,234.79	90.43 %
200-401-64038	Ice Rink	242,719.40	242,719.40	13,631.31	13,910.19	228,809.21	94.27 %
200-401-65000	Network/Phone	14,518.00	14,518.00	3,376.99	5,986.05	8,531.95	58.77 %
200-401-65005	Water	7,000.00	7,000.00	1,322.09	2,750.87	4,249.13	60.70 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	80.00	240.00	2,260.00	90.40 %
200-401-65008	Alarm	6,660.00	6,660.00	470.55	1,016.10	5,643.90	84.74 %
200-401-65017	Electricity	60,000.00	60,000.00	5,866.73	12,515.41	47,484.59	79.14 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	0.00	6.92	2,493.08	99.72 %
200-401-66001	Advertising	15,000.00	15,000.00	60.00	60.00	14,940.00	99.60 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	48,861.66	1,138.34	2.28 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-71008	DSRP Improvements	355,000.00	355,000.00	0.00	2,190.00	352,810.00	99.38 %
200-401-90013	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
	Department: 401 - DSRP Total:	1,320,363.82	1,320,363.82	36,471.53	151,744.64	1,168,619.18	88.51%
	Expense Total:	1,331,363.82	1,331,363.82	36,471.53	153,134.73	1,178,229.09	88.50%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-6,952.08	-63,979.26	157,719.36	71.14%
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-43024	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
400-000-43025	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
400-000-46001	Other Revenues	0.00	0.00	560,710.85	577,620.99	577,620.99	0.00 %
	Department: 000 - Undesignated Total:	539,485.58	539,485.58	560,710.85	577,620.99	38,135.41	7.07%
Department: 300 - Wastewater							
400-300-43018	Wastewater Service Fees	1,478,767.68	1,478,767.68	147,777.90	543,691.38	-935,076.30	63.23 %
400-300-43020	Late Fees	9,600.00	9,600.00	1,509.64	5,681.75	-3,918.25	40.82 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
400-300-43024	Over Use Fees	0.00	0.00	15,191.71	60,350.82	60,350.82	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	1,046.33	2,139.24	2,139.24	0.00 %
400-300-46001	Other Revenues	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
400-300-47008	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00	100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	0.00	150,697.64	-609,302.36	80.17 %
	Department: 300 - Wastewater Total:	17,028,367.68	17,028,367.68	165,525.58	762,560.83	-16,265,806.85	95.52%
Department: 301 - Water							
400-301-43038	Meter Set Fees	5,000.00	5,000.00	50.00	400.00	-4,600.00	92.00 %
400-301-43040	Water Base Rate	63,840.00	63,840.00	2,818.78	8,094.00	-55,746.00	87.32 %
400-301-43041	Water Usage	100,000.00	100,000.00	9,392.30	41,367.15	-58,632.85	58.63 %
400-301-43043	Equipment Fee	36,200.00	36,200.00	0.00	2,172.00	-34,028.00	94.00 %
400-301-43044	Inspection Fees	5,000.00	5,000.00	0.00	300.00	-4,700.00	94.00 %
400-301-46001	Other Revenues	6,000.00	6,000.00	0.00	256.56	-5,743.44	95.72 %
	Department: 301 - Water Total:	216,040.00	216,040.00	12,261.08	52,589.71	-163,450.29	75.66%
Department: 310 - Utility Operations							
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	0.00	61,676.54	-68,323.46	52.56 %
400-310-41002	ROW Fees	6,000.00	6,000.00	0.00	1,166.82	-4,833.18	80.55 %
400-310-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	38,863.48	-91,136.52	70.11 %
400-310-41004	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
400-310-46002	Interest	60,000.00	60,000.00	14,977.02	47,039.52	-12,960.48	21.60 %
	Department: 310 - Utility Operations Total:	329,000.00	329,000.00	14,977.02	148,746.36	-180,253.64	54.79%
	Revenue Total:	18,112,893.26	18,112,893.26	753,474.53	1,541,517.89	-16,571,375.37	91.49%
Expense							
Department: 300 - Wastewater							
400-300-60000	Regular Employees	0.00	0.00	6,149.60	13,559.20	-13,559.20	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining	
400-300-60002	Overtime	0.00	0.00	111.93	264.65	-264.65	0.00 %
400-300-61000	Health Insurance	0.00	0.00	719.10	1,677.22	-1,677.22	0.00 %
400-300-61001	Dental Insurance	0.00	0.00	50.55	117.95	-117.95	0.00 %
400-300-61002	Medicare	0.00	0.00	90.53	199.83	-199.83	0.00 %
400-300-61003	Social Security	0.00	0.00	387.07	854.42	-854.42	0.00 %
400-300-61006	TMRS	0.00	0.00	349.15	807.43	-807.43	0.00 %
400-300-62002	Engineering and Surveying	857,000.00	857,000.00	1,022.50	1,022.50	855,977.50	99.88 %
400-300-62019	Planning and Permitting	5,000.00	5,000.00	0.00	3,117.76	1,882.24	37.64 %
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	121.21	357.89	-357.89	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	92,430.00	92,430.00	0.00	0.00	92,430.00	100.00 %
400-300-63026	Routine Operations	87,000.00	87,000.00	2,681.40	5,567.23	81,432.77	93.60 %
400-300-63027	Operations Non Routine	85,800.00	85,800.00	70.52	6,894.42	78,905.58	91.96 %
400-300-63028	Lift Station Maintenance	64,300.00	64,300.00	1,621.92	17,972.30	46,327.70	72.05 %
400-300-63029	Sanitary Sewer Line Maintenance	51,360.00	51,360.00	6,026.89	25,150.46	26,209.54	51.03 %
400-300-63030	Drip Field Maintenance	30,000.00	30,000.00	346.97	467.54	29,532.46	98.44 %
400-300-63031	Sludge Hauling	150,000.00	150,000.00	0.00	12,547.03	137,452.97	91.64 %
400-300-63033	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
400-300-63034	Utility Operations	0.00	0.00	0.00	620.00	-620.00	0.00 %
400-300-64010	Supplies	28,500.00	28,500.00	497.69	749.04	27,750.96	97.37 %
400-300-64022	Chemicals	15,000.00	15,000.00	450.99	1,087.48	13,912.52	92.75 %
400-300-65017	Electric	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
400-300-70003	Other Expenses	85,000.00	85,000.00	591.82	3,351.91	81,648.09	96.06 %
400-300-71000	Capital Projects	2,000,000.00	2,000,000.00	605,692.22	605,692.22	1,394,307.78	69.72 %
400-300-72001	TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00	100.00 %
400-300-72002	TWDB - Engineering and Design	485,000.00	485,000.00	35,790.00	35,790.00	449,210.00	92.62 %
400-300-72003	TWDB - Special Counsel and Consul	0.00	0.00	1,687.50	1,687.50	-1,687.50	0.00 %
400-300-72004	TWDB - Misc.	230,000.00	230,000.00	0.00	550.00	229,450.00	99.76 %
400-300-90013	Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00	100.00 %
Department: 300 - Wastewater Total:		20,568,326.00	20,568,326.00	664,459.56	740,105.98	19,828,220.02	96.40%
Department: 301 - Water							
400-301-63026	Routine Operations	25,000.00	25,000.00	293.55	293.55	24,706.45	98.83 %
400-301-63027	Operations Non Routine	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-301-63032	Water Line Maintenance & Repair	20,000.00	20,000.00	8,748.64	16,302.06	3,697.94	18.49 %
400-301-63034	Utility Operations	0.00	0.00	100.00	100.00	-100.00	0.00 %
400-301-64010	Supplies	50,000.00	50,000.00	376.79	6,076.79	43,923.21	87.85 %
Department: 301 - Water Total:		105,000.00	105,000.00	9,518.98	22,772.40	82,227.60	78.31%
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	527,345.98	527,345.98	40,269.07	85,315.99	442,029.99	83.82 %
400-310-60002	Overtime	0.00	0.00	2,644.23	4,970.57	-4,970.57	0.00 %
400-310-60003	On Call Pay	10,400.00	10,400.00	2,644.51	6,272.46	4,127.54	39.69 %
400-310-61000	Health Insurance	59,572.49	59,572.49	3,629.06	8,441.06	51,131.43	85.83 %
400-310-61001	Dental Insurance	0.00	0.00	252.75	589.75	-589.75	0.00 %
400-310-61002	Medicare	0.00	0.00	623.36	1,313.24	-1,313.24	0.00 %
400-310-61004	Unemployment	0.00	0.00	82.91	107.22	-107.22	0.00 %
400-310-61005	Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
400-310-61006	TMRS	30,894.73	30,894.73	2,694.16	5,784.83	25,109.90	81.28 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	50,000.00	50,000.00	5,478.75	5,478.75	44,521.25	89.04 %
400-310-62020	Lab Testing	30,000.00	30,000.00	3,251.75	5,559.00	24,441.00	81.47 %
400-310-63001	Equipment Maintenance	10,000.00	10,000.00	163.54	193.12	9,806.88	98.07 %
400-310-63002	Fleet Maintenance	12,000.00	12,000.00	299.94	735.47	11,264.53	93.87 %
400-310-63005	Training/Continuing Education	13,305.00	13,305.00	0.00	495.00	12,810.00	96.28 %
400-310-63034	Utility Operations	355,560.00	355,560.00	0.00	48.00	355,512.00	99.99 %
400-310-64001	IT Equipment & Support	4,340.00	4,340.00	0.00	1,069.98	3,270.02	75.35 %
400-310-64002	Software	15,313.00	15,313.00	6,190.19	12,645.44	2,667.56	17.42 %
400-310-64003	Uniforms	7,470.00	7,470.00	0.00	2,964.60	4,505.40	60.31 %
400-310-64006	Fleet Acquisition	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
400-310-64008	Fuel	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-310-64023	Equipment	53,000.00	53,000.00	17,901.72	18,086.65	34,913.35	65.87 %
400-310-65000	Network/Phone	16,250.00	16,250.00	7,994.78	18,331.38	-2,081.38	-12.81 %
Department: 310 - Utility Operations Total:		1,330,061.17	1,330,061.17	94,120.72	178,402.51	1,151,658.66	86.59%
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastwater Treatment	18,325.00	18,325.00	0.00	2,571.43	15,753.57	85.97 %
400-311-63026	Arrowhead - Routine Operations	23,250.00	23,250.00	8,350.00	8,399.54	14,850.46	63.87 %
400-311-63027	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	23.54	1,144.04	20,305.96	94.67 %
400-311-63028	Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	0.00	31.60	6,468.40	99.51 %
400-311-63030	Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	0.00	0.00	51,500.00	100.00 %
400-311-63031	Arrowhead - Sludge Hauling	39,000.00	39,000.00	4,971.58	12,384.09	26,615.91	68.25 %
400-311-64010	Arrowhead - Supplies	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-311-64022	Arrowhead - Chemicals	13,000.00	13,000.00	547.20	2,785.40	10,214.60	78.57 %
400-311-65017	Arrowhead - Electricity	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-311-71000	Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	0.00	47,760.00	1,981,349.57	97.65 %
Department: 311 - Arrowhead Wastewater Plant Total:		2,229,634.57	2,229,634.57	13,892.32	75,076.10	2,154,558.47	96.63%
Expense Total:		24,233,021.74	24,233,021.74	781,991.58	1,016,356.99	23,216,664.75	95.81%
Fund: 400 - Utilities Surplus (Deficit):		-6,120,128.48	-6,120,128.48	-28,517.05	525,160.90	6,645,289.38	108.58%
Report Surplus (Deficit):		-9,491,204.25	-9,491,204.25	20,838.17	394,572.47	9,885,776.72	104.16%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	7,763,445.36	7,763,445.36	603,322.32	1,490,719.89	-6,272,725.47	80.80%
105 - Communications	110,209.00	110,209.00	4,305.58	8,737.13	-101,471.87	92.07%
200 - Planning & Development	1,628,875.00	1,628,875.00	115,949.47	201,862.16	-1,427,012.84	87.61%
201 - Building	1,550,000.00	1,550,000.00	92,466.03	264,337.30	-1,285,662.70	82.95%
400 - Parks & Recreation	579,880.00	579,880.00	185.00	9,400.00	-570,480.00	98.38%
402 - Aquatics	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
404 - Founders Day	124,450.00	124,450.00	875.00	875.00	-123,575.00	99.30%
Revenue Total:	11,832,959.36	11,832,959.36	817,103.40	1,975,931.48	-9,857,027.88	83.30%
Expense						
000 - Undesignated	5,797,331.91	5,797,331.91	19,401.02	71,958.51	5,725,373.40	98.76%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	60,000.00	60,000.00	-43,000.00	-252.94%
101 - City Administrators Office	0.00	0.00	71,398.89	161,774.91	-161,774.91	0.00%
102 - City Secretary	29,120.00	29,120.00	21,506.55	49,776.31	-20,656.31	-70.94%
103 - Courts	15,500.00	15,500.00	0.00	500.00	15,000.00	96.77%
104 - City Attorney	49,000.00	49,000.00	24,340.51	55,756.08	-6,756.08	-13.79%
105 - Communications	132,309.00	132,309.00	35,586.61	81,537.54	50,771.46	38.37%
106 - IT	389,894.84	389,894.84	64,288.27	175,044.24	214,850.60	55.10%
107 - Finance	1,494,123.00	1,494,123.00	46,798.28	295,642.13	1,198,480.87	80.21%
200 - Planning & Development	313,500.00	313,500.00	47,324.72	91,413.92	222,086.08	70.84%
201 - Building	792,000.00	792,000.00	112,254.20	248,269.43	543,730.57	68.65%
300 - Wastewater	1,140,000.00	1,140,000.00	12,052.38	163,658.35	976,341.65	85.64%
304 - Maintenance	2,271,860.00	2,271,860.00	67,772.77	156,376.43	2,115,483.57	93.12%
400 - Parks & Recreation	1,369,101.76	1,369,101.76	69,030.24	193,681.15	1,175,420.61	85.85%
401 - DSRP	683,265.91	683,265.91	87,844.76	191,774.22	491,491.69	71.93%
402 - Aquatics	234,007.09	234,007.09	5,944.48	15,229.15	218,777.94	93.49%
404 - Founders Day	160,025.00	160,025.00	0.00	0.00	160,025.00	100.00%
500 - Emergency Management	94,298.00	94,298.00	15,252.42	30,148.28	64,149.72	68.03%
Expense Total:	14,982,336.51	14,982,336.51	760,796.10	2,042,540.65	12,939,795.86	86.37%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,149,377.15	56,307.30	-66,609.17	3,082,767.98	97.89%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,109,665.20	1,109,665.20	29,519.45	89,155.47	-1,020,509.73	91.97%
Revenue Total:	1,109,665.20	1,109,665.20	29,519.45	89,155.47	-1,020,509.73	91.97%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	0.00	1,390.09	9,609.91	87.36%
401 - DSRP	1,320,363.82	1,320,363.82	36,471.53	151,744.64	1,168,619.18	88.51%
Expense Total:	1,331,363.82	1,331,363.82	36,471.53	153,134.73	1,178,229.09	88.50%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-6,952.08	-63,979.26	157,719.36	71.14%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	539,485.58	539,485.58	560,710.85	577,620.99	38,135.41	7.07%
300 - Wastewater	17,028,367.68	17,028,367.68	165,525.58	762,560.83	-16,265,806.85	95.52%
301 - Water	216,040.00	216,040.00	12,261.08	52,589.71	-163,450.29	75.66%
310 - Utility Operations	329,000.00	329,000.00	14,977.02	148,746.36	-180,253.64	54.79%
Revenue Total:	18,112,893.26	18,112,893.26	753,474.53	1,541,517.89	-16,571,375.37	91.49%
Expense						
300 - Wastewater	20,568,326.00	20,568,326.00	664,459.56	740,105.98	19,828,220.02	96.40%
301 - Water	105,000.00	105,000.00	9,518.98	22,772.40	82,227.60	78.31%
310 - Utility Operations	1,330,061.17	1,330,061.17	94,120.72	178,402.51	1,151,658.66	86.59%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	13,892.32	75,076.10	2,154,558.47	96.63%

Budget Report

For Fiscal: FY 2024 Period Ending: Item 6. 3

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	24,233,021.74	24,233,021.74	781,991.58	1,016,356.99	23,216,664.75	95.81%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,120,128.48	-28,517.05	525,160.90	6,645,289.38	108.58%
Report Surplus (Deficit):	-9,491,204.25	-9,491,204.25	20,838.17	394,572.47	9,885,776.72	104.16%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,149,377.15	56,307.30	-66,609.17	3,082,767.98
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	-6,952.08	-63,979.26	157,719.36
400 - Utilities	-6,120,128.48	-6,120,128.48	-28,517.05	525,160.90	6,645,289.38
Report Surplus (Deficit):	-9,491,204.25	-9,491,204.25	20,838.17	394,572.47	9,885,776.72



January 11, 2024

Honorable Mayor and City Council
City of Dripping Springs
511 Mercer Street
Dripping Springs, TX 78620

RE: Site Permit Fee Appeal Request
10Federal Dripping Springs
3975 E US HWY 290
Dripping Springs, Texas

Honorable Mayor and City Council:

On behalf of KGE MT 3975 US 290 Dripping Springs TX LLC, we request an appeal to the Site Development Permit Application Fee determination for the proposed 10Federal Dripping Springs project at 3975 E US Highway 290 in Hayes County within the City's Extraterritorial Jurisdiction. We believe this fee should only be based on the sitework cost within the City's Extraterritorial Jurisdiction (ETJ) and not the entire sitework costs invoiced by the City. The following describes our request. For reference, I have attached the associated invoice and the Engineer's Opinion of Probable Construction Costs (OPC).

City Code of Ordinances Article A1.000 Section 3.1 defines the Site Development Permit Application Fee calculation. Per the attached invoice, this project is required to pay a Site Development Permit fee of \$20,717.62, as a "Mega Project" (3.1.6), or \$2,000 plus 1.5% of the estimated total construction costs of the improvements. However, proper application of this calculation should exclude many site work items resulting in a fee of \$4,730 as a "Large Project" (3.1.5), or \$2,000 plus 1.5% of the estimated total construction costs of the improvements.

The proposed 10Federal Dripping Springs project is a proposed redevelopment of an existing self-storage facility with a new, modern indoor self-storage facility. Site work for this development requires grading, sediment and erosion control, storm water management, retaining walls, utility services, paving, site lighting, and other incidental site work. No public improvements (Road, water main, sewer main, subdivision plat, etc.) are proposed. Many of these sitework items are required by the Building Code and regulated by the Hayes County Building Permit. The Texas Local Government Code Sec 212.049 states that a City does not have jurisdiction over building permits within the ETJ. Likewise, the City does not serve the site with sewer, water, or electric. The following table provides a summary of the sitework costs as shown on the attached OPC, with the addition of cost for the proposed public sidewalk that was not included. In addition, the table provides the code that regulates the improvements shown on the OPC and separates the cost by the regulating jurisdiction (City vs County). Lastly, the table summarizes the total cost and correct Site Development Permit Fee.

Table 1: Summary of Regulating Code and Associated Cost

	Regulating Code	City	County
Demolition (not included in the Permit fee invoice)	IBC Chapter 33		\$164,371
Earthwork	IBC Chapter 18 and Appendix J		\$200,717
Rock Excavation	IBC Chapter 18 and Appendix J		\$117,964
Slope Stabilization	IBC Chapter 18 and Appendix J		\$14,565
Erosion and Sediment Control	City Code 28.04.016	\$46,449	
Storm Sewers	IPC Chapter 11		\$114,005
Storm Water BMPs	City Code 22.05	\$127,628	
Water Service	IPC Chapter 6, IFC Chapter 5 and Appendix C, West Travis County Public Utility Agency		\$114,963
Sanitary Sewer Service	IPC Chapter 7, Hays County "Order Adoption Rules for Hays County, Texas for On-Site Sewage Facilities"		\$23,610
Electric and Telecom Service	NEC, Pedernales Electric Cooperative		\$17,311
Paving	IBC Chapter 11, IFC Appendix D		\$278,027
Public Sidewalk	City Code 28.04.019	\$7,900	
Pavement Markings and Signage	IBC Chapter 11, IFC Appendix D		\$25,554
Parking Lot Lighting	Excluded by City Code 28.04.009(a)(9)		\$67,408
Site Finishes	IBC Chapter 10		\$99,640
Total Cost		\$181,977	\$1,238,135
Site Development Permit Application Fee =		\$4,730	

IBC = International Building Code IPC = International Plumbing Code
 IFC = International Fire Code NEC = National Electric Code

As is noted in the table above, the Site Development Permit Application Fee has been calculated based on numerous items that are noted with the regulatory Jurisdiction of the City as the property is located within the ETJ. Therefore, we request the fee be corrected to \$4,730 and a refund be issued to the applicant for excess fee paid.

We appreciate your attention to this request.

Matthew A. Kriete 1/11/24


Matthew A. Kriete, P.E.
 Texas Professional Engineer 126148
 Texas Professional Engineering Firm 17700

cc: 10Federal
 ES&S PN: G15964



City of Dripping Springs

Physical: 511 Mercer Street • Mailing: P.O. Box 384 • Dripping Springs, Texas 78620
512.858.4725 • www.cityofdrippingsprings.com

Item 7.

Friday, September 29, 2023

Invoice for:

Permit Number SD2023-0013
Dripping Springs TX 78620
3975 US 290

N/A

Available Payment Options:

Pay Online with your Visa, Mastercard or via ACH (Direct Debit from Checking Account) through the MyGovernmentOnline.org portal:

Go to www.mygovernmentonline.org and login with your user account. Click on the "Account" button at the top right section of the page. Scroll down to the "My Permits" section. Locate the permit number you wish to pay and click on "View Permit". Click on the "Payments" tab. Click on the "Pay Online" button near the bottom of the page to pay the balance with your Visa or MasterCard. Once you have completed processing your payment please allow the permit review staff sufficient time to review your project and follow-up with you.

Pay In-Person (Cash or Check):

511 Mercer Street
Dripping Springs, TX 78620

Fee Type	Amount Due	Amount Paid
Public Notice Signage	\$25.00	\$0.00
Pre-Application Conference Fee	\$180.00	\$0.00
Mega Projects (\$501,000.00 and Higher)	\$20717.62	\$0.00
	\$20922.62	\$0.00

Balance to Pay: \$20922.62



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
1.00	DEMOLITION				
1.01	Building Demolition & Haul-off	25,000	S.F.	\$2.15	\$53,750.00
1.02	Septic Removal incl. haul and disposal	1	LUMP SUM	\$8,670.00	\$8,670.00
1.03	Plug and Cap Well	1	LUMP SUM	\$2,550.00	\$2,550.00
1.04	Remove tank and misc. utilities	1	LUMP SUM	\$4,590.00	\$4,590.00
1.05	Footing Demolition & Haul-off	400	C.Y.	\$148.16	\$59,264.00
1.06	Fence Removal	1,860	LF	\$2.66	\$4,947.60
1.07	Pavement Demolition & Disposal	2,500	S.Y.	\$12.24	\$30,600.00
SUBTOTAL:					\$164,371.60

2.00	EARTHWORK				
2.01	Site Prep., Clearing & Grubbing of Light Brush, Stump Removal (Chip on Site)	0.75	ACRES	\$7,038.00	\$5,278.50
2.02	Strip Topsoil (6") Stockpile	1,200	C.Y.	\$5.00	\$6,000.00
2.03	Respread Topsoil	1,200	C.Y.	\$4.35	\$5,220.00
2.04	On-Site Excavation & Placement, Compaction	8,200	C.Y.	\$7.41	\$60,762.00
2.05	Off-Site Imported Fill, Haul-in, Compaction	1,533	C.Y.	\$18.87	\$28,927.71
2.06	Fine Grading of Building Areas	4,900	S.Y.	\$2.46	\$12,054.00
2.07	Proof-roll Subgrade Pavement Areas	3,866	S.Y.	\$1.49	\$5,760.34
2.08	Soil Stabilization (Lime, Fly Ash, etc.)	3,270	C.Y.	\$23.46	\$76,714.20
SUBTOTAL:					\$200,716.75

OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
3.00	ROCK EXCAVATION				
3.01	Mass Rock (Rippable)	150	C.Y.	\$13.14	\$1,971.00
3.02	Mass Rock (Drilling and Blasting)	950	C.Y.	\$82.07	\$77,966.50
3.03	Trench Rock	200	C.Y.	\$190.13	\$38,026.00
SUBTOTAL:					\$117,963.50

4.00	SLOPE STABILIZATION				
4.01	Mechanically Stabilized Earth Retaining Walls (Does Not Include Fence)	500	S.F. Face	\$29.13	\$14,565.00
SUBTOTAL:					\$14,565.00

5.00	EROSION & SEDIMENT CONTROL				
5.01	Construction Entrance/Exit (incl. Maintenance & Removal)	1	EACH	\$4,675.37	\$4,675.37
5.02	Concrete Washout Pit (incl. Maintenance & Removal)	1	EACH	\$3,759.47	\$3,759.47
5.03	Diversion Dike (incl. Maintenance & Removal)	160	L.F.	\$8.85	\$1,416.00
5.04	Inlet Protection (incl. Maintenance & Removal)	5	EACH	\$151.53	\$757.65
5.05	Rip Rap/ Outlet Protection (incl. Fabric)	120	TON	\$77.98	\$9,357.60
5.06	Rock Ditch Check (incl. Maintenance and Removal)	2	EACH	\$1,071.80	\$2,143.60
5.07	Staging Area (4" Rock, incl. Maintenance & Removal)	500	S.Y.	\$11.74	\$5,870.00
5.08	Straw Wattle (incl. Maintenance & Removal)	750	L.F.	\$7.28	\$5,460.00
5.09	Temporary Sediment Trap (incl. Maintenance & Removal)	1	EACH	\$8,350.49	\$8,350.49
5.10	Temporary Seeding/Mulching	2	ACRES	\$3,105.74	\$4,658.61
SUBTOTAL:					\$46,448.79



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
6.00	<u>STORM SEWER</u>				
6.01	6" HDPE	240	L.F.	\$11.78	\$2,827.20
6.02	12" HDPE	64	L.F.	\$30.60	\$1,958.40
6.03	15" HDPE	412	L.F.	\$44.37	\$18,280.44
6.04	24" HDPE	204	L.F.	\$98.94	\$20,183.76
6.05	24" RCP	65	L.F.	\$88.79	\$5,771.35
6.06	Excavation (3'-6' Deep)	716	L.F.	\$14.70	\$10,525.20
6.07	Excavation (7'-14' Deep)	269	L.F.	\$34.27	\$9,218.63
6.08	Catch Basin w/ Single Grate (<4' x <4')	2	EACH	\$5,362.28	\$10,724.56
6.09	Curb Inlet, Combination w/ Single Grate (<4' x <4')	3	EACH	\$5,647.54	\$16,942.62
6.10	Outfall Control Structure	1	EACH	\$11,772.04	\$11,772.04
6.11	Curb Cut	1	EACH	\$1,479.00	\$1,479.00
6.12	12" Flared End Section	1	EACH	\$371.38	\$371.38
6.13	15" Flared End Section	1	EACH	\$503.78	\$503.78
6.14	24" Flared End Section	4	EACH	\$861.70	\$3,446.80
SUBTOTAL:					\$114,005.16

7.00	<u>STORM WATER BEST MANAGEMENT PRACTICES</u>				
7.01	Bioretention Basin (Up to Source Watershed)	1	EACH	\$28,305.00	\$28,305.00
7.02	Underground Detention Basin	205	L.F.	\$484.50	\$99,322.50
SUBTOTAL:					\$127,627.50



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
8-00	WATER SERVICE				
8.01	3/4" Polyethylene (PE)	230	L.F.	\$2.42	\$556.60
8.02	6" PVC (C-900)	635	L.F.	\$81.09	\$51,492.15
8.03	6" Ductile Iron Pipe (Mechanical joint)	40	L.F.	\$135.15	\$5,406.00
8.04	Excavation (3'-4' Deep)	905	L.F.	\$6.06	\$5,484.30
8.05	1" Ball Valve & Box	1	EACH	\$249.90	\$249.90
8.06	6" Gate Valve & Box	6	EACH	\$1,917.60	\$11,505.60
8.07	6" Tap (incl. Tapping Sleeve & Valve)	1	EACH	\$4,714.05	\$4,714.05
8.08	Fire Hydrant Assembly (incl. Gate Valve & Box)	3	EACH	\$4,825.11	\$14,475.33
8.09	3/4" Meter + Backflow Preventer (incl. Pit)	1	EACH	\$1,249.50	\$1,249.50
8.10	6" Backflow Preventer (incl. Vault)	1	EACH	\$12,240.00	\$12,240.00
8.11	6" Fitting (Bends, Reducers, etc.) w/ Thrust Block	3	EACH	\$815.69	\$2,447.07
8.12	6" Tee w/ Thrust Block	2	EACH	\$582.23	\$1,164.46
8.13	Pavement Patch in Road	20	S.Y.	\$198.90	\$3,978.00
SUBTOTAL:					\$114,962.96

9-00	SANITARY SEWER				
9.01	6" PVC (SDR 35)	75	L.F.	\$14.64	\$1,098.00
9.02	Excavation (7'-14' Deep)	75	L.F.	\$34.27	\$2,570.25
9.03	Cleanout (Up to 6' Deep)	2	EACH	\$791.17	\$1,582.34
9.04	OSSF incl. tanks,pumps, dosing, fill, etc	1	LUMP SUM	\$18,360.00	\$18,360.00
SUBTOTAL:					\$23,610.59



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
10.00	UTILITIES				
10.01	4" PVC Conduit & Sweeps	255	L.F.	\$29.68	\$7,568.40
10.02	Electric Transformer/ Switchgear Concrete Pad	1	EACH	\$1,939.58	\$1,939.58
10.03	Riser Added to Utility Pole	1	EACH	\$5,916.00	\$5,916.00
10.04	Pullbox/Handhole	1	EACH	\$1,887.00	\$1,887.00
SUBTOTAL:					\$17,310.98

11.00	PAVING				
11.01	Standard Duty Asphalt (3" Asphalt, 10" Base)	2,800	S.Y.	\$54.66	\$153,048.00
11.02	Pervious Pavement	808	S.Y.	\$86.70	\$70,053.60
11.03	Concrete Drive Apron	110	S.Y.	\$132.60	\$14,586.00
11.04	4" Concrete Sidewalks	148	S.Y.	\$70.87	\$10,488.76
11.05	6" Concrete Curb w/ 18" Wide Gutter (incl. Base)	765	L.F.	\$39.02	\$29,850.30
SUBTOTAL:					\$278,026.66

12.00	PAVEMENT MARKING, SIGNAGE, AND ACCESSORIES				
12.01	Striping (2 Coats, 15 mil. Wet Thickness)	500	L.F.	\$1.95	\$975.00
12.02	Fire Lane Striping	1,050	L.F.	\$2.96	\$3,108.00
12.03	Accessible Symbol	1	EACH	\$70.38	\$70.38
12.04	Road Signage (Stop, No Trucks, Pedestrian Crossing, etc.)	2	EACH	\$357.00	\$714.00
12.05	Site Signage (ADA Parking, Fire Lane, etc.)	9	EACH	\$331.50	\$2,983.50
12.06	Bollard	20	EACH	\$855.27	\$17,105.40
12.07	Precast Concrete Wheel Stop	7	EACH	\$85.43	\$598.01
SUBTOTAL:					\$25,554.29



OPINION OF PROBABLE SITE CONSTRUCTION COSTS

Project: 10 Federal Dripping Springs
Description: 4-Story Self Storage
Date: July 18, 2023
Project No.: G15964

Revised Date:
Prepared By: MAK
Regional Factor: 1.02

Notes: 1. Engineering, development, impact, utility, permit, and tap fees are not included.
 2.No inflation is included.

Item	Description	Quantity	Unit	Unit Price	Total
13.00	PARKING LOT LIGHTING				
13.01	Conduit and Wiring	1,100	L.F.	\$28.31	\$31,141.00
13.02	15' LED Parking Lot Light (incl. Base, Pole, Fixture)	7	EACH	\$5,181.09	\$36,267.63
SUBTOTAL:					\$67,408.63

14.00	SITE FINISHES				
14.01	4' Tall Fence at Retaining Walls	945	L.F.	\$56.99	\$53,855.55
14.02	Guard Rail (Steel)	945	L.F.	\$48.45	\$45,785.25
SUBTOTAL:					\$99,640.80

GRAND TOTAL: \$ ~~1,412,213.21~~
\$ 174,076.29





To: Mayor Bill Foulds Jr. & City Council
From: Tory Carpenter, AICP – Planning Director
Date: January 16, 2024
RE: 10 Federal Fee Appeal Request

I. Overview

Site development fees are based on the value of site improvements to the project. The fee permit structure is meant to assess fees to recoup cost of staff time for permit processing, review, and applicant coordination.

The applicant reached out to staff about concerns with reducing the fee. Staff reviewed their estimated cost and were able to omit demolition costs of the project which reduced the original amount to \$20,171.62.

II. Applicant Request

Staff calculated the site development fee at \$20,717.62. The applicant is requesting an omission of several of the construction costs to lower the assessed value of the project and is requesting a fee of \$4,611. The full applicant request is attached to this report.

DRAFT- CODE OF ORDINANCES
Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT
ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

CC COMMENTS

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

*DIVISION 1. GENERALLY -INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.001. Title.

This article shall be commonly cited as the residential and commercial landscape ordinance.

Sec. 28.06.002. Purpose – Residential Tree Preservation.

- (a) Generally. The purpose of this article is to provide protection for Heritage and Legacy Trees in residential areas and for the preservation of native trees, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and general well-being. Preserving and improving the natural environment, and maintaining a working ecological balance, are of increasing concern to the city. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well-being of the community, and therefore it is proper that the appropriate use of such elements be required.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.003. Scope and Applicability.

Divisions 1 and 2 – Residential Tree Preservation apply to all residential property that has been issued a certificate of occupancy or which has or will be occupied by owner or lessee and any residential property project where subdivision results in fewer than five dwelling units within the incorporated municipal boundaries (i.e., city limits). Divisions 3, 4, and 5 apply to any residential construction of five or more dwelling units that is part of a project covered by those divisions prior to the issuance of the certificate of occupancy or when the residential construction is first occupied by an owner or lessee. This article applies to actions taken after the date of enactment.

In addition, this article applies to all development requiring site plan approval subject to zoning requirements, including:

- (a) All residentially-zoned property for which a subdivision is accepted by the City after the effective date of this ordinance generating fewer than five dwelling units;
- (b) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
- (c) Any grading, filling or clearing of land related to a project as limited above; and
- (d) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above.

Sec. 28.06.004. Definitions.

(a) Rules of interpretation. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

ANSI. The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Caliper inch. A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

City administrator. The chief administrative officer of the city. The term shall also include the deputy city administrators.

City arborist. The employee or consultant designated by the city council as the city arborist.

City council. The governing body of the city.

~~City of Austin Grow Green Guide. The document promulgated in part by the City of Austin, entitled "Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas," as may be amended.~~

City permit. A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a city ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the property.

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Code. The Code of Ordinances enacted by the city, as may be amended from time to time.

Commercial land use. All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead.

Critical root zone. The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development. The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

DBH (diameter at breast height). The unit of measure for tree size once over four inch (4") caliper. DBH is the tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Escrow. A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, Osage Orange, and other designated hardwood trees.

Heritage tree. A protected tree having a trunk of 24.0" or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

Impervious cover. Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

Landscape architect. One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.

Landscaping. Consists of introduced vegetation, as well as related improvements to a lot, including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Legacy tree. A protected tree having a trunk of 12.0" -23.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

Natural area. An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner. A person with legal control over property in question.

Person. A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

Protected tree. Any of the following:

- (1) A hardwood tree having a trunk of eight inches in caliper or greater measured at DBH;
- (2) A multi-trunked hardwood tree having a total trunk DBH of 30 inches or more (not counting trunks less than eight inches in diameter); or
- (3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).

Residential Use. One- and two-family structures, occupied by individuals as their primary residence.

Responsible party. The owner/operator of the business on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

Standard tree. A protected tree having a trunk of 8.0" -11.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.052.

TCEQ. The state commission on environmental quality, or its successor agency.

Tree caliper. Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4" caliper or smaller. Over 4" caliper, trees are measured in DBH.

Sec. 28.06.005. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.006. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. "Damage" in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" for trees protected by this ordinance. A violation of this section is an offense under section 28.06.007.

Sec. 28.06.007. Offense

- (a) A person who intentionally, knowingly, recklessly, or with criminal negligence violates, causes, allows or permits a violation of a section of this chapter designated as an offense

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commits a misdemeanor punishable by a fine not exceeding \$2000.00. A person who otherwise violates a section of this chapter designated as an offense commits an offense punishable by a fine not to exceed \$500.

- (b) Each violation of this chapter designated as an offense constitutes a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
 - (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or other heavy instruction over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction.
- (d) Violations:
 - (1) Section 28.06.006. Damaging or Removing Trees.
 - (2) Section 28.06.052. Tree Preservation.
 - (3) Section 28.06.056. Irrigation Requirements

Sec. 28.06.008. - Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.009. - Civil remedies.

Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including remediation of oak wilt or protection of trees where such remediation or protection is required by this chapter at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief.

- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.010—28.06.050. Reserved.

DIVISION 2. STANDARDS - INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT LANDSCAPING AND TREE PRESERVATION

Sec. 28.06.051. Maintenance requirements.

The owner shall be responsible for (unless otherwise specified herein):

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice.
- (3) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (4) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.052. Tree preservation.

(a) Protected trees are defined as follows:

- (1) Protected Trees;
 - (A) Heritage Trees;
 - (B) Legacy Trees;
 - (C) Standard Trees.
- (2) Hardwood trees defined in Sec. 28.06.004 “Definitions”
- (3) The following species are considered protected trees with at least one (1) trunk being equal or greater than the respective size (DBH):
 - i. Ashe Juniper (*Juniperus ashei*) - eight (8) inch DBH;
 - ii. Huisache (*Acacia farnesiana*) - twelve (12) inch DBH;
 - iii. Mesquite (*Prosopis glandulosa*) - twelve (12) inch DBH;

-
- iv. Arizona Ash (*Fraxinus velutina* - twelve (12) inch DBH;
 - ~~v. Hackberry (*Celtis spp.*) - twelve (12) inch DBH;~~
 - vi. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;
 - vii. Texas Redbud (var. *texensis*) - five (5) inch DBH;
 - viii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;
 - ~~viii*~~ Condalia (*Condalia hookeri*) - five (5) inch DBH;
 - ix. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;
 - xi. Hawthorne (*crataegus texana*) - five (5) inch.

(4) Heritage Trees. A Heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are Heritage with at least one (1) trunk being eight (8) inches or greater DBH (the value of the eight (8) inches or greater trunk is the value given to these small tree species):

- i. Texas Persimmon (*Diospyros texana*);
- ii. Texas Redbud (var. *texensis*);
- iii. Texas Mountain Laurel (*Sophora secundiflora*);
- iv. Condalia (*Condalia hookeri*);
- v. Possum Haw (*Ilex decidua* - in floodplain only);
- vi. Hawthorne (*crataegus texana*).

(5) Non-native Trees. Non-native invasive tree species are not protected. Non-native invasive tree species means the following tree species:

- i. Chinese Pistache (*Pistacia chinensis*);
- ii. Chinaberry (*Melia azedarach*);
- iii. Chinese Tallow (*Sapium sebiferum*);
- iv. Tree of Heaven (*Ailanthus altissima*);
- v. Salt Cedar (*Tamerix* species).
- vi. Japanese Ligustrum (*Ligustrum japonicum*).
- vii. Nandina (*Nandina domestica*);
- viii. Paper Mulberry (*Broussonetia papyrifera*)

(b) Minimum Tree Preservation Requirements

(1) No Heritage or Legacy hardwood tree shall be removed from any property within the City of Dripping Springs without following the provisions as stated below except where exempted.

(2) Tree Preservation by Land Use:

(A) A property owner may remove any tree, other than a Heritage or Legacy hardwood tree, on property owned where the removal is not due to a residential development resulting in five or more dwelling units or due to commercial, industrial, government, or multi-family development.

(B) All Heritage and Legacy hardwood trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(C) Tree preservation in Historic Districts shall comply with both this Chapter and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

(3) All healthy Heritage, Standard, and Legacy trees shall be preserved in the Water Quality Protection Zones as defined in Article 22.05.

- (c) Healthy protected trees (as defined herein) that are Heritage or Legacy trees as defined that require removal to accommodate the development shall be replaced as directed herein. Trees identified as distressed by a Certified Texas Arborist shall not be included in tree preservation requirements evaluation.
- (d) Any activity that damages trees on adjacent lots is prohibited.
- (e) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.053. Mitigation for Tree Removal.

- (a) Mitigation for all removed Heritage and Legacy hardwood trees not covered by an exception is required. For all removed Heritage and Legacy hardwood trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (TC) required for mitigation will be determined by the development review committee in consultation with the City Arborist.
- (b) Protected trees which are removed shall be mitigated using any combination of the following:
 - (1) Preservation of existing trees >6 inches in DBH above minimum preservation requirements;
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 3-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the development review committee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination.
- (c) The preservation of healthy Standard trees and Legacy non-hardwood trees on-site is encouraged and may be used as mitigation to offset the removal of Protected Heritage and Legacy hardwood trees. The mitigating trees may be of any protected tree species

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with an aggregate TC in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage or Legacy hardwood trees cannot be used to mitigate for the loss of Heritage or Legacy hardwood trees.

- (d) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate TC in inches of the trees removed with ratio of (3:1) for Heritage trees and (1.5:1) for Legacy hardwood trees.
- (e) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (f) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the Development Review Committee.
- (g) Fee in lieu of replacement:
 - (i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of replacement shall be made, which shall be deposited into the City’s Landscaping Fund. The fee shall be determined as follows in the Table below;

Table Mitigation methods for tree removal

Tree Classification	Tree Diameter Removed (DBH)	Tree Planting: Aggregate TC in inches of trees removed	Mitigation Fee per inch (TC) of tree removed
Heritage	24.0” or greater or as listed herein	3:1	\$200
Legacy (hardwood)	12.0” – 23.9” or as listed herein	1.5:1	\$100

* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: TC = diameter (in) x 3.1415, where TC is total circumference (in).

Sec. 28.06.054. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements for Heritage and Legacy hardwood trees of Section 28.06.052:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and

subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.

- (b) Hazardous, diseased, dead, or dying trees as determined by a tree survey and a letter from a certified Texas Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees identified by a certified arborist as distressed shall not be included in tree preservation requirements evaluation.

Sec. 28.06.055. Oak Wilt Management

- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any person wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the person agrees to comply with this section as it relates to painting wounds. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
- (d) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a Texas Oak Wilt Qualified (TOWQ) ISA certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
- (d) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

Sec. 28.06.056 Irrigation Requirements

- (a) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
- (b) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.

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- (c) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
 - (d) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.
 - (e) A small project that is a subdivision of four or less units that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.

DRAFT- CODE OF ORDINANCES
 Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT
 ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

CC COMMENTS

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

DIVISION 3. GENERALLY - COMMERCIAL AND SUBDIVISION LANDSCAPING AND TREE PRESERVATION

Sec. 28.06.060. Purpose-Commercial and Residential Subdivision.

- (a) Generally. The purpose of commercial and residential subdivision tree preservation is to provide for the preservation of native trees, prevent the clear-cutting of land, and provide for minimum landscaping and screening requirements, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and general well-being. Preserving and improving the natural environment, and maintaining a working ecological balance, are of increasing concern to the city. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well-being of the community, and therefore it is proper that the appropriate use of such elements be required.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.061. Scope and Applicability.

Divisions 3, 4, and 5 – Commercial and Subdivision Tree Preservation and Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ). This article applies to actions taken after the date of enactment.

In addition, this article applies to all development requiring site plan approval or construction plan approval subject to zoning requirements, including:

- (a) All residentially-zoned property and property being used for residential use for which a subdivision application is accepted by the City after the effective date of this ordinance generating five or more dwelling units;

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- (b) All industrial, commercial, office, multi-family, institutional development, governmental facilities and infrastructure, and schools (including all new construction and any additions greater than 2500 square feet), and construction of a new parking lot or expansion of an existing parking lot; and
 - (c) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
 - (d) For tree preservation purposes, this article applies to the three types of development stated above, and also includes:
 - (1) Any grading, filling or clearing of land related to a project as limited above;
 - (2) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above;
 - (3) All governmental development shall comply with the tree preservation plan review procedure regardless of the zoning district in which they are located unless the development is utility related or in street R.O.W.
 - (e) Exemptions from Divisions 3 and 4 – Commercial Property and Residential Subdivision Tree Preservation include:
 - (1) The cultivation of land for agricultural purposes, fence building or rebuilding.
 - (2) Street construction and maintenance projects that do not increase the impervious cover beyond that of the original street.
 - (3) Structural repairs or replacements to existing structures.
 - (4) Construction or reconstruction of barns, silos, livestock pens, sheds, and other agriculturally related structures.
 - (5) Any site plan submitted prior to the effective date of this article except expansions or additions as stated in this Code.

Sec. 28.06.062. Definitions.

- (a) Rules of interpretation . Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.
- (b) Specific definitions .

ANSI. The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Caliper inch. A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

City administrator. The chief administrative officer of the city. The term shall also include the deputy city administrator.

City arborist. The employee or consultant designated by the city council as the city arborist.

City council. The governing body of the city.

City of Austin Grow Green Guide Texas A&M AgriLife Extension. The document promulgated ~~in part~~ by the Texas A&M AgriLife Extension City of Austin, entitled “Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas,” as ~~may be amended attached as Exhibit “A” to this Ordinance.~~

City permit. A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a city ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the property.

Code. The Code of Ordinances enacted by the city, as may be amended from time to time.

Commercial land use. All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead.

Critical root zone. The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development. The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

DBH (diameter at breast height). The unit of measure for tree size once over four inch (4”) caliper. DBH is the tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Escrow. A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, Osage Orange, and other designated hardwood trees.

Heritage tree. A protected tree having a trunk of 24.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

Impervious cover. Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification

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on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

Landscape architect. One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.

Landscaping. Consists of introduced vegetation, as well as related improvements to a lot, including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Legacy tree. A protected tree having a trunk of 12.0" -23.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

Natural area. An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner. A person with legal control over property in question.

Person. A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

Protected tree. Any of the following:

- (1) A hardwood tree having a trunk of at least eight inches in caliper or greater measured at DBH;
- (2) A multi-trunked hardwood tree having a total trunk DBH of at least 30 inches or more (not counting trunks less than eight inches in diameter); or
- (3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).

Residential Use. One- and two-family structures, occupied by individuals as their primary residence.

Responsible party. The owner/operator of the business on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

Standard tree. A protected tree having a trunk of 8.0" -11.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

TCEQ. The state commission on environmental quality, or its successor agency.

Tree caliper. Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4" caliper or smaller. Over 4" caliper, trees are measured in DBH.

Sec. 28.06.063. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city-controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.064. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. "Damage" in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" for trees protected by this ordinance. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.065. Violations.

It shall be unlawful for any person to violate this article.

Sec. 28.06.066. Offense

- (a) A person who violates, causes, allows or permits a violation of a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding \$2000.00. In addition, the cost of the tree or trees may also be charged to the responsible party.
- (b) Each violation of this chapter designated as an offense constitutes a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
 - (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or other heavy instruction over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction, including protected clusters.
- (d) Violations:
 - (1) Section 28.06.064. Damaging or Removing Trees.
 - (2) Section 28.06.065. Violations.
 - (3) Section 28.06.066. Landscape Material.
 - (4) Section 28.06.075(g). Paving over Critical Root Zone.
 - (5) Section 28.06.077. Maintenance Requirements.
 - (6) Section 28.06.079. Tree Preservation.
 - (7) Section 28.06.082. Irrigation Requirements.

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Sec. 28.06.067. - Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.068. - Civil remedies.

Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including remediation of oak wilt or protection of trees where such remediation or protection is required by this chapter at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief.
- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.069—28.06.070. Reserved.

*DIVISION 4. STANDARDS -- COMMERCIAL PROPERTY AND SUBDIVISION
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.071. Street trees.

- (a) Residential street tree requirements. The list below sets forth the minimum number of trees, per lot, that must be planted prior to the issuance of a certificate of occupancy permit for the dwelling. Trees shall be in the front of a residential lot, including at least one required tree planted in the front yard. Three large shrubs may be substituted for one required tree. The following minimum standards apply:

Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

- (b) Nonresidential street tree requirements. At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.
- (c) Trees planted shall be a minimum two and a half inch caliper, staked, and wrapped. Small trees/large shrubs trees shall be a minimum one and a half inch caliper, staked, and wrapped.
- (d) Trees with deep roots may be planted in the area between the sidewalk and road if approved by the development review committee in consultation with the City Arborist. Trees of species whose roots are known to cause damage to public roadways or other public works are prohibited.
- (e) Trees are not allowed to be planted within public water, or wastewater easements. Trees are not allowed to be planted within fifteen feet of telecommunication or electrical lines.
- (f) Trees in place at the time of construction and preserved on the lot, may count towards the required planting of trees if the preserved trees meet all of the requirements listed herein.

Sec. 28.06.072. Landscape buffers.

- (a) Landscape buffer planting requirements.
 - (1) All plant material shall be of native or adapted species.
 - (2) All new proposed shade trees shall be a minimum of two and a half inches in caliper.
 - (3) All proposed ornamental trees shall be a minimum of one and a half inches in caliper.
 - (4) All large shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.
- (b) Landscape buffer spacing requirements. The following landscape buffer spacing requirements shall apply to all designated landscape buffers:
 - (1) Shade trees (such as Live Oak or Cedar Elm). One per 50 feet of buffer frontage.

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- (2) Ornamental trees (such as Crape Myrtle or Desert Willow). One per 25 feet of buffer frontage.
 - (3) Large shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita) . One per six feet of buffer frontage.
 - (4) Small shrubs/groundcovers, one-gallon (such as Lantana or Liriope). One per three feet of buffer frontage.
- (c) Landscape buffer widths . The following landscape buffer width requirements shall apply to all designated landscape buffers and shall be measured from the edge of the right-of-way:

	At Arterial Roadways	At Collector Roadways
AG	0	0
SF-1	35 feet	25 feet
SF-2	35 feet	25 feet
SF-3	40 feet	30 feet
SF-4	50 feet	40 feet
SF-5	40 feet	30 feet
MF	50 feet	40 feet
MH	35 feet	25 feet
O	25 feet	25 feet
LR	25 feet	25 feet
GR	25 feet	25 feet
CS	25 feet	25 feet
I	50 feet	50 feet
H	25 feet	25 feet
GUI	25 feet	25 feet
PR	25 feet	25 feet
PP	25 feet	25 feet
PD	Varies	Varies

- (d) Landscape buffer vegetation . The following landscape buffer vegetation requirements shall apply to all designated landscape buffers:

This buffer area shall contain either native vegetation in the form of trees and bushes left in their natural, undisturbed condition, or, if no such native vegetation exists, shall consist of landscaping in conformance with this article. If the area consists of landscaped plantings, maintenance of such plantings shall be the sole responsibility of the developer or the homeowners' or property owners' association.

Sec. 28.06.073. Landscape material.

All trees, plants, and vegetation shall comply with the [Texas A&M AgriLife Extension “Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas” City of Austin “Grow Green”](#) recommended plant guide as attached as Exhibit “A”. Invasive plants in this

guide are specifically prohibited. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.074. Landscape plan and tree survey submittal.

A landscape plan and tree survey shall be submitted to the city with the proposed site development plans and construction plans. The landscape plan shall comply with the landscape requirements. The landscape plan shall be signed and sealed by a landscape architect licensed by the state. The existing tree survey should be signed and sealed by a surveyor licensed by the state. The landscape plan must also be complied with while any structures are being built up to certificates of occupancy.

Sec. 28.06.075. Parking area landscaping.

- (a) Parking lots and all vehicular parking and maneuvering areas, excluding driveways behind buildings, shall contain areas constructed, planted, and maintained as landscaped islands, peninsulas, or medians.
- (b) The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be 90 square feet for each 12 parking spaces, having a minimum width of nine (9) feet.
- (c) One tree is required for every six parking spaces. Tree preservation is encouraged for parking areas defined as back of curb and a nine (9) foot buffer around that back of curb, thus one existing tree that is at four inches DBH shall count for two new trees.
- (d) No parking space shall be located further than 50 feet from a landscaped island, peninsula, median, or tree. They shall be located evenly through the parking areas; however, the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.
- (e) Landscape terminal islands (end islands) shall be located at the end of all parking modules in a configuration to allow for turning radii of intersecting aisles to protect parked vehicles, provide for visibility, confine moving traffic to aisles and driveways, and provide space for landscaping. Medium and tall shrubs are prohibited on internal islands to maintain visibility.
- (f) All landscaped islands shall have curbs except when utilizing low impact development techniques to capture and utilize runoff for irrigation purposes.
- (g) Paving over more than seventy-five percent (75%) of the critical root zone is prohibited unless approved by the city development review committee. All approved paving shall be porous pavement to allow water and air exchange. Paving over more than seventy-five percent (75%) of the critical root zone without approval of the City is an offense.

Sec. 28.06.076. Screening of dumpsters and building service equipment.

- (a) For outdoor condensers, utility huts, and other building service equipment (other than a rooftop), such equipment shall be reasonably screened from view on ~~all two~~ sides using a masonry wall and/or vegetative screen using ~~at least two varieties of~~ plant material from the

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“~~grow green~~Native and Adapted Landscape Plants” plant guide attached at Exhibit “A”, that, at maturity, are at least the height of the equipment to be screened.

- (b) All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.
- (c) The opening for removal of the dumpster for collection shall be a minimum of 12 feet to allow proper service access. An additional ten feet in width is required for every additional dumpster.
- (d) All durable materials used in constructing ~~the a~~ dumpster screening masonry wall system shall be consistent with and complement the primary structure.
- (e) The orientation of the dumpster opening shall not face the street or public sidewalk unless approved by the city administrator.

Sec. 28.06.077. Maintenance requirements.

The owner shall be responsible for (unless otherwise specified herein):

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice;
- (2) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;
- (3) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;
- (4) Replacing planted trees if they die or become diseased beyond repair within five years after planting; and
- (5) Repairing damage to landscaped areas, structures, screening, buffering, or trees as a result of ingress or egress from site easements by authorized or unauthorized parties.
- (6) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (7) A violation of this section is an offense under section 28.06.066.

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Sec. 28.06.078. Integrated pest management.

An integrated pest management plan (IPM) shall be submitted with the site plan. The IPM shall include the soil analysis, fertilizer ratios, brands, and types of fertilization application methods to be used. Fertilizers must be phosphate-free.

Sec. 28.06.079. Tree preservation.

- (a) A grading and tree survey shall be submitted with the site development plans and construction plans. Residential site development, subdivision, or resubdivision which results in fewer than five dwelling units is exempt from this section.
- (b) The tree survey shall include all existing, live, healthy protected trees with an eight-inch DBH in diameter and larger, including clusters. The survey shall indicate the size (DBH) and species of tree. Trees observed to be distressed will be indicated with an asterisk on the tree list. Trees shall be represented by their critical root zone, meaning circles using the formula of one foot of radius for every one inch of trunk diameter. All required trees (both on and off the subject property) with critical root zones that intersect the limit(s) of disturbance with the project shall be represented. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed). Non-native trees or other exempt tree species as listed herein shall be omitted from the tree survey.
- (c) Protected trees are defined as follows:
- (1) Protected Trees;
 - (A) Heritage Trees;
 - (B) Legacy Trees;
 - (C) Standard Trees.
 - (2) Hardwood trees defined in Sec. 28.06.062 "Definitions"
 - (3) The following species are considered protected trees with at least one (1) trunk being equal or greater than the respective size (DBH):
 - i. Ashe Juniper (*Juniperus ashei*) - eight (8) inch DBH;
 - ii. Huisache (*Acacia farnesiana*) - twelve (12) inch DBH;
 - iii. Mesquite (*Prosopis glandulosa*) - twelve (12) inch DBH;
 - iv. Arizona Ash (*Fraxinus velutina*) - twelve (12) inch DBH;
 - ~~v. Hackberry (*Celtis spp.*) - twelve (12) inch DBH;~~
 - vi. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;
 - vii. Texas Redbud (var. *texensis*) - five (5) inch DBH;
 - viii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;

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~~viii~~. *Condalia* (*Condalia hookeri*) - five (5) inch DBH;

ix. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;

xi. Hawthorne (*crataegus texana*) - five (5) inch.

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

- i. Texas Persimmon (*Diospyros texana*);
- ii. Texas Redbud (*var. texensis*);
- iii. Texas Mountain Laurel (*Sophora secundiflora*);
- iv. *Condalia* (*Condalia hookeri*);
- v. Possum Haw (*Ilex decidua* - in floodplain only);
- vi. Hawthorne (*crataegus texana*).

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

- i. Chinese Pistache (*Pistacia chinensis*);
- ii. Chinaberry (*Melia azedarach*);
- iii. Chinese Tallow (*Sapium sebiferum*);
- iv. Tree of Heaven (*Ailanthus altissima*);
- v. Salt Cedar (*Tamerix* species).
- vi. Japanese Ligustrum (*Ligustrum japonicum*).
- vi. Japanese Ligustrum (*Ligustrum japonicum*);
- vii. Nandina (*Nandina domestica*);
- viii. Paper Mulberry (*Broussonetia papyrifera*)

(d) Minimum Tree Preservation Requirements

(1) No protected tree shall be removed from any real property within the City of Dripping Springs without following the provisions as stated below except where exempted.

(2) Preservation requirements that are set as percentage values shall be percentage of the trees, not percentage of the sum of all diameter inches.

(3) Tree Preservation by Land Use:

(A) Commercial, Industrial, and Multi-family:

(i) A minimum of 40% of Standard and Legacy non-hardwood trees shall be preserved on a lot.

(ii) All Heritage and Legacy hardwood trees shall be preserved on a lot.

(iii) Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to certificates of occupancy. As-built tree plans may be required by the City prior to building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(B) Subdivision Development of residentially zoned areas (five or more dwelling units):

(i) A minimum of 35% of Standard and Legacy non-hardwood trees shall be preserved on a lot.

(ii) Heritage and Legacy hardwood trees shall be preserved on a lot.

(iii) Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to certificates of occupancy. As-built tree plans may be required by the City prior to building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(C) A property owner after the certificate of occupancy has been issued is no longer subject to Divisions 3, 4, or 5 but is subject to Divisions 1 and 2 of this ordinance.

(D) Steep slopes –Protected trees shall not be removed from a steep slope area.

(E) All Heritage and Legacy hardwood trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage and Legacy hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation. Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(F) Tree preservation in Historic Districts shall comply with both this Chapter and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

(4) Tree preservation in the Water Quality Protection Zones.

(A) No trees shall be removed without following the procedures set forth for Water Quality Protection Zones. The minimum percentage of trees to be preserved shall be by tree type, as follows:

(i) Standard trees – 100% shall be preserved

(ii) Legacy trees – 100% shall be preserved

(iii) Heritage trees – 100% shall be preserved

(B) Drainageway Water Quality Buffer Zones. The above shall apply unless tree removal is specifically approved by the development review committee for allowable development in the WQBZ as defined by Water Quality Ordinance [22.05.017(d)]

- (e) A Tree Preservation Plan shall be submitted with the site plan for all applicable site plans and subdivisions. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed).
- (f) Healthy designated protected trees that require removal to accommodate the development shall be replaced as directed herein. Trees identified as distressed shall not be included in tree preservation requirements evaluation.
- (g) Pre- and post-construction fertilization is required for existing trees that will be or have been disturbed by construction activities, including disturbance of the critical root zone. Fertilizers must be phosphate-free.
- (h) During construction, take measures to protect trees, including rigid fencing, shielding, and signage, as necessary. Rigid fencing shall be placed with a radius of at least ten feet from the trunk or at the critical root zone, whichever is greater, unless property lines or other features prohibit a complete radius. Rigid fencing shall consist of wood, chainlink, or other solid material approved by the city administrator. Stakes shall be no more than six feet apart and at least one and one-half deep into the ground. Rigid fencing shall be at least three feet in height.
- (i) The city inspector or designee shall inspect and approve installed tree protection before issuance of any permit to commence with any construction activity.
- (h) Tree protection shall remain in place until final landscaping installation as approved by the city inspector or designee.
- (i) Parking or storing of vehicles, equipment or materials allowed within the critical root zone is prohibited.
- (j) Any activity that damages trees on adjacent lots is prohibited.
- (k) A violation of this section is an offense under section 28.06.066.

Sec. 28.06.080. Mitigation for Tree Removal.

- (a) Mitigation for all removed trees not covered by an exception is required for all trees removed during all construction including while any structures are being built as part of the project up to certificates of occupancy. For all removed trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (TC) required for mitigation will be determined using the approved tree survey or tree preservation plan. Legacy hardwood trees shown to be removed (beginning from largest to smallest (TC)) will be added to the preserved tree total until the preservation percentage is reached. The number of trees needed to meet the preservation requirement will be included in the mitigation calculation.

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- (b) Protected trees which are removed shall be mitigated using any combination of the following pursuant to a tree mitigation plan as approved by the development review committee:
- (1) Preservation of existing trees >6 inches in DBH above minimum preservation requirements;
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 2-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the City Administrator or designee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination in a balance approved by the development review committee.
- (c) The preservation of healthy Standard trees on-site is encouraged and may be used as mitigation to offset the removal of Protected trees. The mitigating trees may be of any protected tree species with an aggregate TC in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage trees cannot be used to mitigate for the loss of Heritage trees.
- (d) Replacement trees are in addition to the minimum landscaping requirements as described in Section 28.06.071 through Section 28.06.077 of this document.
- (e) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate TC in inches of the trees removed with ratio of (1:1) for Standard trees, (1.5:1) for Legacy trees and (3:1) for Heritage trees.
- (f) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (g) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the development review committee. Replacement trees must be maintained and kept alive for three years through a maintenance plan or replaced if destroyed, diseased, or dead within that time period.
- (h) Landscaping should be mulched to a depth of 3-4” and devoid of weeds and trash. Newly planted trees shall be mulched in a 4 foot radius or 8 foot diameter. The mulch will be kept 6 to 8 inches away from the root flare.
- (i) Biodiversity requirements for tree replacement
- (A) When replacing trees on site, or at a location approved by the development review committee, no single tree species may account for more than 50% of the total required caliper inches to be replaced.
 - (B) When more than 300 inches (TC) of replacement trees are required, a minimum of three (3) different approved tree species shall be used to fulfill the replacement requirements.
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(j) Fee in lieu of replacement:

- (i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of replacement shall be made, which shall be deposited into the City’s Landscaping Fund. The fee shall be determined as follows in the Table below;
- (ii) As described in Texas Government Code Sec.212.905, a tree mitigation fee is not required for trees < 10 inches in DBH on a property that is an existing one-family or two-family dwelling that is the persons residence.

Table Mitigation methods for tree removal

<u>Tree Classification</u>	<u>Tree Diameter Removed (DBH)</u>	<u>Tree Planting: Aggregate TC in inches of trees removed</u>	<u>Mitigation Fee per inch (TC) of tree removed</u>
<u>Standard</u>	8.0” -11.9” or as defined herein	1:1	\$50
<u>Legacy</u>	12.0” – 23.9” or as defined herein	1.5:1	\$100
<u>Heritage</u>	24.0” or greater or as defined herein	3:1	\$200

* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: TC = diameter (in) x 3.1415, where TC is total circumference (in).

- (k) Tree Preservation Incentives. An individual may apply for, and subject to verification, shall receive incentives for tree preservation as follows:
 - (1) Parking Space Reduction. Upon application and verification by the city arborist, an individual shall be entitled to a reduction in the minimum parking requirements to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or mitigated on a site. The city arborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or the director’s designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state in excess of the minimum tree preservation requirements. If used, the incentive provided by this subsection shall control over any other conflicting provision of this article.

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- (2) Sidewalks. Where the development review committee determines that preservation of trees warrants the elimination, reduction in width, alternative routing, or modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.
 - (3) Tree Cluster(s). In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
 - (A) Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
 - (B) Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
 - (4) Landscape Credits. Landscape credits may be awarded as provided in this chapter. Trees installed to meet the requirements of the landscape buffer Section 28.06.071 through Section 28.06.077 may be used to meet the requirements of the final tree canopy section.
 - (5) Minimum Lot Size and Setbacks. The board of adjustment may approve a variance to the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
 - (A) Compliance with the minimum lot size or setback requirement is needed to preserve a protected tree or heritage tree; and
 - (B) If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
 - (C) The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements; and
 - (6) State Certification in Lieu of Compliance. The city arborist shall assist those who wish to have a site certified under the Texas Parks and Wildlife, Texas Wildscape Program in lieu of meeting city requirements in this division as long as twenty (20) percent of existing trees on-site are preserved.

Sec. 28.06.081. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements of Section 28.06.079:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.
- (b) Hazardous, diseased, dead, or dying trees as determined by a tree survey and a letter from a certified Texas Arborist.

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- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
 - (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
 - (e) Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.
 - (f) Trees or areas of tree canopy located in the clear site line area and impeding required sight distance, as defined by the Dripping Springs Technical Criteria Manual (DSTC) Chapter 28, Exhibit C, as determined by the city engineer.
 - (g) When undertaken in- and immediately adjacent to- the bounds of a public right-of way or dedicated public utility easement by an official government entity or their designee for public use, the installation of:
 - (1) roadways, bridges, culverts, and associated traffic facilities; and
 - (2) sidewalks and similar off-highway trails and passageways; and
 - (3) streets and passageway lighting; and
 - (4) surface and subsurface stormwater drainageways (where horizontal boring is not practicable); and
 - (5) subsurface potable water and wastewater utility infrastructure (where horizontal boring is not practicable); and
 - (6) roadway widening/creating on-street parking
 - (h) Trees identified by a certified arborist as distressed shall not be included in tree preservation requirements evaluation.

Sec. 28.06.082. Irrigation requirements.

- (a) An irrigation plan is required as part of the site plan and will be prepared by a licensed irrigator (i.e., licensed landscape architect or engineer). The plan should include rain/freeze sensors on all controllers. The irrigation plan should provide drip irrigation in shrub beds and bubblers on all trees. Drip irrigation is encouraged on all residential and commercial turf grasses.
 - (b) Turf drought-tolerant grass plantings shall comply with the interior lot landscaping requirements in this article. St. Augustine is expressly prohibited.
 - (c) Landscaped areas must be mulched as required by the interior lot landscaping requirements in this article.
 - (d) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
 - (e) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.
 - (f) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
 - (g) A subdivision or commercial project that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.
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- (h) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.

Sec. 28.06.083. Drought conditions.

- (a) During extreme drought classifications for this region as determined by the National Drought Mitigation Center, the city administrator, or designee, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing the trees and other required landscaping into the city's drought tree fund in lieu of the installation of trees and other landscaping required by this chapter for the issuance of a certificate of occupancy permit, or the city administrator may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The city shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of this code has been reviewed and accepted by the city administrator. Failure to maintain and adhere to an approved erosion control plan during periods of extreme drought classification shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.
- (b) Persons requesting that the city accept a fiscal deposit in lieu shall provide the city with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by this chapter.
- (c) If no cost for the installation of trees and landscaping required by this chapter is provided to the city, the city shall require 66 percent of the cost of the trees and landscaping to be paid as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the city pursuant to this section shall be held in escrow. The escrow may be drawn upon by the city to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released to the depositing property owner to implement tree and landscaping requirements within 30 days when the drought mitigation center determines that this region is no longer in an extreme drought condition or higher classification. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.
- (e) Whenever necessary to enforce any provision of this article or implement tree and landscaping requirements on the depositing property owner's property, city staff, or the city's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this article during an extreme drought classification for this region. If entry is refused, the city shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The city is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The city has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.
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Sec. 28.06.084. Seasonal Installation Bond/Escrow

- (a) Landscaping for any project should be installed at an appropriate time of year, to maximize the survivability of the material being planted. If construction activities are completed, save for the installation of trees, shrubs, ornamental ground covers, perennials, and annuals, from March 15 thru September 15, the Planning Department, at the option of Owner, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing these materials in lieu of the installation of trees and other landscaping required for the issuance of a certificate of occupancy or certificate of completion, as appropriate; or, the Planning Department may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The City shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of the Code has been reviewed and accepted by the City Administrator. Failure to maintain and adhere to an approved erosion control plan during the period March 15 – Sept. 15 shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.
- (b) Upon the request that the City accept a fiscal deposit in lieu, owner/applicant shall provide the City Administrator with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by the Code.
- (c) If no cost for the installation of trees and landscaping required by the Code is provided to the City, the City shall require a fiscal deposit equal to 66% of the cost of the trees and landscaping to be delivered to the City as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the City pursuant to this chapter shall be held in escrow. The escrow may be drawn upon by the City to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released by the City to the depositing property owner or his/her/its designee to implement tree and landscaping requirements within 30 days of drawing upon the escrow. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.
- (e) Whenever necessary to enforce any provision of this section or implement tree and landscaping requirements on the depositing property owner's property, City staff, or the City's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this section until such time the complete landscape package has been installed and accepted by the City. If entry is refused, the City shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The City is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The City has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.085. Oak Wilt Management

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- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any entity or property owner wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the entity or property owner contracts with a licensed professional tree care or landscaping company. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
 - (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
 - (c) It is an offense for a contractor or individual to prune any oak without sealing wounds with an acceptable wound dressing within 30 minutes of pruning.
 - (d) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
 - (e) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a Texas Oak Wilt Qualified (TOWQ) ISA certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
 - (f) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

*DIVISION 5. STANDARDS -- COMMERCIAL AND SUBDIVISION INTERIOR LOT
LANDSCAPING*

Sec. 28.06.090. Scope and Applicability

This article Divisions 3, 4, and 5 – Commercial and Residential Subdivision Tree Preservation and Interior Lot Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits) for which site development plan or construction plan approval by the city is required under the city's Code of Ordinances. This article applies to actions taken after the date of enactment.

Sec. 28.06.091. Turf Grass Areas

- (a) Turf grass areas shall be planted in drought-tolerant species normally grown as permanent lawns in the City, including Zoysia, Bermuda, Buffalograss, Habiturf (combination of Buffalograss, Blue Grama, and Curly Mesquite) or other drought-tolerant turf grass varieties as approved by the City in consultation with Texas A&M
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Agrilife Extension or upon approved application to the Development Review Committee. Saint Augustine grass is expressly prohibited unless the applicant applies for an exception to the Development Review Committee with evidence that such grass is drought-tolerant.

- (b) In residential home subdivisions, drought-tolerant turf grass areas shall be limited to a maximum of 50% of the total provided landscaped area, except that up to 75% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
- (c) In all other developments, drought-tolerant turf grass areas shall be limited to a maximum of 25% of the total provided landscaped area, except that up to 50% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
- (d) Drought-tolerant turf grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in swales, other areas subject to erosion, or as required in a Water Quality Protection Zone Plan.
- (e) Installation of sod dependent upon restrictions set by water utilities and drought stage restrictions. Section 28.06.084 should be followed in drought conditions for delay of installation of landscaping and trees as appropriate.

Sec. 28.06.092. Soils

New landscaped areas shall be prepared so as to achieve a soil depth of at least 6 inches for turf. A soil depth of 12 to 18 inches should be used for perennials and shrubs, and 18-24 inches for trees. The six-inch soil depth shall consist of at least 25% compost blended with soil.

Sec. 28.06.093. Xeriscape materials

Developers and homebuilders are encouraged to plant native, adapted, and non-invasive xeriscape plants and trees in addition to using other materials such as mulch and compost to promote use of water-wise landscaping.

Types of Trees:

Heritage Trees:

- 100% have to be protected during construction of larger residential subdivisions and all commercial projects
- Can be removed if dead or diseased
- Residents and small projects may only remove with waiver from the City

Legacy Trees (hardwood):

- 100% of hardwood Legacy Trees have to be protected during construction of larger residential subdivisions and all commercial projects
- Can be removed if dead or diseased
- Residents and small projects may only remove with waiver from the City

Standard Trees:




- Commercial, Industrial, and Multi-family
 - 100% of Heritage and hardwood Legacy trees must be protected
 - A minimum of 40% of Standard and non-hardwood Legacy trees must be protected
- Residential – A minimum of 35% of Standard and non-hardwood Legacy Trees, exclusive of Heritage and hardwood Legacy trees, including clusters
- Dead or diseased trees not included towards removed trees
- Residents and small projects may remove any standard tree




Non-Native/Unprotected Trees





- Can be removed during construction or by residents

All protected trees will be preserved:


- Water Quality Zones (as defined by ordinance)
- Steep Slopes (as defined by ordinance)

Protected Trees	Tree	Heritage Size	Legacy Size	Standard Size	Notes
	Ashe Juniper	24 inch	8 inch	6 inch	Golden Cheek Warbler
	Huisache (Acacia farnesiana)	24 inch	12 inch	8 inch	
	Mesquite (Prosopis glandulosa)	24 inch	12 inch	8 inch	


	<p>Arizona Ash (Fraxinus velutina)</p>	<p>24 inch</p>	<p>12 inch</p>	<p>8 inch</p>	
	<p>Texas Persimmon (Diospyros texana)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Texas Redbud (var. texensis)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	


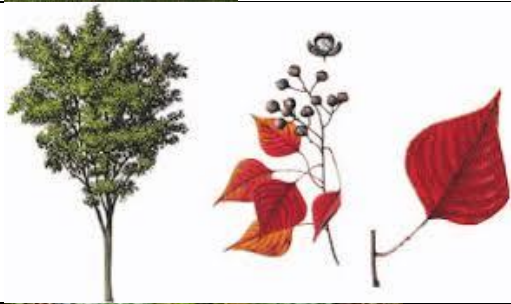

	<p>Texas Mountain Laurel (Sophora secundiflora)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Condalia (Condalia hookeri)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Possum Haw (Ilex decidua)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	<p>In floodplain only</p>
	<p>Hawthorne (rataegus texana)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	




Including All Hardwood Trees including: Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, and other designated hardwood trees.

Protected Tree	Tree	Heritage	Legacy	Standard	Notes
	<p>Hardwood Trees</p>	<p>24"</p>	<p>12"</p>	<p>8"</p>	

Non-Native Trees – Not Protected

<p>Chinese Pistache (Pistacia chinensis)</p>	
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Chinaberry (<i>Melia azedarach</i>)		
Chinese Tallow (<i>Sapium sebiferum</i>)		
Tree of Heaven (<i>Ailanthus altissima</i>)		

<p>Salt Cedar (Tamerix species)</p>		
<p>Japanese Ligustrum (ligustrum japonicum)</p>		
<p>Nandina (nandina domestica)</p>		

Paper Mulberry (Broussonetia papyrifera)



Tree Resources

Texas A&M Forest Service: <http://texastreeid.tamu.edu/content/listOfTrees/>

Oak Wilt: <https://texasoakwilt.org/>

Street Trees, Turf, and Interior Lot Landscaping:

Street Trees that have to be planted in large Residential Subdivisions and Commercial Projects:

Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

Nonresidential street tree requirements. At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.

Irrigation Requirements

- Watering allowed between 10 a.m. to 7 p.m. for all properties with hose end sprinklers or automatic sprinklers
- Drip and hand held hose can be done at any time, but not more than three hours per day.
- Water cannot flow or runoff off onto impervious cover such as sidewalks and roadways.
- 50% discount on water reuse fees for all subdivision projects small or large if all open spaces, parks, and common areas irrigated with drip irrigation.
- All water supplier rules apply in addition to these rules.

Turf Grasses for Commercial and Large Subdivision Projects

- Grass must be Zoysia, Bermuda, Buffalograss, or Habiturf
- St. Augustine is expressly prohibited

ZOYSIA	BERMUDA	BUFFALO GRASS	HABITURF	ST. AUGUSTINE
				

- Large Residential Projects are limited to 50% of total provided landscaped area being drought-tolerant grass areas unless drip irrigation is used and then up to 75% is allowed
- Commercial and Multi-Family Projects are limited to 25% of total provided landscaped area being drought-tolerant grass areas unless drip irrigation used and then up to 50% is allowed.

Landscaping Resources

Dripping Springs WSC: <https://drippingspringswater.com/drought-contingency>

West Travis County PUA: <https://wtcpua.org/drought-contingency>

Texas A&M Agrilife Extension: <https://agrilifeextension.tamu.edu/assets/environment-natural-resources/water/water-conservation/>

CITY OF DRIPPING SPRINGS

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION ORDINANCE; ESTABLISHING REGULATIONS FOR DEVELOPMENT AND THE PRESERVATION OF TREES, AND LANDSCAPING THAT IS COHESIVE WITH THE HILL COUNTRY ENVIRONMENT; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; AND, SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality, including its extraterritorial jurisdiction where trees and water sources are preserved; and

WHEREAS, the City Council finds that removing all or most of trees on any lot is not beneficial to the hill country environment; and

WHEREAS, the City Council finds that regulating the type of grass and landscaping and types of irrigation helps preserve the hill country landscape and water resources; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing subdivision plats for tree preservation and landscaping are necessary to maintain water quality, protect the region’s livability, preserve property values, and reinforce Dripping Springs’ status as the Gateway to the Hill Country; 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 Chapter 212 of the Texas Local Government Code, the City has the authority to adopt rules governing plats and subdivisions of land; and

WHEREAS, the City has determined that amending its ordinance related to subdivisions is required by state law; 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 regulating the tree preservation and landscaping.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as

if expressly set forth herein.

2. ENACTMENT

Article 28.06, Landscaping and Tree Preservation Ordinance of the City of Dripping Springs Code of Ordinances is repealed and replaced to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

Article 28.06 and 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. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective as listed below:

- (a) Ninety (90) days after date of publication:
 - (1) Sections 28.06.079 – .081 Tree Preservation
 - (2) Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping
- (b) Thirty (30) days after date of publication:
 - (1) All other sections in the ordinance.

7. PROPER NOTICE AND 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 _____ day of _____, 2023, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Mayor

ATTEST:

Andrea Cunningham, City Secretary



Rick Broun General Manager

Board of Directors:

William Jackson, President

Travis Crow, Vice President

Rex Miller, Secretary/Treasurer

Mark Key, Director

Charlie Busbey, Director

Ms. Laura Mueller and City Council Members
511 Mercer Street
Dripping Springs, Texas 78620

November 30, 2023

RE: Landscape Ordinances

Dear Ms. Mueller and City Council Members:

Dripping Springs Water Supply Corporation (“DSWSC”) appreciates the City Council and staff’s efforts to collaborate with us on the recently proposed amendments to the City’s landscape ordinance. DSWSC supports the proposed amendments.

As you are aware, our region experiences varying periods of flood and drought. Current extreme drought conditions bring water conservation to the forefront of conversations in Dripping Springs and across central Texas. Conservation is best achieved when governing authorities work in concert with affected parties. All this to say, we appreciate the City Council and staff’s desire to collaborate with DSWSC to preserve nature’s most precious resource, water.

Thank you for the opportunity to express our support for the proposed amendments to the landscape ordinance.

Respectfully,

Rick Broun

Rick Broun
DSWSC

www.drippingspringswater.com

512-858-7897

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[Alamo Area Chapter](#)

Ashe Juniper



Much of the text and information for this piece was taken by Alamo Area Master Naturalist Stan Drezek from the essay *Mountain Cedar: Friend or Foe?* by former City of San Antonio Park Educator Peggy Spring and Jan Wrede's *Texans Love Their Land*, 1997.

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Ashe Juniper – Elm Creek Neighborhood Greenbelt
Photo by: Stan Drezek

The Ashe Juniper (*Juniperus ashei*) is the dominant native tree species of the Texas Hill Country. One of six *Juniperus* species from the Cypress family (*Cupressaceae*) in Texas, but the only one in the Texas Hill Country, Ashe Juniper has existed here for tens of thousands of years. Bill Ward cited in a Native Plant Society of Texas publication of July 10, 2010 the work of Robert Adams of Baylor University concluding “*J. ashei*” grew mixed with deciduous trees in Central Texas during the late Pleistocene (about 125,000 to 13,000 years ago).” We may not know the exact distribution of Ashe Juniper preceding European settlement of the Hill Country, but early observers reported dense, closed-canopy “cedar brakes” particularly on canyon slopes. Ferdinand Lindheimer in 1845 reported cedar forming wide forested strips along the Comal River. Ashe Juniper does well in our alkaline soils and tolerates our climate. Furthermore, it is an efficient water user given its tiny leaves and their waxy coating which limit water loss through transpiration. Its recent relative dominance can be explained by human control of grassland fires (fire effectively kills Ashe Juniper which will not re-sprout) and overgrazing of native grasses, thereby reducing fuel for fires.

OVERGRAZING & FIRE SUPPRESSION = ASHE JUNIPER DOMINANCE

The result is woody encroachment of mostly naturally occurring savanna, especially by Ashe Juniper. **Have you seen its dominance in the areas along the Oak Loop Trail in Phil Hardberger Park (West) or our other Natural Areas?** Another particularly beautiful example of this dominance can be found along Friedrich Wilderness Park’s Juniper Barrens Trail. As Cox and Leslie state in *Texas Trees, a Friendly Guide*, “It has an invasive nature and can form impenetrable thickets inhibiting the growth of grasses and other herbaceous plants ...”. **Have you noticed under thick canopies of Ashe Juniper how hardly any species survive in the shade?**

CHARACTERISTICS



Ashe Juniper leaf and bark – Phil Hardberger Park Photo By: Gary Rogers

The tree is easily recognized by its irregular shape, fluted, twisted trunk, and dark green foliage. It rarely grows beyond thirty feet. Its bark is gray or reddish-brown often with white patches. These are the fungus, *Robergea albicedrae*, found only on *Juniperus ashei*. Another identifying characteristic of the bark, especially on mature trees, is its shredding into long narrow strips. **Have you noticed some of this “old growth” Ashe Juniper along our Natural Area trails?** Its bluish-green “leaves” flattened into many little branches at the end of twigs are comprised of overlapping 1/8” scale-like leaves. Each scale-like leaf has a hemispheric bump, a resin gland, which gives the tree its characteristic aroma. Those resins make the wood of the Ashe Juniper especially resistant to decay and insects.

There are separate male and female trees. From December to February the male trees turn golden brown with copious quantities of pollen, causing many locals to suffer from “cedar fever.” In the fall, the female trees produce the familiar, blue juniper “berries”, which are actually miniature cones. **Have you seen female Ashe Junipers, whose “fruits” are eaten by many species of wildlife?**

REMOVE IT VS. LEAVE IT!

There is a debate, informed by ongoing studies, as to whether Ashe Juniper’s positive contribution to soil stabilization and soil production, as well as providing shelter for wildlife and a cafeteria for birds, outweighs

role in preventing rainwater from reaching the ground. David Bamberger (see the April 25, 2010 Bamberger Ranch Journal) certainly makes the case for selective removal of Ashe Juniper.

Item 8.

Bamberger found that it was not the trees' use of water, but rather, its tendency to form dense thickets. The trees actually prevent rainwater from reaching the ground and, thus, percolating back into the groundwater supply. He reports that about 54% of the water from a rain event reaches the soil under a canopy of Live Oaks but only about 20% under Ashe Juniper. In contrast grasslands allow more than 80% of the rain to infiltrate the soil.

Owens & Lyons in "Evaporation and interception water loss from juniper communities on the Edwards Aquifer Recharge Area" while finding much higher percentages for Ashe Juniper noted the significant loss due to evaporation from the canopy of Ashe Juniper in the low intensity rains that characterize the Hill Country.

Bradford Wilcox's 2010 paper in Geophysical Research Letters found evidence from 1890 to 1960 that "overgrazing and resultant soil degradation, *not encroachment by woody plants*, were the main culprits behind reductions in stream flows and recharging of groundwater..." It is probably safe to conclude that dense thickets of junipers and the removal of grasses and plants due to overgrazing and the resulting water runoff are both serious contributors to the lowering of the water table.

“OLD GROWTH” JUNIPERS & GOLDEN-CHEEKED WARBLERS

There is no debate, however, as to the importance of the Ashe Juniper to the endangered Golden-cheeked Warbler (*Setophaga chrysoparia*). In March these birds return to Texas by flying over 1100 miles from wintering grounds in Guatemala and other Central American countries. It is the only bird species whose breeding grounds are confined to Texas, most notably the Texas Hill Country. All Golden-cheeked Warblers mate, reproduce and raise their babies in Texas. They weave their nests from the long, shaggy strips of "old growth" juniper and spider webs. They feed themselves and their young on the insects and arthropods living on Ashe Juniper, Red Oaks, Live Oaks, and Cedar Elms. Despite the lack of steep-sided canyons and its small area in the middle of an urban expanse, City of San Antonio Park Naturalist Wendy Leonard observed and followed a Golden-cheeked Warbler in Phil Hardberger Park (East) on March 11, 2012. **Do you realize that if we had no "old growth" juniper, the Golden-cheeked Warbler would cease to exist?**

ADDITIONAL POSITIVE CONTRIBUTIONS OF ASHE JUNIPER

Besides playing a vital role in the life cycle of the Golden-cheeked Warbler, Ashe Juniper also:

1. Creates abundant litter facilitating soil formation
2. Helps stabilize the soil particularly on steep hillsides
3. Its dense cover makes a good home for wildlife
4. Provides "berries" to birds such as the Scrub Jay and mammals as well as forage for goats, sheep, and deer
5. Is a host plant for the Olive Hairstreak butterfly
6. Source of wood resistant to decay especially for posts
7. Excellent natural windbreak and sound barrier

Like so many native species, Ashe Juniper, is a tremendous resource to our ecosystem. Because of the impact of land development in reducing "old growth" juniper in particular, governmental agencies are working on Habitat Conservation Plans to protect this precious resource. Here for tens of thousands of years and here today, this tree contributes so much to the beauty and ecology of our beloved Texas Hill County.

Item 8.



Ashe Juniper Berries (Female Tree) – Phil Hardberger Park Photo By: Gary Rogers



Ashe Juniper Pollen – Photo by: Stan Drezek

For more information for children see, [We Love Leaves](#), [Tree Houses](#) and [Ashe Juniper](#).

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Texas Master Naturalist Alamo Chapter

PO Box 380801
San Antonio, TX 78268

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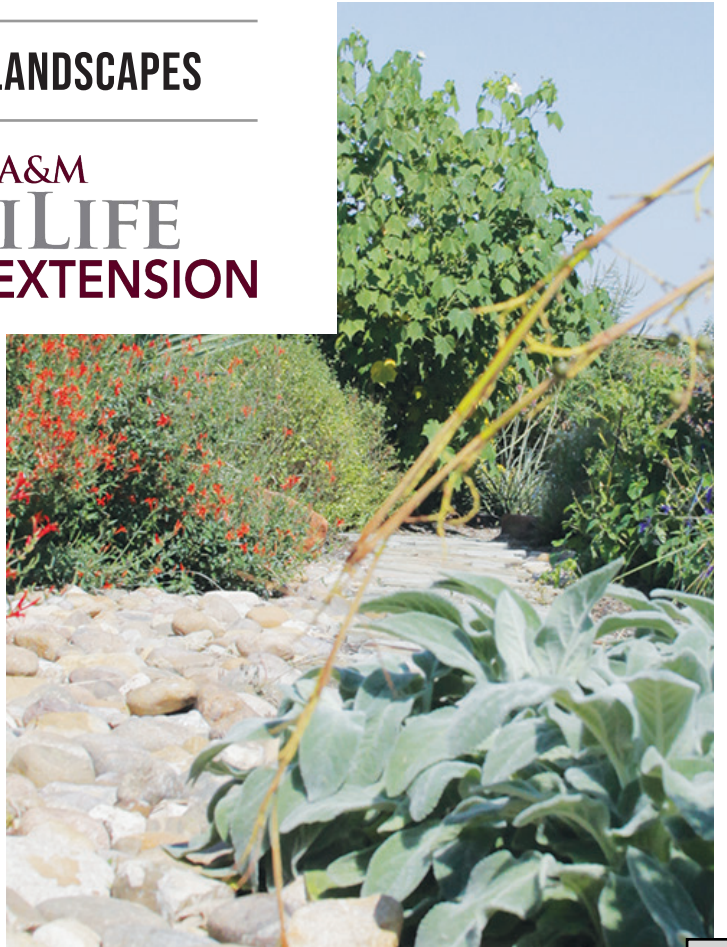
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NATIVE AND ADAPTED PLANTS

FOR TEXAS LANDSCAPES

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Native and Adapted Plants for Texas Landscapes

Native and adapted plants are the ideal choice for an aesthetically pleasing water efficient landscape. Whether you are interested in a well-manicured look, or a more naturalistic landscape design, there are a number of plants with various structures, textures, and colors to meet your needs and help you save precious time and money.



Benefits of Native & Adapted Plants

Native and better-adapted plants in home and business landscapes serve as environmentally sustainable assets that are usually labor efficient compared with resource intensive varieties. Some of the characteristics leading more Texans to incorporate native and adapted varieties include:

- Drought tolerance
- Heat tolerance
- Water efficiency
- Typically low fertilizer requirements
- Typically low pesticide requirements

What do you mean by Native and Adapted?

Native plants are hardy, having evolved in our (sometimes) harsh and unpredictable climate. They thrive on the soils that occur here and on the specific nutrients those soils provide. Native plants also tend to be more resistant to pest pressures of native insects and diseases common to North Texas. A plant might be native to:

- Texas
- Your Region
- Your County
- Your City

Adapted plants are also hardy but have been introduced to Texas landscapes through the horticulture industry. Most often, they originate from areas with similar soil types, climates and /or hardiness zones.

Top 100 List

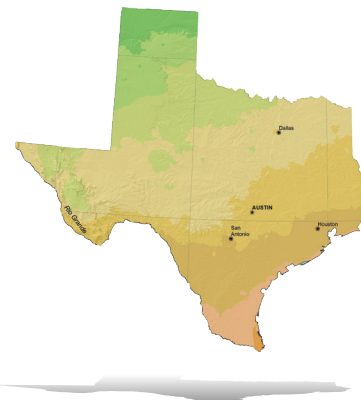
Flip to the back of your booklet for a list of our 100 favorite native and adapted plants for North Texas and beyond!

Remember, even though a plant is native to Texas, it is important to make sure it is well adapted to our area. i.e. A plant Native to Corpus Christi may not feel so at home in Dallas.

There are also many plants available that have native parents, but have been bred for improved ornamental characteristics.

Texas Plant Hardiness Zones

Adapted from USDA national plant hardiness zone map



Temp (F)	Zone	Temp (C)
-5 to 0	6b	-20.6 to -17.8
0 to 5	7a	-17.8 to -15
5 to 10	7b	-15 to -12.2
10 to 15	8a	-12.2 to -9.4
15 to 20	8b	-9.4 to -6.7
20 to 25	9a	-6.7 to -3.9
25 to 30	9b	-3.9 to -1.1
30 to 35	10a	-1.1 to 1.7

Average Annual Extreme Minimum Temperature 1976-2005

Example: North Texas Zone 8a (Visit NOAA.gov for weather data in your area)

Avg. Low Temp. 10-15 °F
Record Low -8°F 1980
Record High 113°F 1980
Avg. First Freeze Nov. 22
Avg. Last Freeze March 13
Avg. Yearly Rainfall 40.55"
 (Can range from 20"-50")

Common Soils Poor draining clays & clay loams, mostly alkaline, pH 7.5 to 7.8

Sandy loams and sandy soils can also be present.

Before you Plant: Soil Preparation, Amendments



A number of amendments can be added to your soil to ensure the richest growing environment for your plants. Soil amendments can improve a number of planting bed characteristics like drainage, soil fertility and pH level. Two of the most common and helpful amendments for improving Texas soils are compost and expanded shale.

Compost is a nutrient rich soil conditioner consisting of broken down organic material. Incorporate or top-dress ½" to 2" of compost into the soil to improve drainage while maintaining your soil's water-holding capacity. Compost:

- Improves soil texture
- Contains macro and micronutrients
- Neutralizes pH
- Increases water holding capacity
- Reduces water evaporation

Expanded Shale is a porous, lightweight aggregate with the ability to improve drainage in clay soils and hold moisture at the same time. Expanded shale is most effective when incorporated into the soil when establishing a new planting bed. Add up to 3" then till or mix in thoroughly to a depth of 6" with a shovel or spade.

Don't Guess, Soil Test!

One of the best methods for evaluating your soil is to collect and mail a soil sample to the Texas A&M Soil Testing Laboratory. Step-by-step instructions for submitting your sample are available at <http://soiltesting.tamu.edu>. For as little as \$12 per sample, you will receive a detailed analysis of your soil and recommendations on how you can improve soil fertility.

soiltesting.tamu.edu

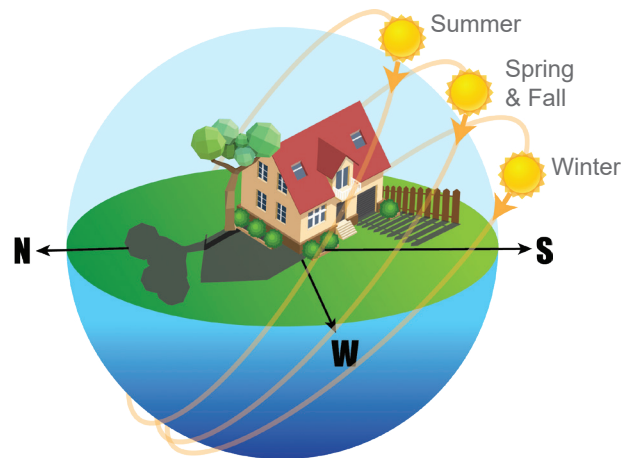
Soiltesting.tamu.edu is your one-stop shop for everything you need to get your soil sample submitted to Texas A&M AgriLife scientists for testing.

Planting

Spacing and Placement: "Right Plant, Right place"

A healthy native or adapted plant is a valuable asset, but to ensure the best success, it needs to be planted properly and in the right place, depending on its specific requirements. Read your plant's tag and pay close attention to its hardiness zone, light requirements, size and spacing. Pay special attention to sunlight obstructions such as trees, buildings, fences and other plants in your landscape, and consider how shade conditions change with the sun's position at different times of the year.

The sun's position in the sky at noon during in each season



Full Sun: Direct sunlight on plant all day

Part Sun: Filtered light, 2-3hrs without direct sun

Part Shade: Dappled light, 4-5hrs without direct sun

No turf below part shade

Full Shade: No direct sunlight on plant all day but may be bright due to reflective light

Dense Shade: Deep shade, no direct sunlight all day and may appear dark with minimal to no reflective light

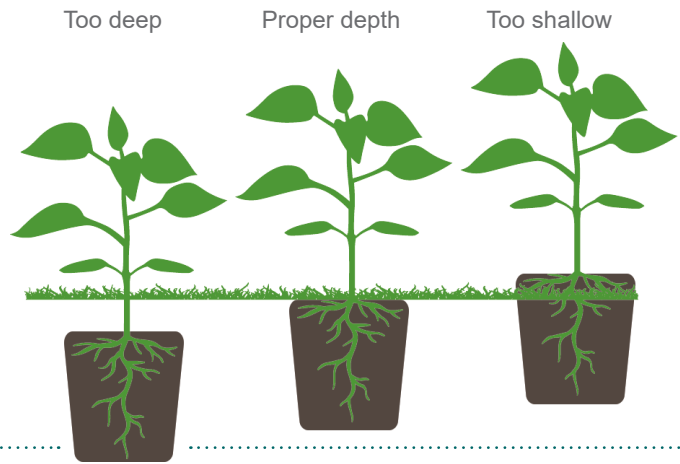
Proper Planting

Whether you're planting a native or adapted tree, shrub, or herbaceous perennial, it is key to make the transition from the nursery to your landscape as easy as possible and to employ the best planting practices to ensure a long, healthy life for your plant.

Planting Width should be 2 to 3 times as wide as root mass.

Planting Depth should be no deeper than root mass.

Don't break or unnecessarily disturb the root ball! Carefully unwrap or cut circling or girdling roots if needed.



Planting a Tree

Avoid planting your tree in the hottest summer months. For best results, plant when the tree is dormant.

Be sure to remove any twine, tape or tags from your tree.

The top of the tree's root mass should be at or slightly above the existing grade (dotted line.)

Only stake your tree for stabilization in windy or high traffic areas. Secure with wide, flexible material. Remove after 1 year.

Mulch between 2" and 4" deep but be sure to leave a 1" to 2" clearance between the tree trunk and your mulch.

The root flare at the base of your tree should be visible once planted.

Backfill with native soil from the new hole.

Your hole should be 2-3 times the width of your root ball.

Carefully remove containers, wrappings, wires and ties from root mass before planting. Unwrap any circling roots.

Make sure your root mass is sitting on firm, undisturbed soil at the bottom of your hole.

Mulching



Applying mulch around your planted areas is crucial to a successful garden. A number of natural materials work well as mulch. Hardwood, cedar, cypress and pine straw mulches are all strong options. Water University recommends between 2" and 4" of mulch for most applications. Be sure to taper off near plant bases to avoid fungal problems and other pest issues.

The benefits of mulching are many; they include:

- Increased water absorbing capacity
- Increased water holding capacity
- Reduced water evaporation
- Reduced erosion
- Weed control
- Soil temperature moderation
- Increased soil nutrition as mulch breaks down

Maintenance

Proper maintenance is one of the most important components of a beautiful and healthy, water efficient landscape. A good design is the first step along your road to success.

It is important to design your landscape in a way that does not exceed your maintenance capabilities. A well designed landscape filled with native and adapted plants, trees, shrubs and turfgrasses will provide you with lots of enjoyment and will require minimal need for upkeep labor throughout the year.

WaterUniversity.TAMU.edu



Visit our searchable “Plants of North Texas” database for information on the care and characteristics of more than 200 plants adapted to North Texas and beyond, including Texas A&M AgriLife Water University’s top 100 list, found on the back cover of this booklet.

Visit *ULandscapeIT* for **FREE** designs

Landscape Rule of Thirds



When designing your landscape, utilize the “rule of thirds” by planting 1/3 drought tolerant turfgrass, 1/3 native and adapted planting beds and 1/3 pervious hardscape. This will give your landscape more visual appeal, usable space and a reduction in water use requirements.



Irrigation



Drip, multi-stream rotor sprinkler and soaker hoses help save water, money and, if maintained properly, can be an incredible asset. Adjust controllers as needed to avoid over watering and monitor your system regularly to check for leaks.

Mowing



Remove no more than 1/3 of the length of your lawn (leaf blade) each time you mow. This will help keep your turfgrass healthy. Remember, a big lawn translates to more mowing, so follow the landscaping rule of thirds. Always use your clippings as mulch.
Don't bag it! Mulch it!

Mulching



Maintain 2" - 4" of mulch by adding new mulch annually as needed. This will help you save water and control weeds in your native and adapted planting bed. Keep in mind the array of other benefits your mulch will bring as it breaks down and enriches the existing soil.

Pruning



Remove dead material from your plants as needed. This will make way for lush new growth and also help you to maintain the shape of your trees and shrubs for aesthetic appeal.

Water University's 2019 Top 100 Deck Plants for North Texas and Beyond

Native and Adapted Plant Characteristics

Native and Adapted Plants are

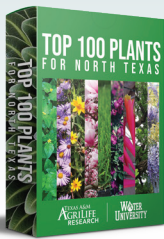
- Drought tolerant
- Heat tolerant

And they typically require

- Less water
- Less fertilizer
- Fewer pesticides

Order your own deck of our Top 100 Plants for North Texas right here:

<http://tinyurl.com/orderplantdeck>



Shade Trees

Shantung Maple
Eldarica Pine
Red Oak
Bur Oak
Chinquapin Oak
Live Oak
Cedar Elm
Lacebark Elm
Arizona Cypress

Ornamental Trees

'Rising Sun' Redbud
Desert Willow
Smoketree
Possumhaw Holly
Yaupon Holly
Wichita Blue Juniper
Deciduous Magnolia
Wax Myrtle
Cherry Laurel
Texas Mountain Laurel
Vitex
'Bloodgood' Japanese Maple
Pomegranate
Common Fig
'Ruby Falls' Weeping Redbud
'Skyrocket' Juniper
'Little Gem' Magnolia

Turfgrass

Bermuda
St. Augustine
Zoysia
Buffalo

Palms

Dwarf Palmetto
Windmill Palm

Yuccas/Cacti

Soft Leaf Yucca
Red Yucca
Color Guard Yucca

Perennials

Flame Acanthus
'Texas Gold' Columbine
Damianita
Coreopsis
Cone Flower
Gregg's Mistflower
Gaura
Texas Star Hibiscus
'Dallas Red' Lantana
Texas Lantana
New Gold Lantana
Turk's Cap
Blackfoot Daisy
Rock Rose
Jerusalem Sage
Garden Phlox
Rudbeckia
'Henry Duelberg' Sage
Black and Blue Salvia Lyre
Leaf Sage
'Hot Lips' Salvia
Skullcap
Lamb's Ear
Fall Aster
Society Garlic
Zexmenia
'Stella De Oro' Daylily

Groundcovers

Horse Herb
Snake Herb
Purple Wintercreeper
Frog Fruit
Gray Santolina

Ferns

Holly Fern
Southern Wood Fern

Vines

Cross Vine
Coral Honeysuckle

Ornamental Grasses

Berkeley Sedge
Inland Sea Oats
Maiden Grass
Zebra Grass
Gulf Muhly
'White Cloud' Muhly
Mexican Feather Grass
Little Bluestem
Indiangrass
'Blonde Ambition' Blue Grama

Shrubs

'Kaleidoscope' Abelia
'Rose Creek' Abelia
Butterfly Bush
American Beauty Berry
Japanese Aralia
Althea/Rose of Sharon
Oakleaf Hydrangea
St. John's Wort
Dwarf Yaupon Holly
Andorra Juniper
Texas Sage
Dwarf Wax Myrtle
Rosemary
Autumn sage
Bridal Wreath Spirea
Anthony Waterer Spirea
Limemound Spirea
Bush Germander
Eastern Snowball Viburnum
'Purple Diamond' Fringe Flower
'Tutti Frutti Pink' Butterfly Bush

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AGRI LIFE
RESEARCH | EXTENSION

17360 Coit Rd., Dallas, TX 75252

By Daniel Cunningham, Patrick Dickinson,
Dotty Woodson and Clint Wolfe

Illustrations and design by Gabe Saldana

Subject matter currently under review



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Craig Rice, Deputy Public Works Director

Council Meeting Date: 1/16/2024

Agenda Item Wording: Discuss and consider approval of a Lighting Agreement between the City of Dripping Springs and Graybar for park lighting acquisition at Founders Memorial Park, and authorization for staff to finalize and execute the agreement. Sponsor: Council Member Sherrie Parks

Agenda Item Requestor: Craig Rice, Deputy Public Works Director

Summary/Background: Founders Memorial Park encompasses two projects approved in the fiscal year 2024 budgeting proposal. The first project is the sidewalk connection to Big Sky Ranch for \$370,000 and the second project being the parking lighting improvements for \$200,000. These two projects are being managed together to assist in cost savings where the type of work is similar to each other with the total budget being \$570,000.

The lighting quote from Graybar totals \$122,689.86 which will include streetlights that will illuminate the Founders Park parking lot from the park entrance to the expansion parking lot in the back. The quoted light acquisition is through the OMNIA partners co-op. The left-over funds will be used for site work and construction of three (3) foot pedestals where the parking lot lights will anchor to. The light fixtures are solar and will not need electrical power to the light locations and have been reviewed and approved by the City Lighting Engineer meeting the dark sky ordinance.

The agreement allows City staff to continue with the purchasing process to acquire the parking lot lights. There is an anticipated 24-week lead time to receive the lights once they are ordered. Maintenance staff with assistance with the City Electrician will install the parking lot lights helping to reduce costs for installation.

Commission Recommendations:

N/A

Recommended Council Actions:

Approve the Lighting Agreement

Attachments:

Goods Agreement – Graybar – Solar Lights.docx

Graybar Quotation 0245080395.pdf

Spec+Sheet++First+Light+SCL2.pdf

Dripping Springs V4 – Parking Lot Lighting Layout.pdf

Next Steps/Schedule:

Attain appropriate signatures to finalize the lighting agreement and begin the purchasing process for the parking lot lights.

GOODS AGREEMENT

This Agreement, made and entered into this, the 16th day of January 2024, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Graybar**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Description of Goods to be delivered are listed in Attachment “A” including lights and shields for city parks.**
- 2. Payment for goods:** The City will compensate Contractor \$122,689.86 (one hundred twenty-two thousand, six hundred and eighty-nine dollars and eighty-six cents). Contractor shall invoice City when goods are ordered. Invoice will be paid when goods are received and accepted by the City in writing.
- 3. Duration:** This Agreement shall be in effect for a period of two years unless terminated as provided below.
- 4. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
- 5. Indemnification:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE ASSERTED AGAINST CITY THAT RESULT FROM ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, OR CONTRACTOR'S CONTRACTORS DURING DELIVERY, INSTALLATION, OR REMOVAL OF EQUIPMENT OR FOR ANY CLAIM ARISING FROM A CONDITION OF THE EQUIPMENT EXISTING WHEN THE EQUIPMENT IS DELIVERED WHICH IS UNKNOWN TO THE CITY AT THE TIME OF DELIVERY. THE CITY IS RESPONSIBLE FOR ENSURING THAT THE GOODS ARE APPROPRIATE AND IN GOOD CONDITION BEFORE ACCEPTING DELIVERY.
- 6. 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.
- 7. 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:

City of Dripping Springs
 Attn: Deputy Public Works Director
 PO Box 384
 Dripping Springs, TX 78620
crice@cityofdrippingsprings.com
 (512) 858-4725

For the Contractor:

Graybar
 Attn: Mary Linn King
 1922 Waukesha Drive
 Pflugerville, TX 78660
marylinn.king@graybar.com
 (512) 713-3063

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.

- 8. 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) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; and (4) Contractor does not boycott energy companies.
- 9. 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 any prior written agreements between the parties.
- 10. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 11. 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.
- 12. 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.
- 13. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 14. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

[signature page follows]

CITY OF DRIPPING SPRINGS:

Michelle Fischer, City Administrator

ATTEST:

Andrea Cunningham, City Secretary

GRAYBAR:

Signature

Printed Name

Title

1922 WAUKESHA DR
PFLUGERVILLE TX 78660-2033
Phone: 512-421-2300
Fax: 512-323-5722

To: City of Dripping Springs
511 Mercer Street
DRIPPING SPRINGS TX 78620
Attn: A a
Phone: 512-421-2300
Email:
Fax:

Date: 01/02/2024
Project Name:
GB Quote #: 0245080395
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr:
Valid From: 01/02/2024
Valid To: 02/01/2024
Contact: Luke MacDonald
Email: luke.macdonald@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes: * Estimated 24 week lead time

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		3	FIRST LIGHT TECH	SCL2-SPMU-BK -T3-XW-04-BL S		\$3,060.89	1	\$9,182.67
GB Part#: SCL2-SPMU-BK-T3-XW-04-BL S Ship From: Reship-Factory								
200		15	FIRST LIGHT TECH	SCL2-SPMU-BK -T4F-XW-04-B LS		\$3,060.89	1	\$45,913.35
GB Part#: SCL2-SPMU-BK-T4F-XW-04-B LS Ship From: Reship-Factory								
300		8	FIRST LIGHT TECH	SCL2-SPMU-BK -T4F-XW-04		\$3,060.89	1	\$24,487.12
GB Part#: SCL2-SPMU-BK-T4F-XW-04 Ship From: Reship-Factory								
400		6	FIRST LIGHT TECH	SCL2-SPMU-BK -T5-XW-04		\$3,060.89	1	\$18,365.34
GB Part#: SCL2-SPMU-BK-T5-XW-04 Ship From: Reship-Factory								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To: City of Dripping Springs
 511 Mercer Street
 DRIPPING SPRINGS TX 78620
 Attn: A a

Date: 01/02/2024
 Project Name:
 GB Quote #: 0245080395

Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price	
500		18	FIRST LIGHT TECH	SSA15B4-4R1- BA-PA		\$800.86	1	\$14,415.48	
GB Part#: SSA15B4-4R1-BA-PA Ship From: Reship-Factory									
600		7	FIRST LIGHT TECH	SSA15B4-4R2- BA-PA		\$800.86	1	\$5,606.02	
GB Part#: SSA15B4-4R2-BA-PA Ship From: Reship-Factory									
700		18	FIRST LIGHT TECH	42-0125		\$76.66	1	\$1,379.88	
GB Part#: 42-0125 Ship From: Reship-Factory									
800		1	FIRST LIGHT TECH	FREIGHT CHARGE		\$3,340.00	1	\$3,340.00	
GB Part#: FREIGHT CHARGE Ship From: Reship-Factory									
Total in USD (Tax not included):							\$122,689.86		

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: City of Dripping Springs
 511 Mercer Street
 DRIPPING SPRINGS TX 78620
 Attn: A a

Date: 01/02/2024
 Project Name:
 GB Quote #: 0245080395

Proposal

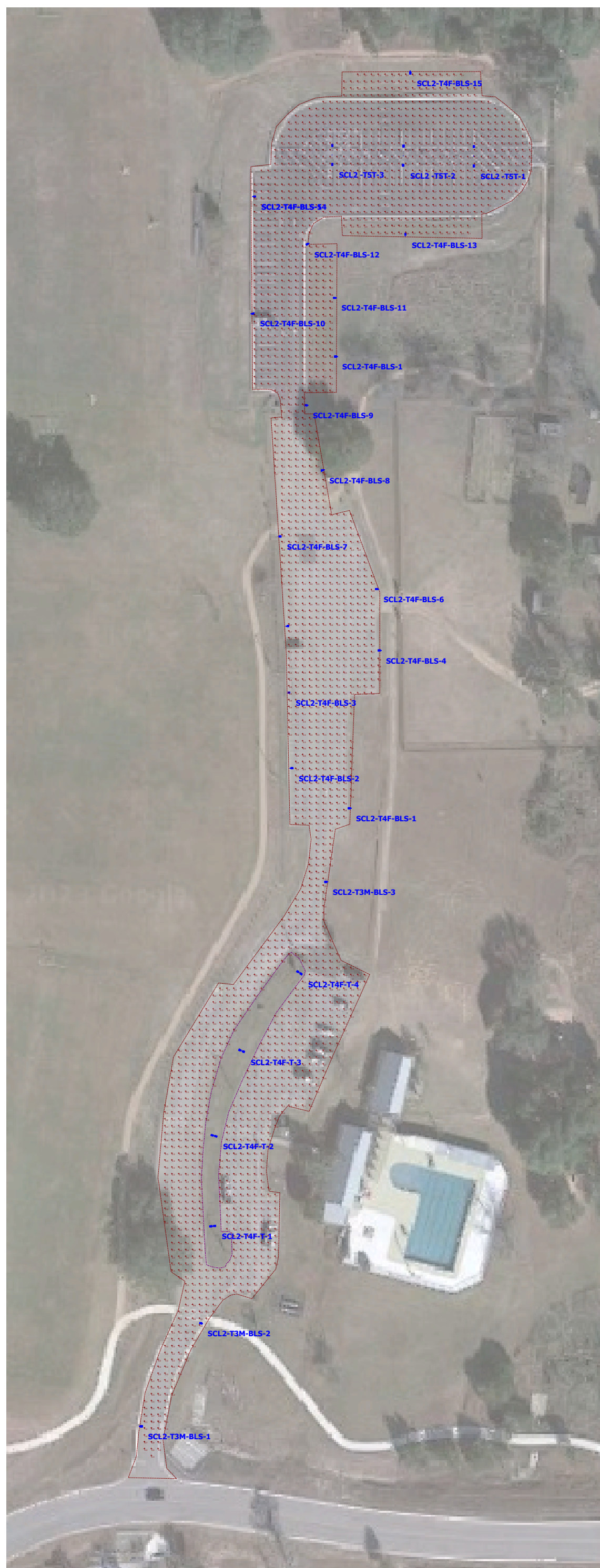
We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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GRAYBAR ELECTRIC COMPANY, INC.
 TERMS AND CONDITIONS OF SALE

- 1.ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
- 2.GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
- 3.MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 4.PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
- 5.REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 6.RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
- 7.TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 8.PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 9.DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 10.CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
- 11.SOFTWARE AND FIRMWARE - -Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
- 12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
- 13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
- 14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
- 17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.



Plan View
Scale - 1" = 88ft



Note

1. Mounting Height = 17 ft
2. Calculation zone = Ground
3. Grid Spacing = 6ft
4. Pole Spacing = As Shown
5. Profile = 04 (5 Dim 1)
6. LED Color Temp = 2700K

Statistics						
Description	Symbol	Avg	Max	Min	Avg/Min	Max/Min
Main Area	+	0.4 fc	1.3 fc	0.0 fc	N/A	N/A

Schedule						
Symbol	Label	Quantity	Manufacturer	Lumens Per Lamp	Light Loss Factor	Wattage
□	SCL2 -T5T	3	First Light Technologies	2463	0.9	0
□	SCL2-T4F-T	4	First Light Technologies	2359	0.9	0
□	SCL2-T4F-BLS	15	First Light Technologies	2359	0.9	0
□	SCL2-T3M-BLS	3	First Light Technologies	2273	0.9	0



To: Mayor Bill Foulds Jr. & City Council
From: Warlan Rivera – Planner I
Date: January 10, 2024
RE: Discretionary ETJ Disannexation Requests

I. Overview

Senate Bill 2038, effective September 1, 2023, provides a process for a property owner to request release from a City’s ETJ. Most of the requests received by staff are exempt from this process since they were voluntarily annexed into the City Limits.

Staff has verified that the properties listed below are not exempt from the processes outline in Senate Bill 2038 asks City Council to release these properties from our ETJ as required by this Bill.

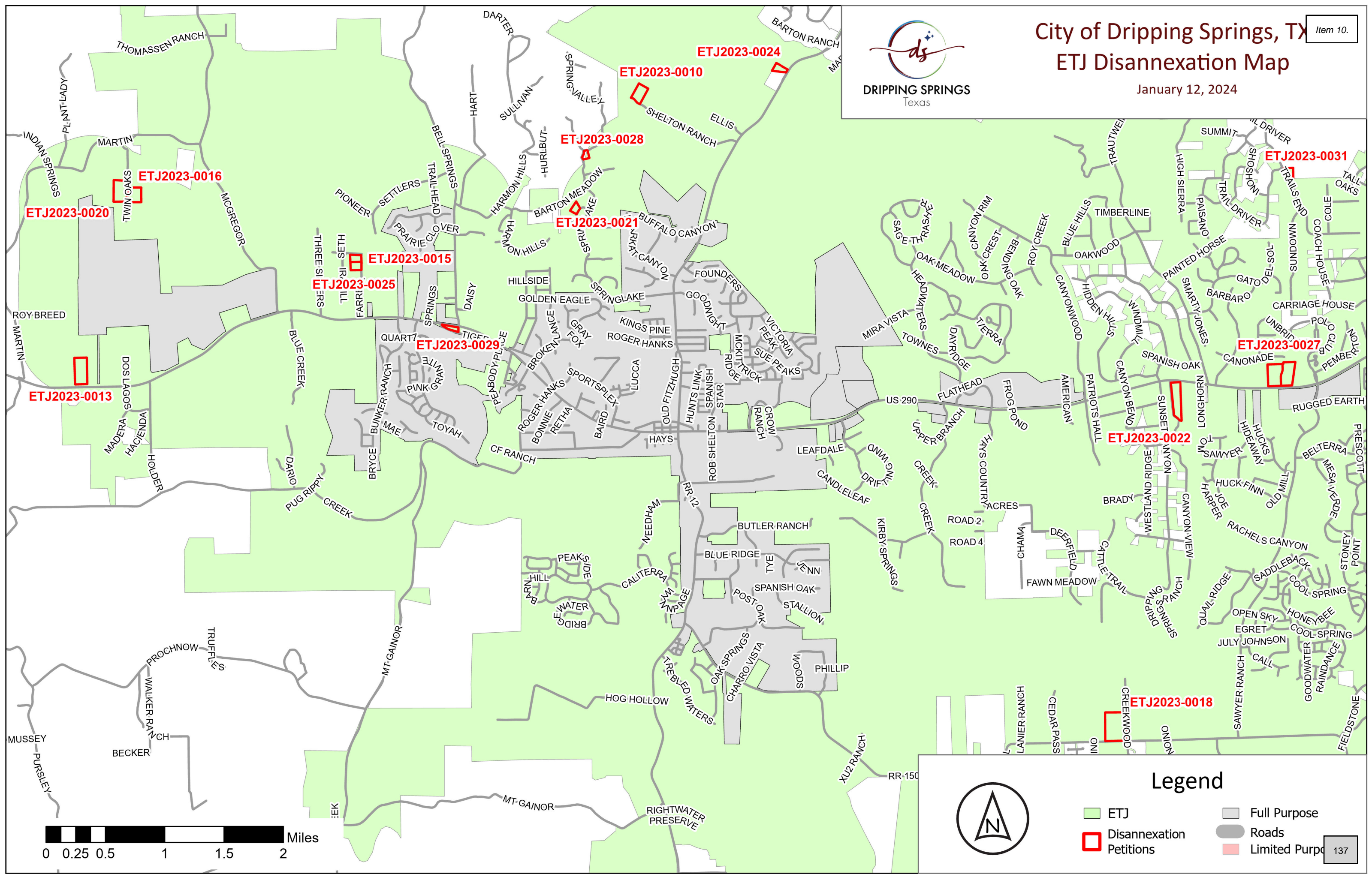
II. List of Properties to be Released

Case Number	Owner Name	Project Name	Property Location	Acreage	Was ETJ Voluntary?
ETJ2023-0010	Haberman	N/A	1426 Shelton Ranch Rd.	8.056	No
ETJ2023-0013	Persaud Rajendra N	Ladera Lot 2	4630 W US 290	11.5	No
ETJ2023-0015	Benally	N/A	601 Farrell Ln	3.5	No
ETJ2023-0016	Roger Hall	N/A	501 Twin Oaks Trail	8.92	No
ETJ2023-0018	Krenek	N/A	1515 Darden Hill Road	26.05	No
ETJ2023-0020	Brook	N/A	400 Twin Oaks Trail	12.05	No
ETJ2023-0021	Womack	N/A	200 Little Barton Drive	2.95	No
ETJ2023-0022	Weiss	N/A	411 Whitetail Ridge	14.36	No
ETJ2023-0024	Mathis	N/A	30309 RR 12	3.79	No
ETJ2023-0025	Cory Pavlica & Tim Foster	N/A	451 Farrell Ln	4	No
ETJ2023-0027	Harvin Dripping Springs, LP	Polo Club Business Park	13550 W Hwy 290	30.426	Yes & No
ETJ2023-0028	Patick Reilly	N/A	1700 Spring Valley Dr	2	No
ETJ2023-0029	John Hoag	Currently Bell Springs Village	2201 W US 290	1.93	No
ETJ2023-0031	Barnett	N/A	12909 Trails End	3.3	No



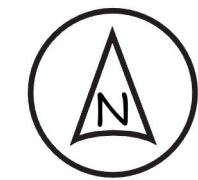
City of Dripping Springs, TX ETJ Disannexation Map

January 12, 2024



Legend

- ETJ
- Disannexation Petitions
- Full Purpose
- Roads
- Limited Purpose



CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2024-

RELEASE OF EXTRATERRITORIAL JURISDICTION ORDINANCE

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO INVOLUNTARILY RELEASE EXTRATERRITORIAL JURISDICTION BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY _____ ACRES OF LAND OUT OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

WHEREAS, Chapter 42, Subchapter D. Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction of the Texas Local Government Code requires a Type-A general law municipality to release from the extraterritorial jurisdiction certain areas on request of property owners or residents of the area: and

WHEREAS, the City received written petitions from _____ in Exhibit “A” on _____, 2023; and

WHEREAS, the area identified in Exhibit “A”, _____ acres located in the _____, Hays County, Texas, is within the City’s current extraterritorial jurisdiction; and

WHEREAS, each petition was filed by a resident of the area or majority value landowner of the area in question; and

WHEREAS, each petition includes legal descriptions of the area boundaries by either (1) metes and bounds description; or (2) Lot and Block; and a map of the land to be released; and

WHEREAS, the signatures on all petitions comply with all statutory requirements; and

WHEREAS, the areas identified in Exhibit “A” are not subject to a strategic partnership agreement; are not within five miles of an active military base; are not located in a designated industrial district; and is not an area voluntarily annexed into the extraterritorial jurisdiction in Hays County, Texas; and

WHEREAS, the City Council grants the petitions and releases the areas identified in Exhibit “A” from the City of Dripping Springs, Texas extraterritorial jurisdiction; and

WHEREAS, the City Council finds that release of the areas identified in Exhibit “A” is required pursuant to the statutory provisions adopted by the 2023 Texas Legislature in Senate 2038.

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

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. RELEASE OF TERRITORY FROM EXTRATERRITORIAL JURISDICTION

- A.** The property in the areas described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby released from the extraterritorial jurisdiction of the City of Dripping Springs.
- B.** The official map and boundaries of the City of Dripping Springs and its extraterritorial jurisdiction is hereby amended and revised so as to exclude the area released.
- C.** The owners and inhabitants of the area herein released are no longer entitled to any of the rights and privileges of other citizens extraterritorial jurisdiction of the City of Dripping Springs including access to services and utilities, representation on city boards and commissions where applicable, regulations, and other benefits provided by the City to the residents of the extraterritorial jurisdiction.

3. EFFECTIVE DATE

This ordinance is effective, and the extraterritorial release achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

4. FILING

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C.** The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.

D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the this ordinance a map of the entire city that shows the change in boundaries, with the released portion clearly distinguished, resulting from the release to the Texas Comptroller’s Office.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ____ day of _____ 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of the City of Dripping Springs, Texas.

THE CITY OF DRIPPING SPRINGS:

Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT “A”

LEGAL DESCRIPTIONS

ETJ2023-0010

A DESCRIPTION OF A 8.20 ACRE TRACT OF LAND OUT OF THE GEORGE W. LINDSAY SURVEY NO.138, HAYS COUNTY, TEXAS, SAID 8.20 ACRES BEING OUT OF A CALLED 13.216 ACRE TRACT OF LAND CONVEYED TO FRANKIE L. FINDLAY, JR. AND MARY F. FINDLAY, RECORDED IN DOCUMENT NO. 9925597, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 8.20 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2 inch iron rod set in the centerline of Shelton Ranch Road, a 50 foot wide road easement recorded in Volume 271, Page 224, Deed Records of Hays County, Texas, said iron rod being the most westerly southwest corner of said Findlay 13.216 acre tract and being on the east line of a called 13.94 acre tract conveyed to Bruce S. Altman, Jr. in Volume 314, Page 338, Deed Records of Hays County, Texas, for the most westerly southwest corner of the herein described tract;

-THENCE N 29°55'32" E, with east line of said Altman 13.94 acre tract and the west line of said Findlay 13.216 acre tract, passing a 1/2 inch iron rod found at 25.57 feet and continuing for a total distance of 746.27 feet to a 1/2 inch iron rod found for the most northerly corner of said Findlay 13.216 acre tract and the most easterly northeast corner of said Altman 13.94 acre tract, said iron rod being in the south boundary line of a called 198.75 acre tract of land conveyed to Zelle Petmeky in Volume 294, Page 555, Deed Records of Hays County, Texas;

-THENCE S 60°21'00" E, with the northerly line of said Findlay 13.216 acre tract and the south line of said Petmeky 198.75 acre tract, a distance of 477.88 feet to a 1/2 inch iron rod with cap set for the most easterly northeast corner of the herein described 8.20 acre tract;

-THENCE S 29°34'13" W, crossing said Findlay 13.216 acre tract, a distance of 792.78 feet to a mag nail set in the centerline of Shelton Ranch Road for the most southerly southeast corner of the herein described 8.20 acre tract;

THENCE with the centerline of Shelton Ranch Road and the southerly line of said Findlay 13.216 acre tract the following five (5) courses and distances:

- 1) N 65°56'17" W, a distance of 21.64 feet to a mag nail found for the beginning of a curve to the right;
- 2) with the arc of a curve to the right, a distance of 78.13 feet, said curve having a radius of 149.20 feet, and a chord bearing of N 51°03'50" W, a chord distance of 77.24 feet to a 60d nail found for the end of said curve;

ETJ2023-0013**Legal Description**

Ladera, Lot 2B

Metes and Bounds

BEGINNING at a ½" inch iron rod found in the north right of way line of US Highway 290 as described in a deed from Charles H. Senour and wife to the State of Texas as recorded In Volume 108, Pages 284-285 of the Deed Records of Hays County, Texas, said iron rod being the southwest corner of Lot 3A of the Amended Plat of a Portion of Lot 3 Ladero as recorded In Volume 17, Pages 50-51 of the Plat Records of Hays County, Texas, same being the southeast corner of said Lot 2 of the Ladera Subdivision and of the herein described tract;

THENCE with the said north right of way line of US Highway 290, being common with the south line of Lot 2 Ladera S 88°52'44" W for a distance of 542.75 feet to a ½" inch iron found monumenting the southeast corner Lot 1 of Ladera Subdivision, the southwest corner of said Lot 2 and of the herein described tract;

THENCE departing the said north right of way line of US Highway 290 with the west line of said Lot 2 being common in part with the east line of Lot 1 N 01°40'49" W passing at a distance of 935.23 feet the called northeast corner of Lot 1 same being the southerly southeast corner of Lot 4 Ladera Subdivision, continuing with the east line of Lot 4 for a total distance of 1185.08 feet to a ½" Inch Iron rod found being on interior "ell" corner of Lot 4 the northwest corner of said Lot 2 and of the herein described tract; THENCE continuing in part with a south line of Lot 4 being the north line of said Lot 2 N 88°51'52" E passing at a distance of 160.00 feet the call easterly southeast corner of Lot 4 same being the coll westerly southwest corner of Lot 5 Ladera Subdivision, in all for a total distance of 559.76 feet to a ½" inch iron rod found monumenting the northeast corner of said Lot 2 and the northwest corner of Lot 3 Ladera Subdivision;

THENCE with the east line of said Lot 2 being common in part with the west line of Lot 3 Ladero and of Lot 3A of the Amended Plat of a Portion of Lot 3 S 00°51'29" E passing at a distance of 901.18 feet an iron rod with cap found monumenting the northwest corner of said Lot 3A, in ell for a total distance of 1185.17 feet to the POINT OF BEGINNING of the herein described tract and containing 15.00 acres of land more or less.

ETJ2023-0015**Metes and Bounds**

BEGINNING at a nail found at the southeast corner of said 3.50 acre tract, the northeast corner of that certain tract of land conveyed to Allan Q. Jones and recorded in Volume 404, Page 308, Deed Records of Hays County, Texas, the west line of that certain 12.01 acre tract of land described in Volume 300, Page 217, Deed Records of Hays County, Texas, and being also in the centerline of Farrell Lane, a 50.00 foot right-of-way, for the southeast corner of the herein described tract;

THENCE N 89°59' 18" W, along the south line of said 3.50 acre tract and the north line of said Jones tract, at 24.96 feet pass an iron rod found for reference in the west line of said Farrell Road, continuing for a total distance of 490.46 feet to an iron rod found at the southwest corner of said 3.50 acre tract, the northwest corner of said Jones tract and being in the east line of that certain 327.5 acre tract of land recorded in Volume 184, Page 254, Deed Records of Hays County, Texas, for the southwest corner of the herein described tract.

THENCE N 01°59'36" W (Bearing Basis), with the west line of said 3.50 acre and the east line of said 327.5 acre tract, a distance of 322.01 feet to an iron rod found at the northwest corner of said 3.50 acre tract, the northeast corner of said 327.5 acre tract and the southwest corner of that certain 0.6941 acre tract recorded in Volume 1069, Page 648, Official Public Records of Hays County, Texas, for the northwest corner of the herein described tract;

THENCE S 86°36' 17" E, with the north line of said 3.50 acre tract and the south line of said 0.6941 acre tract, a distance of 502.89 feet to an iron rod found at the northeast corner of said 3.50 acre tract, the southeast corner of said 0.6941 acre tract, in the west line of said 12.01 acre tract and being in the centerline of said Farrell Road, for the northeast corner of the herein described tract;

THENCE S 00°04'00" W, with the east line of said 3.50 acre tract, the west line of said 12.01 acre tract and the centerline of said Farrell Road, a distance of 292.13 feet to the POINT OF BEGINNING, containing 3.50 acres of land.

Bearing Basis is the west line of the herein described 3.50 acre tract having a bearing of N 01°59'36" W.

ETJ2023-0016

DESCRIPTION OF 8.945 ACRES, MORE OR LESS, OF LAND AREA, IN THE J. B. ELLIOTT SURVEY, ABSTRACT NO. 170 AND THE J. F. SPROUSE SURVEY, ABSTRACT NO. 603, HAYS COUNTY, TEXAS, AND BEING ALL OF THAT TRACT DESCRIBED AS 8.94 ACRES IN A CONTRACT OF SALE FROM BENNY RAY BREED ET UX TO GEOFFREY MENKE ET UX, DATED MARCH 3, 1981 AND RECORDED IN VOLUME 355, PAGE 145 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60d nail found in the common east line of Lot 1, Roadrunner Ridge as recorded in Volume 16, Page 172 of the Hays County Plat Records and the centerline of that 50 foot wide ingress-egress easement recorded in Volume 355, Page 145 of the Hays County Deed Records, for the common southwest corner of the Menke 8.94 acre tract and the northwest corner of that tract described as 12.04 acres in a deed from Robert Kennerly Wark, III to Deborah Lynn Wark, dated October 5, 1992 and recorded in Volume 961, Page 497 of the Hays County Official Public records, from which a ½" iron rod found for an angle point in the common west line of the Wark tract and the east line of Lot 1, Roadrunner Ridge bears S 00°14'57"W 214.10 feet;

THENCE leaving the Wark tract and the **PLACE OF BEGINNING** as shown on that plat numbered 28022-21-2-b dated December 30, 2021 as prepared for Juanita Hall by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of the Menke tract, the east line of Lot 1, Roadrunner Ridge and its extension and the centerline of the 50 foot wide ingress-egress easement, N 00° 11' 44" E 233.38 feet to a 60d nail set with an aluminum washer stamped "Byrn Survey, pass at 99.63 feet a ½" iron rod found for the common northeast corner of Lot 1, Roadrunner Ridge and the southeast corner of that tract described as 12.043 acres in a deed from Alexander C. Huk to Ian Brook, dated November 12, 2021 and recorded in Hays County Instrument Number 21063457 of the Hays County Official Public records;

THENCE with the common west line of the Menke tract, the east line of the Brook tract and the centerline of the 50 foot wide ingress-egress easement, the following two courses:


1. N 09° 51' 31" E 293.73 feet to a ½" iron rod found, and
2. N 10° 37' 17" W 116.78 feet to a ½" iron rod found for the common northwest corner of the Menke tract and the southwest corner of that tract described as 4.00 acres in a deed from Darby Riley et al to William Lewis Bailey et ux, dated October 7, 1996 and recorded in Volume 1266, Page 576 of the Hays County Official Public records, from which a 60d nail found for an angle point in the common west line of the Bailey tract and the east line of the Brook tract bears N 10°47'34"W 91.04 feet;

THENCE leaving the Brook tract and the centerline of the 50 foot wide ingress-egress easement, N 89° 11' 25" E 596.59 feet to a ½" iron rod found in the west line of that tract described as 78.13 acres in a deed from Linda E. Davenport and Larry A. Brewer to The Kinley Revocable Living Trust, dated February 20, 2019 and recorded in Hays County Instrument Number 19005112 of the Hays County Official Public Records, for the common southeast corner of the Bailey tract and the northeast corner of the Menke tract, pass at 25.37 feet a ½" iron rod set;

THENCE leaving the Bailey tract, with the east line of the Menke tract, S 00° 48' 35" E 637.29 feet to a ½" iron rod set for the common southeast corner of the Menke tract and the northeast corner of the previously mentioned Wark tract, pass at 314.17 feet the common occupied southwest corner of the

Kinley Revocable Living Trust tract and the northwest corner of that tract described as 99.74 acres in a deed from W. E. McNair et al to Richard R. Nelson et ux, dated May 6, 1983 and recorded in Volume 393, Page 812 of the Hays County Deed Records;

THENCE leaving the Nelson tract, with the common south line of the Menke tract and the north line of the Wark tract, S 89° 12' 35" W 635.17 feet to the **PLACE OF BEGINNING**, pass at 610.16 feet a 5/8" iron rod found. There are contained within these metes and bounds 8.945 acres, more or less, of land area as prepared from public records and a survey made on the ground on December 30, 2021 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. #5307



Client: Hall, Juanita
Date: December 30, 2021
Surv.: Elliott, J.B., A-170
Sprouse, J.E., A-603
County: Hays
Job No: 28022-21-2
Fnd 8.945 ac.

ETJ2023-0018

Legal Description:

LANIER RANCH RESUB LOT 1

ETJ2023-0020

Exhibit "A"

STATE OF TEXAS
COUNTY OF HAYS

12.06 ACRES

A DESCRIPTION OF A 12.06 ACRE TRACT OF LAND OUT OF THE J.B. ELLIOTT SURVEY, ABSTRACT NO. 170 AND THE J.E. SPROUSE SURVEY, ABSTRACT NO. 603, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 12.05 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THAD G. BUMSTEAD AND SANDY L. BUMSTEAD RECORDED IN VOLUME 1412, PAGE 489, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AS LATER CONVEYED AS 12.06 ACRES TO ALXANDER C. HUK AND JANE M. HUK IN VOLUME 3960, PAGE 299, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 12.06 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 5/8 inch iron rod found for the northwest corner of said Huk 12.06 acre tract, said iron rod being the southwest corner of a called 10.0 acre tract of land described as Tract 3A, Addendum to Contract of Sale, Page One as conveyed to Eileen and Geoffrey Menke recorded in Volume 355, Page 145, Deed Records of Hays County, Texas, said iron rod being in the east line of a called 1.0 acre tract of land described in a deed to David and Karen Smith recorded in Volume 363, Page 828, Deed Records of Hays County, Texas;

THENCE N 89°54'17"E, with the north line of said Huk 12.06 acre tract and the south line of said Menke 10.0 acre tract, passing a 5/8 inch iron rod found on the west right of way of a 50 foot wide road easement known as Twin Oaks Trail as recorded in Volume 357, Page 316, Deed Records of Hays County, Texas at 597.02 feet and continuing for a total distance of 622.20 feet to a 1/2 inch iron rod found for the northeast corner of said Huk 12.06 acre tract, same being the southeast corner of said Menke 10.0 acre tract, said nail being in the centerline of said 50 foot wide road easement (Twin Oaks Trail), said nail being in the west line of a remainder V.L.B. tract recorded in Volume 338, Page 662, Deed Records of Hays County, Texas, said nail also being in the west line of a called 10.0 acre tract of land described in a deed to Eileen and Geoffrey Menke known as an Addendum to Contract of Sale, Page Three for the northeast corner of the herein described 12.06 acre tract;

THENCE with the centerline of said 50 foot road easement and the east line of said Huk 12.06 acre tract, the following four (4) courses and distances;

1) S 00°15'43"E, passing at approximately 7 feet the northwest corner of a called 4.0 acre tract of land described in a deed to William and Lisa Bailey recorded in Volume 1266, Page 576, Official Public records of Hays County, Texas, for a total distance of 203.04 feet to a 60d nail set,

- 2) S 10°01'16"E, passing at approximately 91 feet the southwest corner of said Bailey 4.0 acre tract, same being the southwest corner of said Menke 10.0 acre tract (Page Three Tract), same being the northwest corner of a called 8.94 acre tract described as Addendum to Contract of Sale, Page Two as described in a deed to Eileen and Geoffrey Menke recorded in Volume 355, Page 145, Deed Records of Hays County, Texas and continuing for a total distance of 207.97 feet to a ½ inch iron rod found,
- 3) S 10°30'26"W, continuing a distance of 294.00 feet to a mag nail set, and
- 4) S 00°56'55"W, continuing for a distance of 133.38 feet to a ½ inch iron rod found in the west line of said Menke 8.94 acre tract, said iron rod being the southeast corner of said Huk 12.06 acre tract and the northeast corner of a tract of land conveyed to Hubert F. Weitzel, Jr. recorded in Volume 324, Page 575, Deed Records of Hays County, Texas for the southeast corner of the herein described 12.06 acre tract;

THENCE S 89°55'25"W, leaving the centerline of said 50 foot wide road easement, passing at 24.97 feet a 5/8 inch iron rod found on the west line of said 50 foot wide road easement and continuing for a total distance of 613.40 feet to a ½ inch iron rod found for the northwest corner of said Weitzel, Jr. tract, said iron rod being the southwest corner of said Huk 12.06 acre tract, same being the southwest corner of the herein described 12.06 acre tract, said iron rod being near the east line of Tract II, a called 18.68 acre tract of land described in a deed to Aaron and Letisha Scharff recorded in Volume 2972, Page 805, Official Public Records of Hays County, Texas;

THENCE N 0°41'00"E, (Bearing Basis) with the west line of said Huk 12.06 acre tract, passing a ½ inch iron rod found at 318.18 feet and 0.87 feet east for the northeast corner of said Scharff 18.68 acre tract, said iron rod being the southeast corner of a called 4.93 acre tract described in a deed to David and Terry Martinez, passing at approximately 618 feet the northwest corner of said Martinez 4.93 acre tract, being at or near the southeast corner of said David and Karen Smith 1.0 acre tract, for a total distance of 830.11 feet, to the **POINT OF BEGINNING**, containing 12.06 acres of land.

ETJ2023-0021

BEING ALL OF THAT 2.99 ACRES OF LAND, MORE OR LESS, OUT OF THE GEORGE W. LINDSAY SURVEY IN HAYS COUNTY, TEXAS, ALSO KNOWN AS LOTS 24, 25 & 26 OF SPRINGLAKE, AN UNRECORDED SUBDIVISION IN HAYS COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS 2.993 ACRE IN A WARRANTY DEED FROM WARDLOW TO KNUTSON & HUDDLESTON RECORDED IN VOLUME 966, PAGE 41 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, HAVING BEEN SURVEYED ON THE GROUND AUGUST 9, 1995, BY SNS ENGINEERING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a spindle found in the center line of a 50 feet wide Roadway Easement recorded in Volume 300, Page 614, Volume 328, Page 206 and Volume 458, Page 86 of the Deed Records of Hays County, Texas, at the southeast corner of Lot 26 of said Springlake Subdivision, for the Southeast corner of the tract herein described;

THENCE, along the center line of said Roadway Easement, same being the southerly line of said Lots 26, 25 & 24 and the tract herein described, the following Two (2) courses:

1. S 62°57'14" W, for a distance of 5.55 feet to a spindle found,
2. S 30°28'51" W, passing a spindle found at a distance of 78.47 feet at the southwest corner of Lot 26 & the southeast corner of Lot 25, passing another spindle found at a distance of 154.82 feet at the southwest corner of Lot 25 & the southeast corner of Lot 24, for a total distance of 277.87 feet to a spindle found for the Southwest corner of said Lot 24 and the tract herein described, same being the southeast corner of Lot 23 of said Springlake Subdivision;

THENCE, leaving the center line of said Roadway Easement and along the westerly line of said Lot 24 and the tract herein described, same being the easterly line of Lot 23, N 60°03'00" W, passing an iron rod found at a distance of 25.05 feet at the northerly line of said Roadway Easement, for a total distance of 350.66 feet to an iron rod found in the center line of a creek for the Northwest corner of said Lot 24 and the tract herein described;

THENCE, along the center line of said creek, same being the northerly line of said Lots 24, 25 & 26 and the tract herein described, the following Five (5) courses:

1. N 27°51'44" E, for a distance of 99.28 feet to an iron rod found,
2. N 38°10'35" E, for a distance of 24.11 feet to a 60-d nail found at the northeast corner of Lot 24 & the northwest corner of Lot 25,

- 3. N 38°37'22" E, for a distance of 178.02 feet to an iron rod found at the northeast corner of Lot 25 & the northwest corner of Lot 26,
- 4. N 38°46'12" E, for a distance of 148.22 feet to an iron rod found,
- 5. N 39°16'10" E, for a distance of 33.86 feet to an iron rod found for the Northeast corner of said Lot 26 and the tract herein described, same being the northwest corner of Lot 27;

THENCE, along the easterly line of said Lot 26 and the tract herein described, same being the westerly line of Lot 27, S 26°57'16" E, passing an iron rod found at a distance of 234.66 feet at the northerly line of said Roadway Easement, for a total distance of 359.74 feet to the POINT OF BEGINNING and containing 2.99 Acres of Land, More or Less.

SNS ENGINEERING, INC.

Leslie Vasterling

Leslie Vasterling,
Registered Professional Land Surveyor #1413



ETJ2023-0022

A DESCRIPTION OF A 10.66 ACRE TRACT SITUATED IN THE GALEN CROW ASSIGNEE OF THE L. G. & N. R.R. COMPANY SURVEY NUMBER 575, HAYS COUNTY, TEXAS, BEING THE SAME CALLED 10.654 ACRE TRACT CONVEYED TO CHARLOTTE W. RHODES IN VOLUME 2856, PAGE 412, THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the west line of a called 30 acre tract conveyed to John Emory Forbis in Volume 765, Page 166, The Real Property Records of Hays County, Texas, for the northeast corner of a called 1.77 acre tract conveyed to Robert Judd and for the southeast corner of the herein described tract;

THENCE with the north line of said 1.77 acre tract, North 78°03'44" West, a distance of 148.43 feet, (called North 78°06' West, 148.42 feet), to a ½ inch iron rod found in the east right-of-way line of Whitetail Ridge Road (50 foot roadway easement recorded in Volume 2856, Page 412, The Official Public Records of Hays County, Texas), for the northwest corner of said 1.77 acre tract and for the southwest corner of the herein described tract;

THENCE with said east right-of-way line of Whitetail Ridge Road the following four (4) courses:

- 1) North 02°26'40" East, a distance of 65.90 feet, (called North 02°21' East, 65.85 feet), to a ½ inch iron rod found,
- 2) North 44°14'55" West, a distance of 196.29 feet, (called North 44°19' West, 196.35 feet), to a ½ inch iron rod found,
- 3) North 45°28'44" West, a distance of 121.19 feet, (called North 45°33' West, 121.31 feet), to a ½ inch iron rod found,
- 4) North 04°27'28" West, a distance of 990.92 feet, (called North 04°22' West, 989.30 feet), to a ½ inch iron rod found for the southwest corner of a 3.18 acre tract, surveyed this same date as Tract Two, being the same called 3.169 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, The Official Public Records of Hays County, Texas, and for the northwest corner of the herein described tract;

THENCE with the south line of said 3.18 acre tract the following two (2) courses:

- 1) North 86°22'05" East, a distance of 88.78 feet, (called North 86°00' East, 88.98 feet), to a ½ inch iron rod found,
- 2) North 84°10'39" East, a distance of 312.15 feet, (called North 83°55'55" East, 312.41 feet), to a ½ inch iron rod found for the southwest corner of a 1.17 acre tract surveyed this same date as Tract Three, being the same called 1.170 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, The Official Public Records of Hays County, Texas, for the southeast corner of said 3.18 acre tract and for a point for angle in the north line of the herein described tract;

THENCE with the south line of said 1.17 acre tract, North 84°23'34" East, a distance of 25.33 feet, (called North 84°08'40" East, 25.29 feet), to a ½ inch iron rod found in the west line of said 30 acre tract, for the southeast corner of said 1.17 acre tract and for the northeast corner of the herein described tract;

THENCE with the west line of said 30 acre tract, South 00°47'00" East, a distance of 1349.93 feet, (called South 00°47' East, 1350.34 feet), being the BEARING BASIS herein, to the POINT OF BEGINNING, and containing 10.66 acres of land.

A DESCRIPTION OF A 3.18 ACRE TRACT SITUATED IN THE GALEN CROW ASSIGNEE OF THE L. G. & N. R.R. COMPANY SURVEY NUMBER 575, HAYS COUNTY, TEXAS, BEING THE SAME CALLED 3.169 ACRE TRACT CONVEYED TO CHARLOTTE W. RHODES IN VOLUME 2856, PAGE 406, THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch iron rod with a cap set at the intersection of the south right-of-way line of US Highway 290 (R.O.W. Varics), and the east right-of-way line of Whitetail Ridge Road (50 foot roadway easement recorded in Volume 2856, Page 412, The Official Public Records of Hays County, Texas), and for the northwest corner of the herein described tract;

THENCE with said south right-of-way line of US Highway 290, North $86^{\circ}55'32''$ East, a distance of 271.75 feet, (called North $86^{\circ}33'00''$ East, 269.45 feet), to a ½ inch iron rod found for the northwest corner of a 1.17 acre tract, surveyed this same date as Tract Three, being the same called 1.170 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, The Official Public Records of Hays County, Texas, and for the northeast corner of the herein described tract;

THENCE with the west line of said 1.17 acre tract the following two (2) courses:

- 1) South $13^{\circ}38'34''$ East, a distance of 249.77 feet, (called South $13^{\circ}54'32''$ East, 250.22 feet), to a ½ inch iron rod found,
- 2) South $30^{\circ}57'23''$ East, a distance of 200.13 feet, (called South $31^{\circ}09'57''$ East, 200.34 feet), to a ½ inch iron rod found in the north line of a 10.66 acre tract, surveyed this same date as Tract One, being the same called 10.654 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 412, The Official Public Records of Hays County, Texas, for the southwest corner of said 1.170 acre tract and for the southeast corner of the herein described tract;

THENCE with the north line of said 10.66 acre tract the following two (2) courses:

- 1) South $84^{\circ}10'39''$ West, a distance of 312.15 feet, (called South $83^{\circ}55'55''$ West, 312.41 feet), to a ½ inch iron rod found,
- 2) South $86^{\circ}22'05''$ West, a distance of 88.78 feet, (called South $86^{\circ}00'$ West, 312.41 feet), to a ½ inch iron rod found in said east right-of-way line of Whitetail Ridge Road, for the northwest corner of said 10.66 acre tract and for the southwest corner of the herein described tract;

THENCE with said east right-of-way line of Whitetail Ridge Road, North $04^{\circ}27'28''$ West, a distance of 438.39 feet, (called North $04^{\circ}24'13''$ West, 438.39 feet), to the **POINT OF BEGINNING**, and containing 3.18 acres of land.

The **BEARING BASIS** herein is the monumented east line of said 10.66 acres tract, South $00^{\circ}47'00''$ East, a distance of 1349.93 feet, (called South $00^{\circ}47'$ East, 1350.34 feet).

A DESCRIPTION OF A 1.17 ACRE TRACT SITUATED IN THE GALEN CROW ASSIGNEE OF THE L. G. & N. R.R. COMPANY SURVEY NUMBER 575, HAYS COUNTY, TEXAS, BEING THE SAME CALLED 1.170 ACRE TRACT CONVEYED TO CHARLOTTE W. RHODES IN VOLUME 2856, PAGE 406, THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at mag nail found in a wood fence post in the south right-of-way line of US Highway 290 (R.O.W. Varies), for the northwest corner of a called 30 acre tract conveyed to John Emory Forbis in Volume 765, Page 166, The Real Property Records of Hays County, Texas, and for the northeast corner of the herein described tract;

THENCE with the west line of said 30 acre tract the following two (2) courses:

- 1) South $00^{\circ}38'40''$ East, a distance of 347.87 feet, (called South $00^{\circ}56'14''$ East, 347.38 feet), to a $\frac{1}{2}$ inch iron rod with cap set;
- 2) South $00^{\circ}47'00''$ East, a distance of 63.55 feet, (called South $01^{\circ}10'05''$ East, 63.96 feet), to a $\frac{1}{2}$ inch iron rod found for the northeast corner of a 10.66 acre tract, surveyed this same date as Tract One, being the same called 10.654 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 412, The Official Public Records of Hays County, Texas, and for the southeast corner of the herein described tract;

THENCE with the north line of said 10.66 acre tract, South $84^{\circ}23'34''$ West, a distance of 25.33 feet, (called South $84^{\circ}08'40''$ West, 25.29 feet), to a $\frac{1}{2}$ inch iron rod found for the southeast corner of a 3.18 acre tract surveyed this same date as Tract Two, being the same called 3.169 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, The Official Public Records of Hays County, Texas, and for the southwest corner of the herein described tract;

THENCE with the east line of said 3.18 acre tract the following two (2) courses:

- 1) North $30^{\circ}57'23''$ West, a distance of 200.13 feet, (called North $31^{\circ}09'57''$ West, 200.34 feet), to a $\frac{1}{2}$ inch iron rod found;
- 2) North $13^{\circ}38'34''$ West, a distance of 249.77 feet, (called North $13^{\circ}54'32''$ West, 250.22 feet), to a $\frac{1}{2}$ inch iron rod found in said south right-of-way line of US Highway 290, for the northeast corner of said 3.18 acre tract and for the northwest corner of the herein described tract;

THENCE with said south right-of-way line of US Highway 290 the following two (2) courses:

- 1) North $86^{\circ}32'41''$ East, a distance of 128.19 feet, (called North $86^{\circ}33'00''$ East, 128.40 feet), to a $\frac{1}{2}$ inch iron rod found;
- 2) South $81^{\circ}24'34''$ East, a distance of 54.94 feet, (called South $81^{\circ}22'28''$ East, 54.44 feet), to the POINT OF BEGINNING, and containing 1.17 acres of land.

ETJ2023-0024

A TRACT OF LAND CONTAINING 3.79 ACRES (165,093 SQUARE FEET), SITUATED IN THE ANTHONY G. DAVY SURVEY NO. 38, IN HAYS COUNTY, TEXAS AND BEING THAT SAME TRACT RECORDED IN VOLUME 3783, PAGE 694 OF THE HAYS COUNTY DEED RECORDS (H.C.D.R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS ARE BASED IN VOLUME 3783, PAGE 694 H.C.D.R.)

BEGINNING at a 1/2 inch iron rod found in the westerly right-of-way (R.O.W.) line of Ranch Road No. 12 marking the northeasterly corner of the herein described tract and the southeasterly corner of a certain called 139.16 acre tract recorded in Volume 765, Page 62 H.C.D.R.;

THENCE, S 31° 16' 43" W, along with the westerly R.O.W. line of said Rauch Road No. 12 and the easterly line of the herein described tract, a distance of 150.08 feet to a 1/2 inch iron rod found marking the southeasterly corner of the herein described tract and the northeasterly corner of a certain called 5.79 acre tract recorded in Volume 3808, Page 845 H.C.D.R.;

THENCE, N 81° 20' 22" W, along the common south line of the herein described tract with the north line of said 5.79 acre tract, a distance of 650.27 feet to a 1/2 inch iron rod found marking the southwesterly corner of the herein described tract and the northwesterly corner of said 5.79 acre tract, said corner also being in the easterly line of aforesaid 139.16 acre tract;

THENCE, N 31° 17' 11" E, along the common westerly line of the herein described tract with the easterly line of said 139.16 acre tract, a distance of 400.03 feet to a 1/2 inch iron rod found marking the northwesterly corner of the herein described tract and an interior corner of said 139.16 acre tract;

THENCE, S 58° 44' 04" E, along the common northerly line of the herein described tract with the southerly line of said 139.16 acre tract, a distance of 600.20 feet to the POINT OF BEGINNING containing 3.79 acres of land.



GEORGE J. GALE
Professional Land Surveyor, No. 4678
January 25, 2019
Job No. SA2019-01046

ETJ2023-0025

4.00 ACRES
BENJAMIN F. HANNA SURVEY, A-222
HAYS COUNTY, TEXAS

EXHIBIT "A"

DESCRIPTION OF A 4.00 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN HANNA SURVEY, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 4.0 ACRE TRACT OF LAND DESCRIBED IN VOL. 2204, PG. 213, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TX (OPRHCTX); SAID 4.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 4.0 acre tract, same point being at the southwest corner of a called 3.5 acre tract of land described in Instrument No. 20004292, OPRHCTX, same point also being on the east line of Lot 4, Mountain Oaks, a subdivision recorded in Vol. 9, Pg. 232, Plat Records, Hays County, TX;

THENCE N 89°56'46" E, with the north line of said 4.0 acre tract and the south line of said 3.5 acre tract, a distance of 490.26 feet, to a 1/2-inch iron rod found for the northeast corner of said 4.0 acre tract, same point being on the centerline of a 50-foot wide road easement (Farrell Lane) described in 2204, Pg. 213, OPRHCTX;

THENCE S 00°03'14" E, with the east line of said 4.0 acre tract and the centerline of Farrell Lane, a distance of 360.20 feet, to a 1/2-inch iron rod found for the southeast corner of said 4.0 acre tract, same point being at the northeast corner of a called 2.54 acre tract of land described in Instrument No. 20011435;

THENCE S 89°52'22" W, with the south line of said 4.0 acre tract and the north line of said 2.54 acre tract, a distance of 477.06 feet, to a 1/2-inch iron rod found for the southwest corner of said 4.0 acre tract, same point being on the east line of said Lot 4;

THENCE N 02°08'57" W, with west line of said 4.0 acre tract and the east line of said Lot 4, a distance of 361.05 feet, to **POINT OF BEGINNING**, and containing 4.00 acres of land, more or less.

Bearing Basis: Grid North, Texas Coordinate System, NAD 83 (2011), South Central Zone.

Units = US Survey Feet

Surveyed By:

William R. Herring Date
Registered Professional Land Surveyor – No. 6355
Hays County, Texas



Whitecap Survey Company, LLC
P.O. Box 1225
Dripping Springs, Texas
(512) 808-0102
TBPELS Firm No. 10194424

ETJ2023-0027

Legal Description:

Lot 1, 14.396 acres of Minor Plat of Polo Business Park East being 14.396 Acres, more or less, in the E. B. Hargraves Survey, Abstract No. 240 and the Thomas Ford Survey, Abstract No. 176, Hays County, Texas. Hays County Records Instrument Number 21051140.

Lot 1, 13.66 acres of Plat of Polo Business Park West being 13.66 acres, more or less, in the E. B. Hargraves Survey, Abstract No. 240, Hays County, Texas. Hays County Records Instrument Number 19034746.

ETJ2023-0028

Legal Description:

Lot 118A, 2.00 acres of replat of Springlake Lot 118 according to the plat recorded in Doc. No. 18044210 of the Official Public Records of Hays County, Texas

ETJ2023-0029

BEGINNING at a ½ inch iron rod found in the north right-of-way line of U.S. Highway 290 at the southwest corner of that certain (3.00 Acre) tract conveyed to William Donald Read by deed recorded in Volume 11830 Page 916 of the Real Property Records of Travis County, Texas, and being the southeast corner of Lot 1, Kenny Hill Addition, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 84 Page 91A of the Plat Records of Travis County, Texas, and being the southwest corner of that certain tract conveyed to Orville John Hoag, Jr, by deed recorded in Document no. 2005144254 of the Official Public Records of Travis County, Texas, and being the southwest corner and Place of Beginning of the herein described tract of land;

THENCE with the westerly line of said Hoag tract, N 11 deg. 07' 27" W 484.26 ft. to a ½ inch iron rod found with plastic cap marked "Carson and Bush Professional Surveyors" in the southwest line of that certain (76.681 Acre) tract conveyed to APB Joint Venture by deed recorded in Volume 10717 Page 941 of the Real Property Records of Travis County, Texas, at the northwest corner of said Read tract, and being the northwest corner of said Hoag tract, and being the northwest corner of this tract, and from which a ½ inch iron rod found at the northeast corner of said Lot 1, Kenny Hill Addition bears N 61 deg. 34' 38" W 6.40 ft.;

THENCE along the remains of an old wire fence with the northeast line of said Hoag tract, S 60 deg. 15' 31" E 286.49 ft. to a ½ inch iron rod found with plastic cap marked "Carson and Bush Professional Surveyors" at the northeast corner of said Hoag tract, and being the northwest corner of that certain (1.090 Acre) tract conveyed to Alantino, Inc. by deed recorded in Document No. 2003038852 of the Travis County Official Public Records, and being the northeast corner of this tract, and from which a 60 D nail found in a fence corner post at the southeast corner of said Read tract bears S 60 deg. 15' 31" E 427.70 ft.;

THENCE crossing the interior of said Read tract with the common line of said Alantino tract and said Hoag tract the following three courses:

- 1) along a chain link fence, S 12 deg. 09' 58" E 183.43 ft. to a ½ inch iron rod found with plastic cap marked "Carson and Bush Professional Surveyors;"
- 2) along a wood fence, S 22 deg. 30' 18" W 50.02 ft. to a ½ inch iron rod found with plastic cap marked "Carson and Bush Professional Surveyors;"
- 3) continuing along the wood fence, S 13 deg. 00' 53" E 63.64 ft. to a spindle found with plastic cap marked "Carson and Bush Professional Surveyors" in the north right-of-way line of U.S. Highway 290 at the southeast corner of this tract, and from which a PK nail found in a large rock at an angle point in the north right-of-way line of U. S. Highway 290 bears N 76 deg. 21' 39" E 216.65 ft.;

THENCE with the north right-of-way line of U S. Highway 290, the following two courses:

- 1) S 76 deg. 21' 39" W 183.85 ft. to a spindle found in an asphalt drive;
- 2) S 78 deg. 20' 51" W 10.71 ft. to the Place of Beginning, containing 1.883 Acre of land.

SURVEYED: August 8, 2007
BY:



Anne Thayer
Registered Professional Land Surveyor No. 5850

refer to survey plat B647022



ETJ2023-0031

DESCRIPTION OF A 3.35 ACRE TRACT OF LAND SITUATED IN THE SFIW CO. SURVEY NO. 1, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 3.35 ACRE TRACT OF LAND CONVEYED TO RICHARD N. BROWN AND WIFE, K. JO BROWN IN VOL. 1279, PG. 486 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCTX); SAID 3.35 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod found for the northeast corner of said 3.35 acre tract, same point being an interior ell corner of a called 10.00 acre tract of land conveyed to Cavallo D'Acciaio, LLC in Vol. 4201, Pg. 196, OPRHCTX, same point being the northeast corner of the tract described herein and the POINT OF BEGINNING;

THENCE S 00°19'14" E, with the east line of said 3.35 acre tract and a southwesterly line of said 10.00 acre tract, a distance of 472.33 feet, to a 1-inch iron pip found for a southeasterly corner of said 3.35 acre tract and the most southerly southwest corner of said 10.00 acre tract, same point being a northwesterly corner of a called 13.12 acre tract of land conveyed to Kenneth Erwin and Donna P. Barnett-Erwin, Husband and Wife, in Instrument No. 1602597, OPRHCTX;

THENCE, with the common line of said 3.35 acre tract and said 13.12 acre tract, the following two (2) courses and distances:

S 01°02'56" E, a distance of 10.21 feet, to a 1-inch iron pipe found, and

S 87°42'02" W, a distance of 197.65 feet, to a ½-inch iron rod found for the southwest corner of said 3.35 acre tract and the northwest corner of said 13.12 acre tract, same point being on the east right-of-way line of Trails End (50-foot width right-of-way);

THENCE, with the east right-of-way line of Trails End and the west line of said 3.35 acre tract, the following six (6) courses:

N 24°01'24" W, a distance of 19.16 feet, to a ½-inch iron rod found for a point of curvature,

With a curve to the left, having an arc distance of 91.64 feet, radius of 50.00 feet, a delta of 105°00'50", and a chord which bears N 16°02'47" W, a distance of 79.34 feet, to a 5/8-inch iron rod with plastic cap stamped "Whitecap RPLS 6355" set for a point of revers curvature,

With a curve to the right, having an arc distance of 27.81 feet, a radius of 35.37 feet, a delta of 45°02'47", and a chord which bears N 45°54'39" W, a distance of 27.10 feet, to a ½-inch iron rod found for a point of tangency,

N 23°28'28" W, a distance of 54.78 feet, to a 5/8-inch iron rod with plastic cap stamped "Whitecap RPLS 6355" set for a point of curvature,

With a curve to the left, having an arc distance of 101.69 feet, a radius of 1,456.82 feet, a delta of 03°59'58", and a chord which bears N 25°32'28" W, a distance of 101.67 feet, to a calculated point for a point of tangency, from which a ½-inch iron rod found (leaning) bears S 82°58'20" E, a distance of 0.58 feet, and

N 27°30'17" W, a distance of 243.65 feet, to a ½-inch iron rod found for the northwest corner of said 3.35 acre tract and a westerly corner of said 10.00 acre tract;

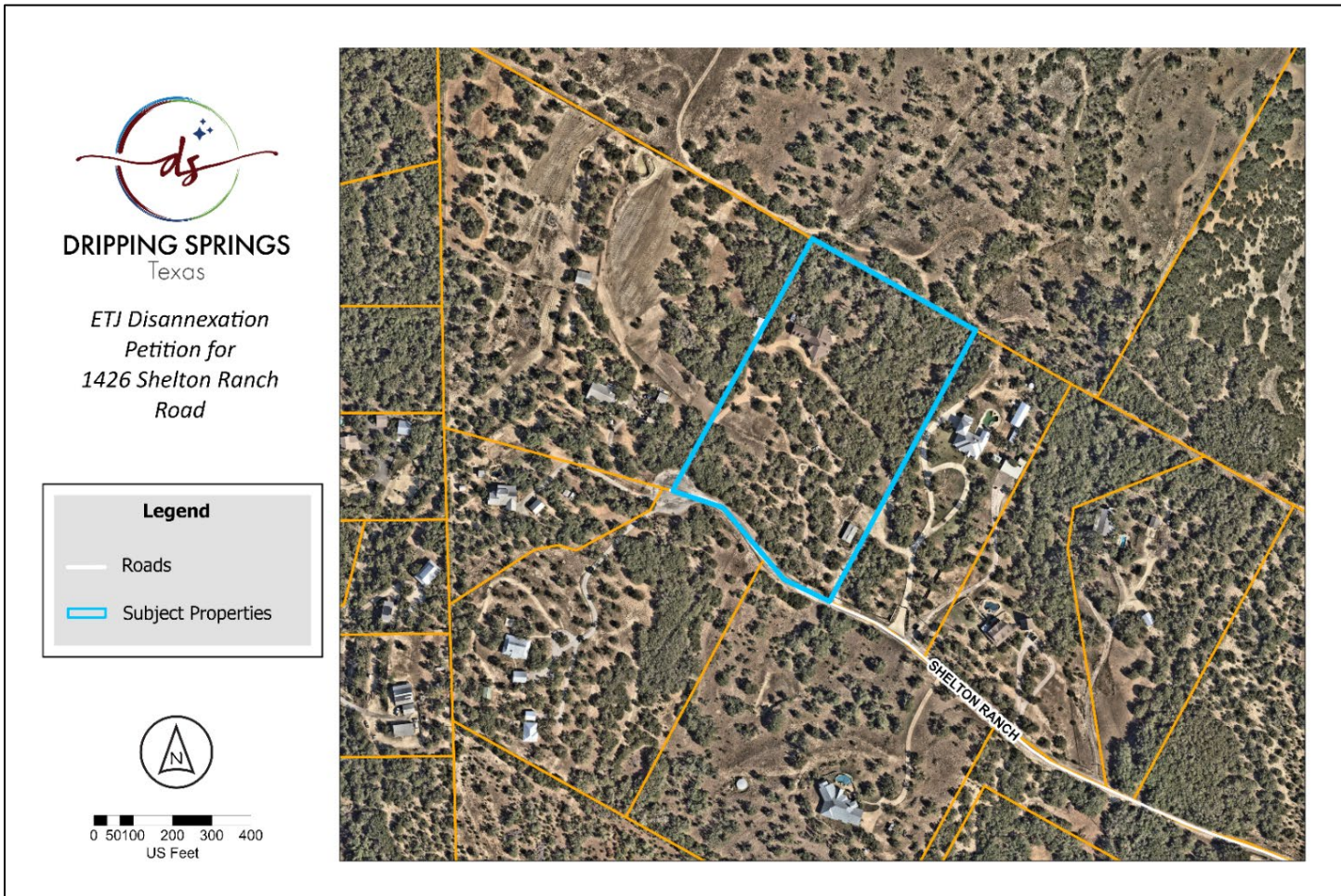
THENCE, with the north line of said 3.35 acre tract and a northerly line of said 10.00 acre tract, the following four (4) courses and distances:

N 61°41'01" E, a distance of 10.36 feet, to a 1-inch iron pipe found,

N 88°22'17" E, a distance of 120.24 feet, to a 1-inch iron pipe found,

N 88°06'15" E, a distance of 115.16 feet, to a ½-inch iron rod found, and

N 87°32'37" E, a distance of 177.79, to the POINT OF BEGINNING, and containing 3.35 acres of land, more or less.



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0010	Melanie & Daniel Haberman	N/A	1426 Shelton Ranch Road	8.056 acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Tax ID

R16136

Legal Description

A0289 GEORGE W LINDSAY SURVEY, ACRES 8.056

Metes and Bounds

[DOCUMENT BELOW]

STATE OF TEXAS
COUNTY OF HAYS

8.20 ACRES
G.W. LINDSAY SURVEY

A DESCRIPTION OF A 8.20 ACRE TRACT OF LAND OUT OF THE GEORGE W. LINDSAY SURVEY NO.138, HAYS COUNTY, TEXAS, SAID 8.20 ACRES BEING OUT OF A CALLED 13.216 ACRE TRACT OF LAND CONVEYED TO FRANKIE L. FINDLAY, JR. AND MARY F. FINDLAY, RECORDED IN DOCUMENT NO. 9925597, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 8.20 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2 inch iron rod set in the centerline of Shelton Ranch Road, a 50 foot wide road easement recorded in Volume 271, Page 224, Deed Records of Hays County, Texas, said iron rod being the most westerly southwest corner of said Findlay 13.216 acre tract and being on the east line of a called 13.94 acre tract conveyed to Bruce S. Altman, Jr. in Volume 314, Page 338, Deed Records of Hays County, Texas, for the most westerly southwest corner of the herein described tract;

-THENCE N 29°55'32" E, with east line of said Altman 13.94 acre tract and the west line of said Findlay 13.216 acre tract, passing a 1/2 inch iron rod found at 25.57 feet and continuing for a total distance of 746.27 feet to a 1/2 inch iron rod found for the most northerly corner of said Findlay 13.216 acre tract and the most easterly northeast corner of said Altman 13.94 acre tract, said iron rod being in the south boundary line of a called 198.75 acre tract of land conveyed to Zelle Petmeky in Volume 294, Page 555, Deed Records of Hays County, Texas;

-THENCE S 60°21'00" E, with the northerly line of said Findlay 13.216 acre tract and the south line of said Petmeky 198.75 acre tract, a distance of 477.88 feet to a 1/2 inch iron rod with cap set for the most easterly northeast corner of the herein described 8.20 acre tract;

-THENCE S 29°34'13" W, crossing said Findlay 13.216 acre tract, a distance of 792.78 feet to a mag nail set in the centerline of Shelton Ranch Road for the most southerly southeast corner of the herein described 8.20 acre tract;

THENCE with the centerline of Shelton Ranch Road and the southerly line of said Findlay 13.216 acre tract the following five (5) courses and distances:

- 1) N 65°56'17" W, a distance of 21.64 feet to a mag nail found for the beginning of a curve to the right;
- 2) with the arc of a curve to the right, a distance of 78.13 feet, said curve having a radius of 149.20 feet, and a chord bearing of N 51°03'50" W, a chord distance of 77.24 feet to a 60d nail found for the end of said curve;

September 3, 2023


City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

To Whom It May Concern:

Pursuant to the effective date of SB 2038 (2023), please consider this my request to have my property, identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated, and my property fell within the ½ mile statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement.

My property is located at 1426 Shelton Ranch Road and is also known by its legal description of A0289, George W. Lindsey Survey, 8.056 acres, Hays County, Texas. The HaysCAD Property ID # is R16136.

Please find attached to this letter a copy of my survey and deed(s). This property is owned by Daniel and Melaine Haberman; the mailing address of record is 1426 Shelton Ranch Road, Dripping Springs, Texas 78620.



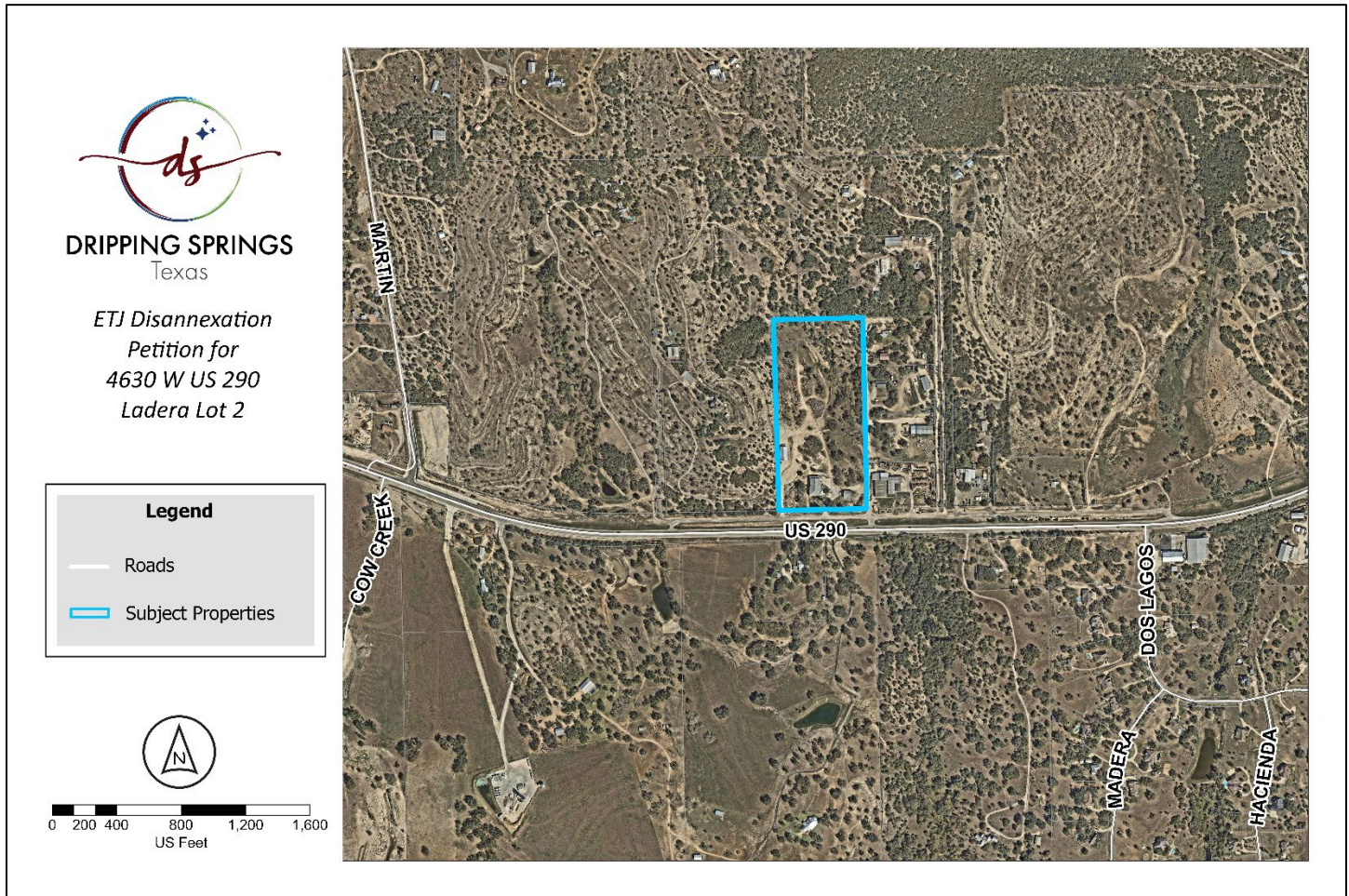
Daniel Haberman

9-5-2023
Date



Melaine Haberman

9-5-2023
Date



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0013	Persaud Rajendra N	Ladera Lot 2	4630 W US 290	11.5 acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Tax ID

R190417

Legal Description

LADERA, Lot 2B, ACRES 11.5, *REPLAT OF LOT 2*

Metes and Bounds

BEGINNING at a ½" inch iron rod found in the north right of way line of US Highway 290 as described in a deed from Charles H. Senour and wife to the State of Texas as recorded In Volume 108, Pages 284-285 of the Deed Records of Hays County, Texas, said iron rod being the southwest corner of Lot 3A of the Amended Plat of a Portion of Lot 3 Ladero as recorded In Volume 17, Pages 50-51 of the Plat Records of Hays County, Texas, same being the southeast corner of said Lot 2 of the Ladera Subdivision and of the herein described tract;

IHENCE with the said north right of way line of US Highway 290, being common with the south line of Lot 2 Ladera S 88°52'44" W for a distance of 542.75 feet to a ½" inch iron found monumenting the southeast corner Lot 1 of Ladera Subdivision, the southwest corner of said Lot 2 and of the herein described tract;

THENCE departing the said north right of way line of US Highway 290 with the west line of said Lot 2 being common in part with the east line of Lot 1 N 01°40'49" W passing at a distance of 935.23 feet the called northeast corner of Lot 1 same being the southerly southeast corner of Lot 4 Ladera Subdivision, continuing with the east line of Lot 4 for a total distance of 1185.08 feet to a ½" Inch Iron rod found being on interior "ell" corner of Lot 4 the northwest corner of said Lot 2 and of the herein described tract;

THENCE continuing in part with a south line of Lot 4 being the north line of said Lot 2 N 88°51'52" E passing at a distance of 160.00 feet the call easterly southeast corner of Lot 4 same being the coll westerly southwest corner of Lot 5 Ladera Subdivision, in all for a total distance of 559.76 feet to a ½" inch iron rod found monumenting the northeast corner of said Lot 2 and the northwest corner of Lot 3 Ladera Subdivision;

THENCE with the east line of said Lot 2 being common in part with the west line of Lot 3 Ladero and of Lot 3A of the Amended Plat of a Portion of Lot 3 S 00°51'29" E passing at a distance of 901.18 feet an iron rod with cap found monumenting the northwest corner of said Lot 3A, in ell for a total distance of 1185.17 feet to the POINT OF BEGINNING of the herein described tract and containing 15.00 acres of land more or less.

September 3, 2023

City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

To Whom It May Concern:

Pursuant to the effective date of SB 2038 (2023), please consider this my request to have my property, identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated, and my property fell within the ½ mile statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement.

My property is located at 4630 W Hwy 290 and is also known by its legal description of Ladera Subdivision, Lot 2B, Hays County, Texas. The HaysCAD Property ID # is R190417.

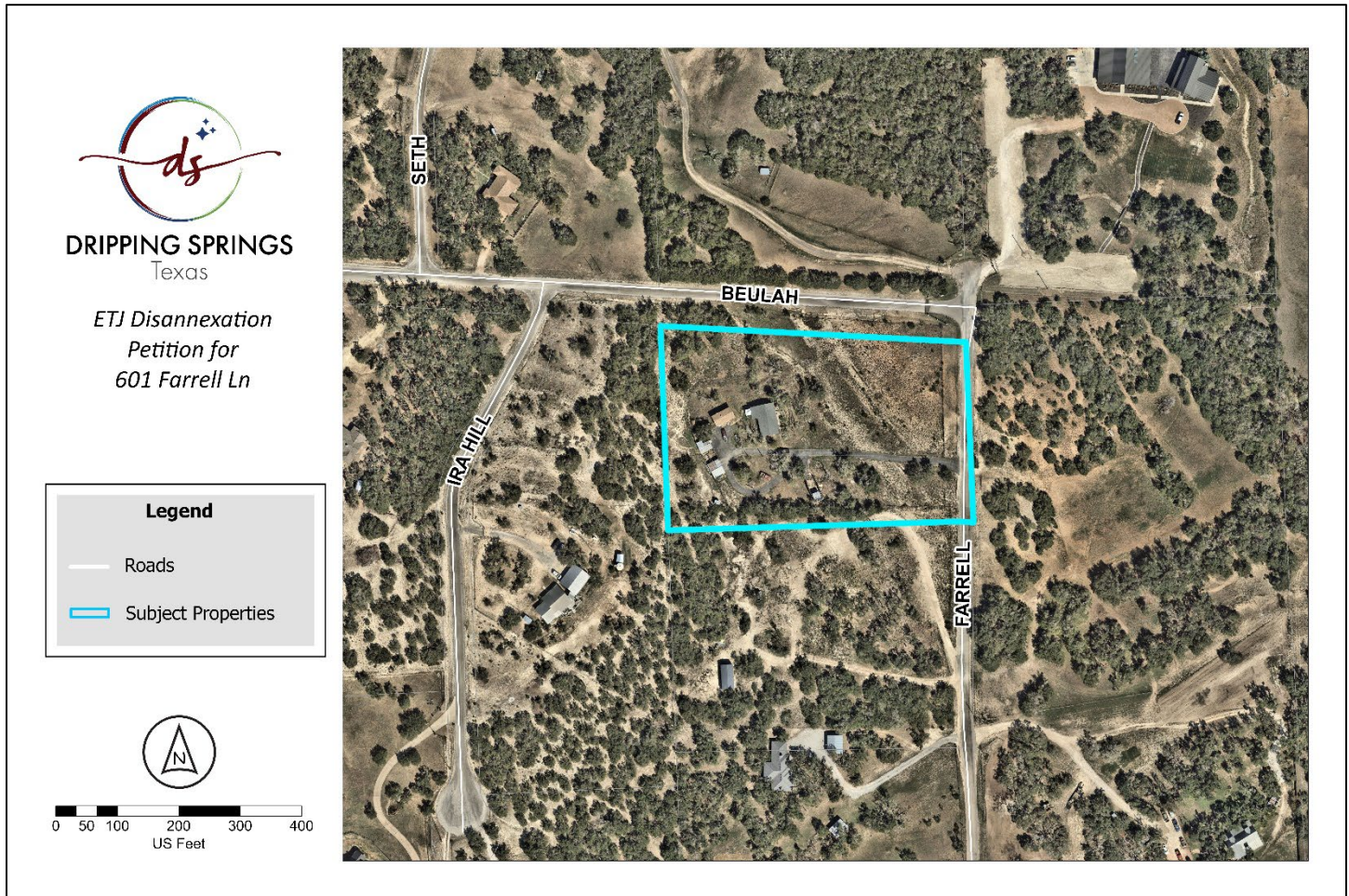
Please find attached to this letter a copy of my survey and deed(s). This property is owned by Rajendra Persaud; the mailing address of record is PO Box 1789, Dripping Springs, Texas 78620.



Rajendra Persaud

09/05/23

Date



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0015	Benally	N/A	601 Farrell Ln	3.5 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Tax ID

R15000

Legal Description

A0222 BENJAMIN F HANNA SURVEY, SERIAL PH051473A, TITLE # CARE, LABEL # TEX0253089, ACRES 3.5, MODEL PALM HARBOR

Metes and Bounds

BEGINNING at a nail found at the southeast corner of said 3.50 acre tract, the northeast corner of that certain tract of land conveyed to Allan Q. Jones and recorded in Volume 404, Page 308, Deed Records of Hays County, Texas, the west line of that certain 12.01 acre tract of land described in Volume 300, Page 217, Deed Records of Hays County, Texas, and being also in the centerline of Farrell Lane, a 50.00 foot right-of-way, for the southeast corner of the herein described tract;

THENCE N 89°59' 18" W, along the south line of said 3.50 acre tract and the north line of said Jones tract, at 24.96 feet pass an iron rod found for reference in the west line of said Farrell Road, continuing for a total distance of 490.46 feet to an iron rod found at the southwest corner of said 3.50 acre tract, the northwest corner of said Jones tract and being in the east line of that certain 327.5 acre tract of land recorded in Volume 184, Page 254, Deed Records of Hays County, Texas, for the southwest corner of the herein described tract.

THENCE N 01°59'36" W (Bearing Basis), with the west line of said 3.50 acre and the east line of said 327.5 acre tract, a distance of 322.01 feet to an iron rod found at the northwest corner of said 3.50 acre tract, the northeast corner of said 327.5 acre tract and the southwest corner of that certain 0.6941 acre tract recorded in Volume 1069, Page 648, Official Public Records of Hays County, Texas, for the northwest corner of the herein described tract;

THENCE S 86°36' 17" E, with the north line of said 3.50 acre tract and the south line of said 0.6941 acre tract, a distance of 502.89 feet to an iron rod found at the northeast corner of said 3.50 acre tract, the southeast corner of said 0.6941 acre tract, in the west line of said 12.01 acre tract and being in the centerline of said Farrell Road, for the northeast corner of the herein described tract;

THENCE S 00°04'00" W, with the east line of said 3.50 acre tract, the west line of said 12.01 acre tract and the centerline of said Farrell Road, a distance of 292.13 feet to the POINT OF BEGINNING, containing 3.50 acres of land.

Bearing Basis is the west line of the herein described 3.50 acre tract having a bearing of N 01°59'36" W.

petition for removal from ETJ

October 13th 2023

City of Dripping Springs
Attn: Warlan Rivera
511 Mercer Street
Dripping Springs, Texas 78620

To Whom It May Concern:

Pursuant to the effective date of SB 2038 (2023), please consider this letter my request to have my property, identified as follows, dis-annexed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ).

My property is located at 601 Farrell Lane, Dripping Springs and is also known by it's legal description as
A0222 BENJAMIN F HANNA SURVEY, SERIAL PH051473A, TITLE # CARE, LABEL # TEX0253089,
ACRES 3.5, MODEL PALM HARBOR.

Please find attached to this letter a copy of my survey and deed. This property is owned by myself,
Georgina Benally.



Georgina Benally

10/13/2023

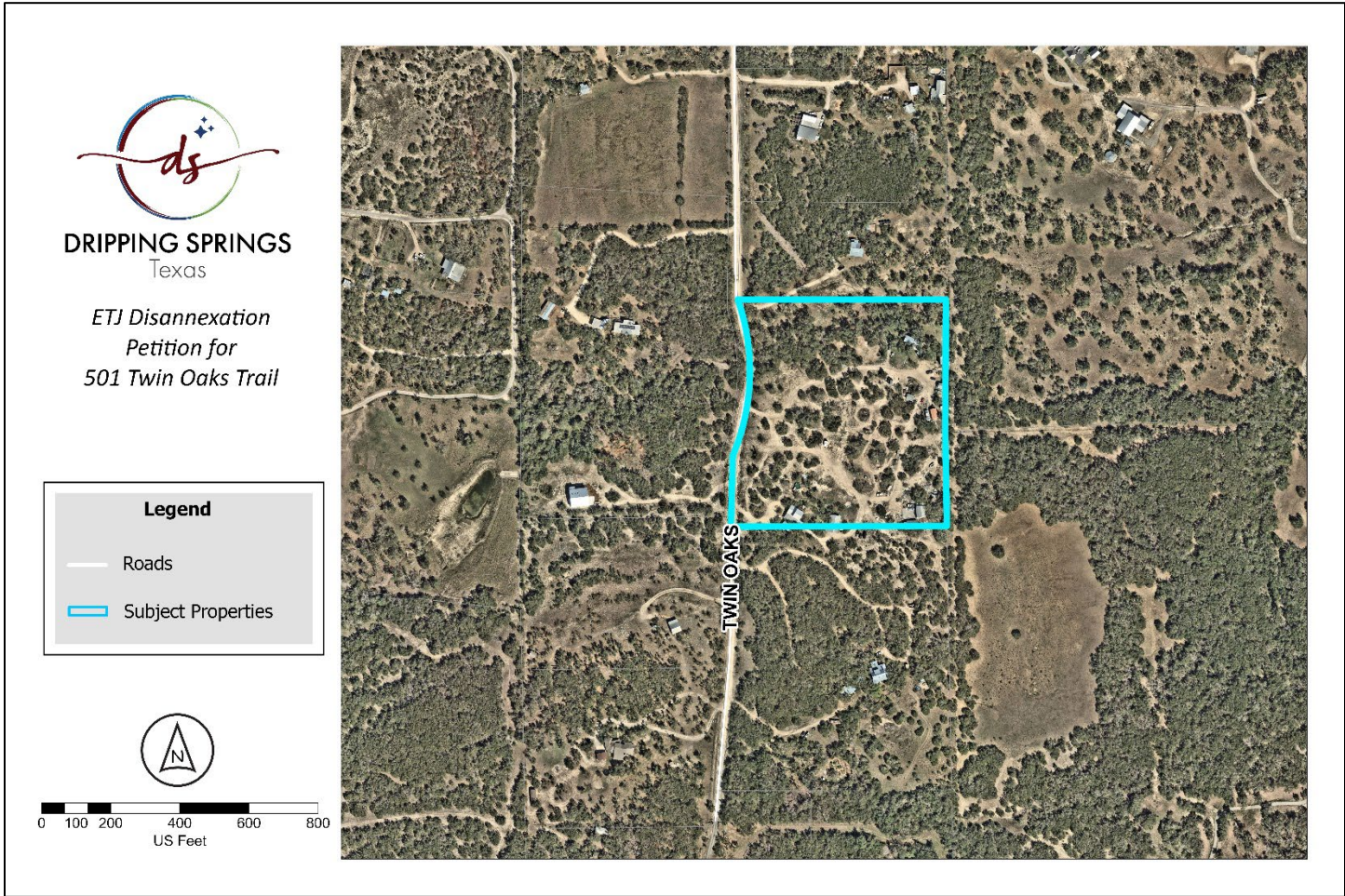
Date

City of Dripping Springs

OCT 16 2023

Rec'd by City Secretary

CBG



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0016	Roger Hall	N/A	501 Twin Oaks Trail	8.92 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Tax ID

R14166

Legal Description

ABS 170 N PT TR 9 J B ELLIOTT SURVEY 2.93 AC GEO#90400516

Metes and Bounds

[DOCUMENT BELOW]

Exhibit "A"

DESCRIPTION OF 8.945 ACRES, MORE OR LESS, OF LAND AREA, IN THE J. B. ELLIOTT SURVEY, ABSTRACT NO. 170 AND THE J. E. SPROUSE SURVEY, ABSTRACT NO. 603, HAYS COUNTY, TEXAS, AND BEING ALL OF THAT TRACT DESCRIBED AS 8.94 ACRES IN A CONTRACT OF SALE FROM BENNY RAY BREED ET UX TO GEOFFREY MENKE ET UX, DATED MARCH 3, 1981 AND RECORDED IN VOLUME 355, PAGE 145 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60d nail found in the common east line of Lot 1, Roadrunner Ridge as recorded in Volume 16, Page 172 of the Hays County Plat Records and the centerline of that 50 foot wide ingress-egress easement recorded in Volume 355, Page 145 of the Hays County Deed Records, for the common southwest corner of the Menke 8.94 acre tract and the northwest corner of that tract described as 12.04 acres in a deed from Robert Kennerly Wark, III to Deborah Lynn Wark, dated October 5, 1992 and recorded in Volume 961, Page 497 of the Hays County Official Public records, from which a ½" iron rod found for an angle point in the common west line of the Wark tract and the east line of Lot 1, Roadrunner Ridge bears S 00°14'57"W 214.10 feet;

THENCE leaving the Wark tract and the **PLACE OF BEGINNING** as shown on that plat numbered 28022-21-2-b dated December 30, 2021 as prepared for Juanita Hall by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of the Menke tract, the east line of Lot 1, Roadrunner Ridge and its extension and the centerline of the 50 foot wide ingress-egress easement, N 00° 11' 44" E 233.38 feet to a 60d nail set with an aluminum washer stamped "Byrn Survey, pass at 99.63 feet a ½" iron rod found for the common northeast corner of Lot 1, Roadrunner Ridge and the southeast corner of that tract described as 12.043 acres in a deed from Alexander C. Huk to Ian Brook, dated November 12, 2021 and recorded in Hays County Instrument Number 21063457 of the Hays County Official Public records;

THENCE with the common west line of the Menke tract, the east line of the Brook tract and the centerline of the 50 foot wide ingress-egress easement, the following two courses:

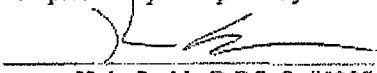
1. N 09° 51' 31" E 293.73 feet to a ½" iron rod found, and
2. N 10° 37' 17" W 116.78 feet to a ½" iron rod found for the common northwest corner of the Menke tract and the southwest corner of that tract described as 4.00 acres in a deed from Darby Riley et al to William Lewis Bailey et ux, dated October 7, 1996 and recorded in Volume 1266, Page 576 of the Hays County Official Public records, from which a 60d nail found for an angle point in the common west line of the Bailey tract and the east line of the Brook tract bears N 10°47'34"W 91.04 feet;

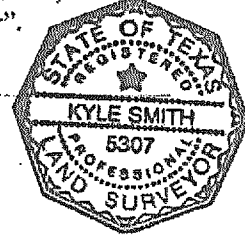
THENCE leaving the Brook tract and the centerline of the 50 foot wide ingress-egress easement, N 89° 11' 25" E 596.59 feet to a ½" iron rod found in the west line of that tract described as 78.13 acres in a deed from Linda E. Davenport and Larry A. Brewer to The Kinley Revocable Living Trust, dated February 20, 2019 and recorded in Hays County Instrument Number 19005112 of the Hays County Official Public Records, for the common southeast corner of the Bailey tract and the northeast corner of the Menke tract, pass at 25.37 feet a ½" iron rod set;

THENCE leaving the Bailey tract, with the east line of the Menke tract, S 00° 48' 35" E 637.29 feet to a ½" iron rod set for the common southeast corner of the Menke tract and the northeast corner of the previously mentioned Wark tract, pass at 314.17 feet the common occupied southwest corner of the

Kinley Revocable Living Trust tract and the northwest corner of that tract described as 99.74 acres in a deed from W. E. McNair et al to Richard R. Nelson et ux, dated May 6, 1983 and recorded in Volume 393, Page 812 of the Hays County Deed Records;

THENCE leaving the Nelson tract, with the common south line of the Menke tract and the north line of the Wark tract, **S 89° 12' 35" W 635.17 feet** to the **PLACE OF BEGINNING**, pass at 610.16 feet a 5/8" iron rod found. There are contained within these metes and bounds 8.945 acres, more or less, of land area as prepared from public records and a survey made on the ground on December 30, 2021 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Hall, Juanita
 Date: December 30, 2021
 Surv...: Elliott, J.B., A-170
 Sprouse, J.E., A-603
 County: Hays
 Job No: 28022-21-2
 Fnd 8.945 ac.

September 3, 2023

City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

To Whom It May Concern:

Pursuant to the effective date of SB 2038 (2023), please consider this my request to have my property, identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated, and my property fell within the 1/2 mile statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement.


My property is located at 501 Twin Oaks Trail and is also known by its legal description of Abs 170, N. Pt Tr. 9, J.B. Elliott Survey, 2.93 acres, Hays County, Texas. The HaysCAD Property ID # is R14166.

Please find attached to this letter a copy of my survey and deed(s). This property is owned by Roger Hall and Trent Miller; the mailing address of record is 501 Twin Oaks Trail, Dripping Springs, Texas 78620.



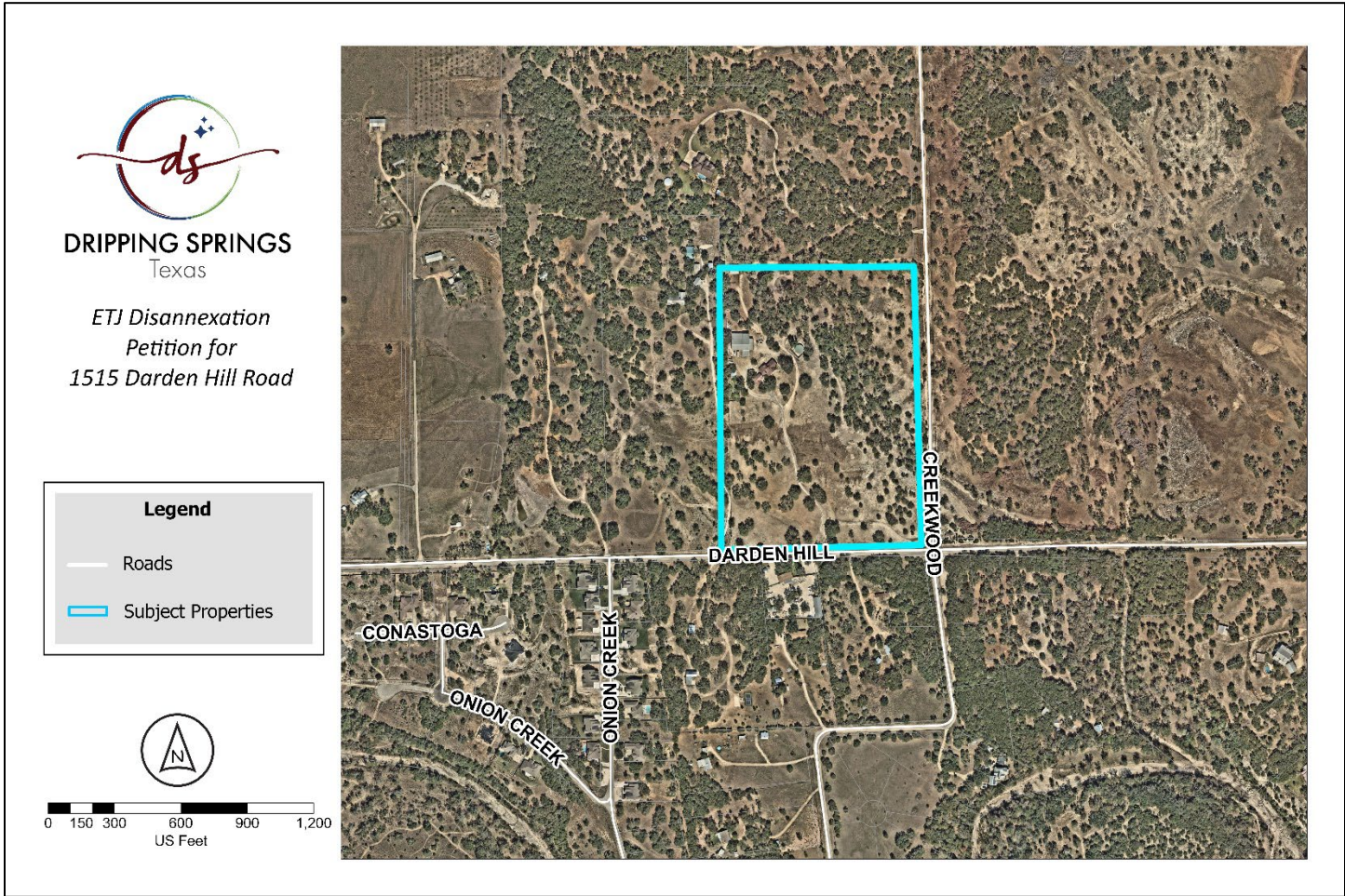
Roger Hall

9-3-23
Date



Trent Miller

9/3/23
Date



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0018	Krenek	N/A	1515 Darden Hill Road	26.05 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Planning Department Staff Report

Item 10.

Tax ID

R33773

Legal Description

LANIER RANCH RESUB LOT 1 F 26.051 AC (1.00 AC HS)

Lot & Block

Replat of Tract 1 of Lanier Ranch Addition – Amended, Tract 1F
Plat recorded in Hays County, Volume 5, Page 278

10/25/2023

City of Dripping Springs
Planning and Development Dept.
511 Mercer Street
Dripping Springs, TX 78620

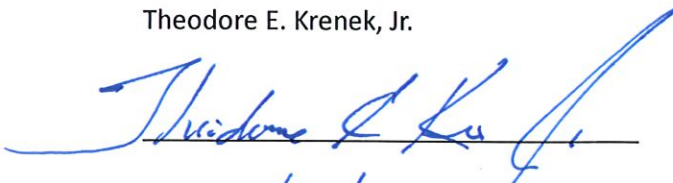
To Whom it May Concern:

Please consider this letter our request to be removed from the City of Dripping Springs ETJ. Our property has not been voluntarily added since our ownership, and I do not believe that it was voluntarily added prior to our ownership in 2009. Senate Bill 2038 allows residents of ETJ's to leave the city's authority through election. We have deed restrictions and HOA guidelines associated with our property that will ensure neighborhood input and approval.

Our address is:

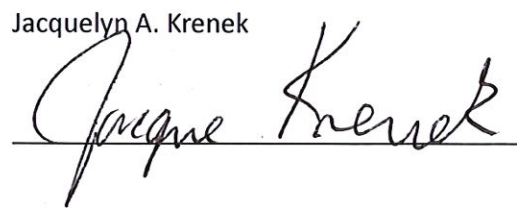
1515 Darden Hill Road
Driftwood, TX 78619
Ref ID: R33773
Lanier Ranch Resub Lot 1 F 26.051 AC (1.00 AC Homestead)
Abstract/Subdivision S4697 – Lanier Ranch

Theodore E. Krenek, Jr.



10/25/2023

Jacquelyn A. Krenek





Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0020	Brook	N/A	400 Twin Oaks Trail	12.05 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Tax ID

R14165

Legal Description

A0170 A0170 - J B Elliott Survey, ACRES 12.05

Metes and Bounds

[DOCUMENT BELOW]

Exhibit "A"

STATE OF TEXAS
COUNTY OF HAYS

12.06 ACRES

A DESCRIPTION OF A 12.06 ACRE TRACT OF LAND OUT OF THE J.B. ELLIOTT SURVEY, ABSTRACT NO. 170 AND THE J.E. SPROUSE SURVEY, ABSTRACT NO. 603, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 12.05 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THAD G. BUMSTEAD AND SANDY L. BUMSTEAD RECORDED IN VOLUME 1412, PAGE 489, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AS LATER CONVEYED AS 12.06 ACRES TO ALXANDER C. HUK AND JANE M. HUK IN VOLUME 3960, PAGE 299, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 12.06 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 5/8 inch iron rod found for the northwest corner of said Huk 12.06 acre tract, said iron rod being the southwest corner of a called 10.0 acre tract of land described as Tract 3A, Addendum to Contract of Sale, Page One as conveyed to Eileen and Geoffrey Menke recorded in Volume 355, Page 145, Deed Records of Hays County, Texas, said iron rod being in the east line of a called 1.0 acre tract of land described in a deed to David and Karen Smith recorded in Volume 363, Page 828, Deed Records of Hays County, Texas;

THENCE N 89°54'17"E, with the north line of said Huk 12.06 acre tract and the south line of said Menke 10.0 acre tract, passing a 5/8 inch iron rod found on the west right of way of a 50 foot wide road easement known as Twin Oaks Trail as recorded in Volume 357, Page 316, Deed Records of Hays County, Texas at 597.02 feet and continuing for a total distance of 622.20 feet to a 1/2 inch iron rod found for the northeast corner of said Huk 12.06 acre tract, same being the southeast corner of said Menke 10.0 acre tract, said nail being in the centerline of said 50 foot wide road easement (Twin Oaks Trail), said nail being in the west line of a remainder V.L.B. tract recorded in Volume 338, Page 662, Deed Records of Hays County, Texas, said nail also being in the west line of a called 10.0 acre tract of land described in a deed to Eileen and Geoffrey Menke known as an Addendum to Contract of Sale, Page Three for the northeast corner of the herein described 12.06 acre tract;

THENCE with the centerline of said 50 foot road easement and the east line of said Huk 12.06 acre tract, the following four (4) courses and distances;

1) S 00°15'43"E, passing at approximately 7 feet the northwest corner of a called 4.0 acre tract of land described in a deed to William and Lisa Bailey recorded in Volume 1266, Page 576, Official Public records of Hays County, Texas, for a total distance of 203.04 feet to a 60d nail set,

Exhibit "A"
Page 1 of 2

- 2) S 10°01'16"E, passing at approximately 91 feet the southwest corner of said Bailey 4.0 acre tract, same being the southwest corner of said Menke 10.0 acre tract (Page Three Tract), same being the northwest corner of a called 8.94 acre tract described as Addendum to Contract of Sale, Page Two as described in a deed to Eileen and Geoffrey Menke recorded in Volume 355, Page 145, Deed Records of Hays County, Texas and continuing for a total distance of 207.97 feet to a ½ inch iron rod found,
- 3) S 10°30'26"W, continuing a distance of 294.00 feet to a mag nail set, and
- 4) S 00°56'55"W, continuing for a distance of 133.38 feet to a ½ inch iron rod found in the west line of said Menke 8.94 acre tract, said iron rod being the southeast corner of said Huk 12.06 acre tract and the northeast corner of a tract of land conveyed to Hubert F. Weitzel, Jr. recorded in Volume 324, Page 575, Deed Records of Hays County, Texas for the southeast corner of the herein described 12.06 acre tract;

THENCE S 89°55'25"W, leaving the centerline of said 50 foot wide road easement, passing at 24.97 feet a 5/8 inch iron rod found on the west line of said 50 foot wide road easement and continuing for a total distance of 613.40 feet to a ½ inch iron rod found for the northwest corner of said Weitzel, Jr. tract, said iron rod being the southwest corner of said Huk 12.06 acre tract, same being the southwest corner of the herein described 12.06 acre tract, said iron rod being near the east line of Tract II, a called 18.68 acre tract of land described in a deed to Aaron and Letisha Scharff recorded in Volume 2972, Page 805, Official Public Records of Hays County, Texas;

THENCE N 0°41'00"E, (Bearing Basis) with the west line of said Huk 12.06 acre tract, passing a ½ inch iron rod found at 318.18 feet and 0.87 feet east for the northeast corner of said Scharff 18.68 acre tract, said iron rod being the southeast corner of a called 4.93 acre tract described in a deed to David and Terry Martinez, passing at approximately 618 feet the northwest corner of said Martinez 4.93 acre tract, being at or near the southeast corner of said David and Karen Smith 1.0 acre tract, for a total distance of 830.11 feet, to the **POINT OF BEGINNING**, containing 12.06 acres of land.

Exhibit "A"
Page 2 of 2

September 3, 2023

City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

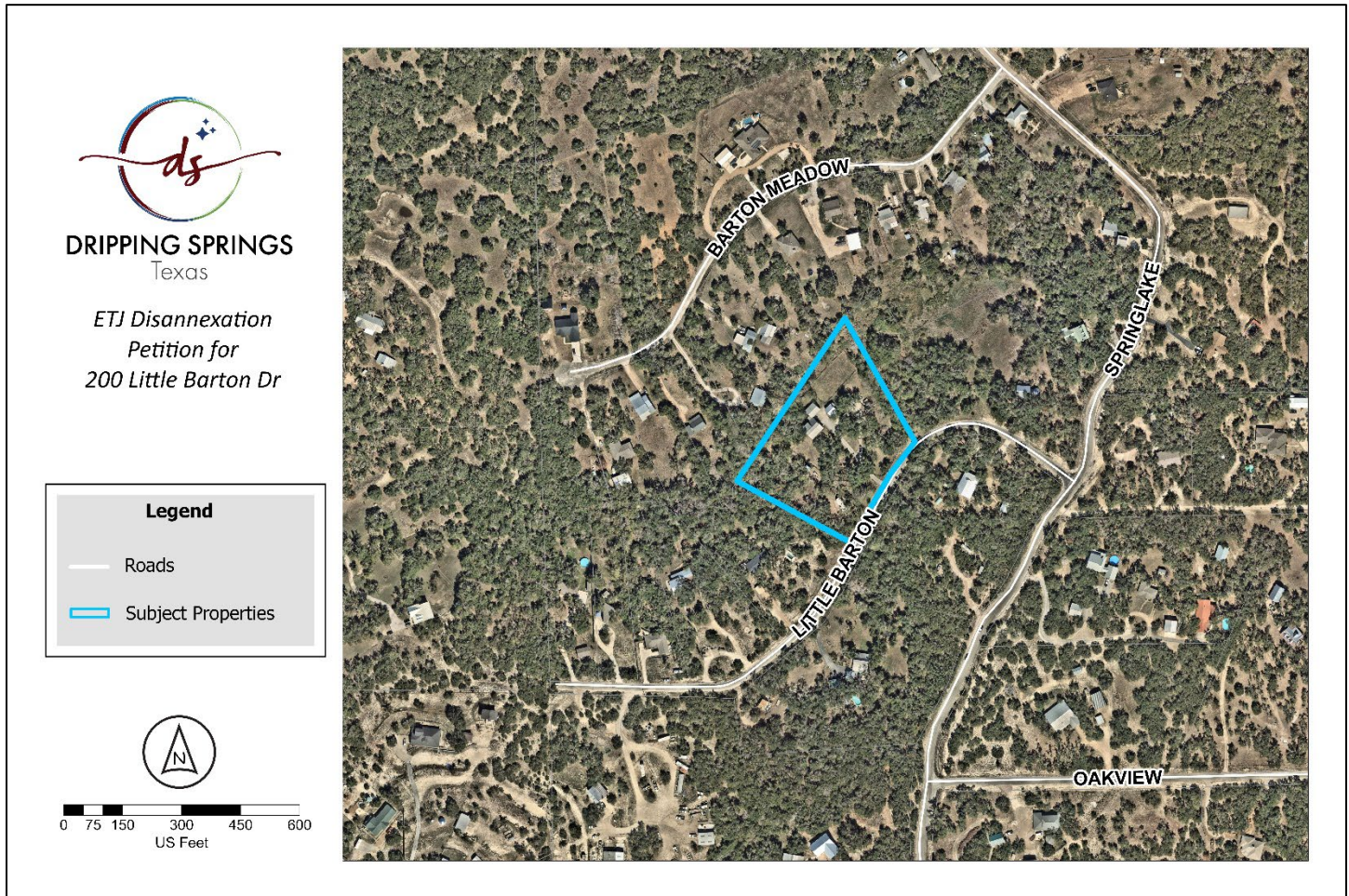
To Whom It May Concern:

Pursuant to the effective date of SB 2038 (2023), please consider this my request to have my property, identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated, and my property fell within the ½ mile statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement.

My property is located at 400 Twin Oaks Trail and is also known by its legal description of Abs 170, J.B. Elliott Survey, 12.05 acres, Hays County, Texas. The HaysCAD Property ID # is R14165.

Please find attached to this letter a copy of my survey and deed(s). This property is owned by Ian Brook; the mailing address of record is 400 Twin Oaks Trail, Dripping Springs, Texas 78620.

Ian Brook 9/7/23
Ian Brook Date



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0021	Womack	N/A	200 Little Barton Drive	2.95 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Tax ID

R43110

Legal Description

SPRINGLAKE, LOT 24-25-26, ACRES 2.82

Metes and Bounds

[DOCUMENT BELOW]

SURVEY NO. 951292

1173 596

FIELD NOTES OF 2.99 ACRES OF LAND
OUT OF THE GEORGE W. LINDSAY SURVEY
A/K/A LOTS 24, 25 & 26, SPRINGLAKE,
HAYS COUNTY, TEXAS

BEING ALL OF THAT 2.99 ACRES OF LAND, MORE OR LESS, OUT OF THE GEORGE W. LINDSAY SURVEY IN HAYS COUNTY, TEXAS, ALSO KNOWN AS LOTS 24, 25 & 26 OF SPRINGLAKE, AN UNRECORDED SUBDIVISION IN HAYS COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS 2.993 ACRE IN A WARRANTY DEED FROM WARDLOW TO KNUTSON & HUDDLESTON RECORDED IN VOLUME 966, PAGE 41 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, HAVING BEEN SURVEYED ON THE GROUND AUGUST 9, 1995, BY SNS ENGINEERING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a spindle found in the center line of a 50 feet wide Roadway Easement recorded in Volume 300, Page 614, Volume 328, Page 206 and Volume 458, Page 86 of the Deed Records of Hays County, Texas, at the southeast corner of Lot 26 of said Springlake Subdivision, for the Southeast corner of the tract herein described;

THENCE, along the center line of said Roadway Easement, same being the southerly line of said Lots 26, 25 & 24 and the tract herein described, the following Two (2) courses:

1. S 62°57'14" W, for a distance of 5.55 feet to a spindle found,
2. S 30°28'51" W, passing a spindle found at a distance of 78.47 feet at the southwest corner of Lot 26 & the southeast corner of Lot 25, passing another spindle found at a distance of 154.82 feet at the southwest corner of Lot 25 & the southeast corner of Lot 24, for a total distance of 277.87 feet to a spindle found for the Southwest corner of said Lot 24 and the tract herein described, same being the southeast corner of Lot 23 of said Springlake Subdivision;

THENCE, leaving the center line of said Roadway Easement and along the westerly line of said Lot 24 and the tract herein described, same being the easterly line of Lot 23, N 60°03'00" W, passing an iron rod found at a distance of 25.05 feet at the northerly line of said Roadway Easement, for a total distance of 350.66 feet to an iron rod found in the center line of a creek for the Northwest corner of said Lot 24 and the tract herein described;

THENCE, along the center line of said creek, same being the northerly line of said Lots 24, 25 & 26 and the tract herein described, the following Five (5) courses:

1. N 27°51'44" E, for a distance of 99.28 feet to an iron rod found,
2. N 38°10'35" E, for a distance of 24.11 feet to a 60-d nail found at the northeast corner of Lot 24 & the northwest corner of Lot 25,

SURVEY NO. 951292

1173 597

FIELD NOTES OF 2.99 ACRES OF LAND
OUT OF THE GEORGE W. LINDSAY SURVEY
A/K/A LOTS 24, 25 & 26, SPRINGLAKE,
HAYS COUNTY, TEXAS
PAGE TWO

- 3. N 38°37'22" E, for a distance of 178.02 feet to an iron rod found at the northeast corner of Lot 25 & the northwest corner of Lot 26,
- 4. N 38°46'12" E, for a distance of 148.22 feet to an iron rod found,
- 5. N 39°16'10" E, for a distance of 33.86 feet to an iron rod found for the Northeast corner of said Lot 26 and the tract herein described, same being the northwest corner of Lot 27;

THENCE, along the easterly line of said Lot 26 and the tract herein described, same being the westerly line of Lot 27, S 26°57'16" E, passing an iron rod found at a distance of 234.66 feet at the northerly line of said Roadway Easement, for a total distance of 359.74 feet to the POINT OF BEGINNING and containing 2.99 Acres of Land, More or Less.

SNS ENGINEERING, INC.

Leslie Vasterling

Leslie Vasterling,
Registered Professional Land Surveyor #1413



STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me.

Doc# 386122
Pages: 3
Date : 09-07-1995
Time : 03:16:10 P.M.
Filed & Recorded in
Official Records
of Hays County, TX.
RONNIE BARNWELLY
COUNTY CLERK
Rec. \$ 13.00

SEP 7 1995



Ronnie Barnwelly

COUNTY CLERK
HAYS COUNTY, TEXAS

October 30, 2023


City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

To Whom It may Concern:

Pursuant to the effective date of SB 2038 (2023), please consider this my request to have my property, identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated, and my property fell within the 1/2 mile statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement.

My property is located at 200 Little Barton Drive, Dripping Springs, Texas 78620, and is also known by its legal description Springlake Subdivision, Lots 24-25-26, 2.82 acres, Hays County, Texas. The HaysCAD Property ID # is R43110.

Please find attached to this letter a copy of my survey and deed. This property is owned by Russell Womack; the mailing address of record is 200 Little Barton Drive, Dripping Springs, Texas 78620.



Russell Womack

10/30/23
Date



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0022	Weiss	N/A	411 Whitetail Ridge	14.36 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Planning Department Staff Report

Item 10.

Tax ID

R19500

Legal Description

ABS 575 I & G N RR CO 4.35 AC

Metes and Bounds

[DOCUMENT BELOW]

Exhibit "A"

A DESCRIPTION OF A 10.66 ACRE TRACT SITUATED IN THE GALEN CROW ASSIGNEE OF THE L. G. & N. R.R. COMPANY SURVEY NUMBER 575, HAYS COUNTY, TEXAS, BEING THE SAME CALLED 10.654 ACRE TRACT CONVEYED TO CHARLOTTE W. RHODES IN VOLUME 2856, PAGE 412, THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the west line of a called 30 acre tract conveyed to John Emory Forbis in Volume 765, Page 166, The Real Property Records of Hays County, Texas, for the northeast corner of a called 1.77 acre tract conveyed to Robert Judd and for the southeast corner of the herein described tract;

THENCE with the north line of said 1.77 acre tract, North 78°03'44" West, a distance of 148.43 feet, (called North 78°06' West, 148.42 feet), to a ½ inch iron rod found in the east right-of-way line of Whitetail Ridge Road (50 foot roadway easement recorded in Volume 2856, Page 412, The Official Public Records of Hays County, Texas), for the northwest corner of said 1.77 acre tract and for the southwest corner of the herein described tract;

THENCE with said east right-of-way line of Whitetail Ridge Road the following four (4) courses:

- 1) North 02°26'40" East, a distance of 65.90 feet, (called North 02°21' East, 65.85 feet), to a ½ inch iron rod found,
- 2) North 44°14'55" West, a distance of 196.29 feet, (called North 44°19' West, 196.35 feet), to a ½ inch iron rod found,
- 3) North 45°28'44" West, a distance of 121.19 feet, (called North 45°33' West, 121.31 feet), to a ½ inch iron rod found,
- 4) North 04°27'28" West, a distance of 990.92 feet, (called North 04°22' West, 989.30 feet), to a ½ inch iron rod found for the southwest corner of a 3.18 acre tract, surveyed this same date as Tract Two, being the same called 3.169 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, The Official Public Records of Hays County, Texas, and for the northwest corner of the herein described tract;

THENCE with the south line of said 3.18 acre tract the following two (2) courses:

- 1) North 86°22'05" East, a distance of 88.78 feet, (called North 86°00' East, 88.98 feet), to a ½ inch iron rod found,
- 2) North 84°10'39" East, a distance of 312.15 feet, (called North 83°55'55" East, 312.41 feet), to a ½ inch iron rod found for the southwest corner of a 1.17 acre tract surveyed this same date as Tract Three, being the same called 1.170 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, The Official Public Records of Hays County, Texas, for the southeast corner of said 3.18 acre tract and for a point for angle in the north line of the herein described tract;

THENCE with the south line of said 1.17 acre tract, North 84°23'34" East, a distance of 25.33 feet, (called North 84°08'40" East, 25.29 feet), to a ½ inch iron rod found in the west line of said 30 acre tract, for the southeast corner of said 1.17 acre tract and for the northeast corner of the herein described tract;

THENCE with the west line of said 30 acre tract, South 00°47'00" East, a distance of 1349.93 feet, (called South 00°47' East, 1350.34 feet), being the BEARING BASIS herein, to the POINT OF BEGINNING, and containing 10.66 acres of land.

Exhibit "B"

A DESCRIPTION OF A 3.18 ACRE TRACT SITUATED IN THE GALEN CROW ASSIGNEE OF THE L. G. & N. R.R. COMPANY SURVEY NUMBER 575, HAYS COUNTY, TEXAS, BEING THE SAME CALLED 3.169 ACRE TRACT CONVEYED TO CHARLOTTE W. RHODES IN VOLUME 2856, PAGE 406, THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch iron rod with a cap set at the intersection of the south right-of-way line of US Highway 290 (R.O.W. Varics), and the east right-of-way line of Whitetail Ridge Road (50 foot roadway easement recorded in Volume 2856, Page 412, The Official Public Records of Hays County, Texas), and for the northwest corner of the herein described tract;

THENCE with said south right-of-way line of US Highway 290, North 86°55'32" East, a distance of 271.75 feet, (called North 86°33'00" East, 269.45 feet), to a ½ inch iron rod found for the northwest corner of a 1.17 acre tract, surveyed this same date as Tract Three, being the same called 1.170 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, The Official Public Records of Hays County, Texas, and for the northeast corner of the herein described tract;

THENCE with the west line of said 1.17 acre tract the following two (2) courses:

- 1) South 13°38'34" East, a distance of 249.77 feet, (called South 13°54'32" East, 250.22 feet), to a ½ inch iron rod found,
- 2) South 30°57'23" East, a distance of 200.13 feet, (called South 31°09'57" East, 200.34 feet), to a ½ inch iron rod found in the north line of a 10.66 acre tract, surveyed this same date as Tract One, being the same called 10.654 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 412, The Official Public Records of Hays County, Texas, for the southwest corner of said 1.170 acre tract and for the southeast corner of the herein described tract;

THENCE with the north line of said 10.66 acre tract the following two (2) courses:

- 1) South 84°10'39" West, a distance of 312.15 feet, (called South 83°55'55" West, 312.41 feet), to a ½ inch iron rod found,
- 2) South 86°22'05" West, a distance of 83.78 feet, (called South 86°00" West, 312.41 feet), to a ½ inch iron rod found in said east right-of-way line of Whitetail Ridge Road, for the northwest corner of said 10.66 acre tract and for the southwest corner of the herein described tract;

THENCE with said east right-of-way line of Whitetail Ridge Road, North 04°27'28" West, a distance of 438.39 feet, (called North 04°24'13" West, 438.39 feet), to the POINT OF BEGINNING, and containing 3.18 acres of land.

The BEARING BASIS herein is the monumented east line of said 10.66 acres tract, South 00°47'00" East, a distance of 1349.93 feet, (called South 00°47' East, 1350.34 feet).

Exhibit "C"

A DESCRIPTION OF A 1.17 ACRE TRACT SITUATED IN THE GALEN CROW ASSIGNEE OF THE I. G. & N. R.R. COMPANY SURVEY NUMBER 575, HAYS COUNTY, TEXAS, BEING THE SAME CALLED 1.170 ACRE TRACT CONVEYED TO CHARLOTTE W. RHODES IN VOLUME 2856, PAGE 406, THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at mag nail found in a wood fence post in the south right-of-way line of US Highway 290 (R.O.W. Varies), for the northwest corner of a called 30 acre tract conveyed to John Emory Forbis in Volume 765, Page 166, The Real Property Records of Hays County, Texas, and for the northeast corner of the herein described tract;

THENCE with the west line of said 30 acre tract the following two (2) courses:

- 1) South 00°38'40" East, a distance of 347.87 feet, (called South 00°56'14" East, 347.38 feet), to a ½ inch iron rod with cap set;
- 2) South 00°47'00" East, a distance of 63.55 feet, (called South 01°10'05" East, 63.96 feet), to a ½ inch iron rod found for the northeast corner of a 10.66 acre tract, surveyed this same date as Tract One, being the same called 10.654 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 412, The Official Public Records of Hays County, Texas, and for the southeast corner of the herein described tract;

THENCE with the north line of said 10.66 acre tract, South 84°23'34" West, a distance of 25.33 feet, (called South 84°08'40" West, 25.29 feet), to a ½ inch iron rod found for the southeast corner of a 3.18 acre tract surveyed this same date as Tract Two, being the same called 3.169 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, The Official Public Records of Hays County, Texas, and for the southwest corner of the herein described tract;

THENCE with the east line of said 3.18 acre tract the following two (2) courses:

- 1) North 30°57'23" West, a distance of 200.13 feet, (called North 31°09'57" West, 200.34 feet), to a ½ inch iron rod found;
- 2) North 13°38'34" West, a distance of 249.77 feet, (called North 13°54'32" West, 250.22 feet), to a ½ inch iron rod found in said south right-of-way line of US Highway 290, for the northeast corner of said 3.18 acre tract and for the northwest corner of the herein described tract;

THENCE with said south right-of-way line of US Highway 290 the following two (2) courses:

- 1) North 86°32'41" East, a distance of 128.19 feet, (called North 86°33'00" East, 128.40 feet), to a ½ inch iron rod found;
- 2) South 81°24'34" East, a distance of 54.94 feet, (called South 81°22'28" East, 54.44 feet), to the POINT OF BEGINNING, and containing 1.17 acres of land.

EXHIBIT A

BEGINNING at an iron pipe set at fence corner post at the intersection of the South R.O.W. line of U. S. Highway No. 290, and the occupied West line of that certain tract described as Third Tract in deed from M. E. Franklin, et ux., to Glynn Key, et ux., recorded in Vol. 98, Pages 37-39, Hays County Deed Records, for the Northwest corner of the tract hereby conveyed;

THENCE with the South R.O.W. line of U. S. Highway No. 290, N. 86 deg. 45' E. 448.32 feet to a concrete monument at angle in the South line of the said highway, for an angle point in this tract;

THENCE, continuing with the South R.O.W. line of the said highway, S. 81 deg. 08' E. 54.49 feet to an iron pipe set for the Northeast corner of this tract;

THENCE S. 0 deg. 44' E. 2301.16 feet to an iron pipe set for the "L" corner of this tract;

THENCE N. 89 deg. 16' E. 301.96 feet to an iron pipe set at fence corner post at the occupied Northwest corner of the James Bracken Survey No. 131 and a corner of the I. & G. N. R. R. Co. Survey No. 575, G. Crow, Assignee, for a corner of this tract, said point being also an occupied corner of the said Key Third Tract;

THENCE with the fence along the occupied West line of the said Bracken Survey and a boundary of the said Key tract, S. 0 deg. 41' E. 288.9 feet to an iron pipe set near abandoned corner post at the most Southerly Southeast corner of the said I. & G. N. R. R. Co. Survey No. 575 and the Northeast corner of the G. Crow Survey No. 569, for an angle point in this tract;

THENCE continuing with the fence along the West line of the said Bracken Survey and the East line of the said G. Crow Survey No. 569, S. 0 deg. 28' E. 403.0 feet to an iron pipe set at corner post, for the most Southerly corner of this tract;

THENCE with a fence, N. 57 deg. 45' W. 754.93 feet to an iron pipe set at angle post in fence, for an angle point in this tract;

THENCE continuing with the said fence, N. 33 deg. 21' W. 17.40 feet to an iron pipe set at corner post for a corner of this tract;

THENCE with the fence along the occupied West line of the said Key Third Tract, N. 4 deg. 14' W. 2563.4 feet to the place of beginning, containing 30.00 acres of land, being 26.99 acres out of the I. & G. N. R. R. Co. Survey No. 575, G. Crow, Assignee, and 3.01 acres out of the G. Crow Survey No. 569, and being that identical real property heretofore described in and conveyed by a deed, dated May 10, 1972, now of record in Vol. 250, Pages 617-19, Hays County Deed Records, wherein Alvin Lee Boyd was grantor and Evelyn Lytle was grantee.

City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

November 10, 2023

Item 10.

Ms. Cunningham:

Pursuant to the effective date of SB 2038 (2023), please allow this letter to serve as a petition for release of my property (described below in this letter below and in the Deed attached) from the City of Dripping Springs Extraterritorial Jurisdictions (ETJ) as the property was involuntarily annexed into the ETJ when the City incorporated. I am not served by any City utilities, nor is my property a part of any development agreement.

The area for release is 15.01 acres (ABS 575 I & G N RR CO 10.66 AC, ABS 575 I & G N RR CO 4.35 AC). The HaysCAD property IDs are: R19496 and R19500.

TRACT ONE:

A 10.66 acre tract, more or less, situated in the GALEN CROW ASSIGNEE OF THE I.G.& N.R.R. COMPANY SURVEY NUMBER 575, Hays County, Texas, being the same called 10.654 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 412, the Official Public Records, of Hays County, Texas. Said 10.66 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

TRACT TWO:

A 3.18 acre tract, more or less, situated in the GALEN CROW ASSIGNEE OF THE I.G.& N.R.R. COMPANY SURVEY NUMBER 575, Hays County, Texas, being the same called 3.169 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, the Official Public Records, of Hays County, Texas. Said 3.18 acre tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof.

TRACT THREE:

A 1.17 acre tract, more or less, situated in the GALEN CROW ASSIGNEE OF THE I.G.& N.R.R. COMPANY SURVEY NUMBER 575, Hays County, Texas, being the same called 1.170 acre tract conveyed to Charlotte W. Rhodes in Volume 2856, Page 406, the Official Public Records, of Hays County, Texas. Said 1.17 acre tract being more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof.

The property is located at 411 Whitetail Ridge Rd, Dripping Springs TX 78620. This property consists of three tracts. Tract 2 has a 911 emergency address of 129 Whitetail Ridge Rd, Dripping Springs, TX 78620.

R19500 is also part of this property on the deed, but is not currently part of the ETJ. Please accept this letter as a petition to prevent R19500 from annexation into the Dripping Springs ETJ and to release it from the ETJ should it fall in the ETJ.

This property is owned by Jason Weiss and Dedra Weiss. Please find attached to this letter: Deed; Survey; Release of Deed Restrictions – no subdivision



Jason Weiss

11/10/2023

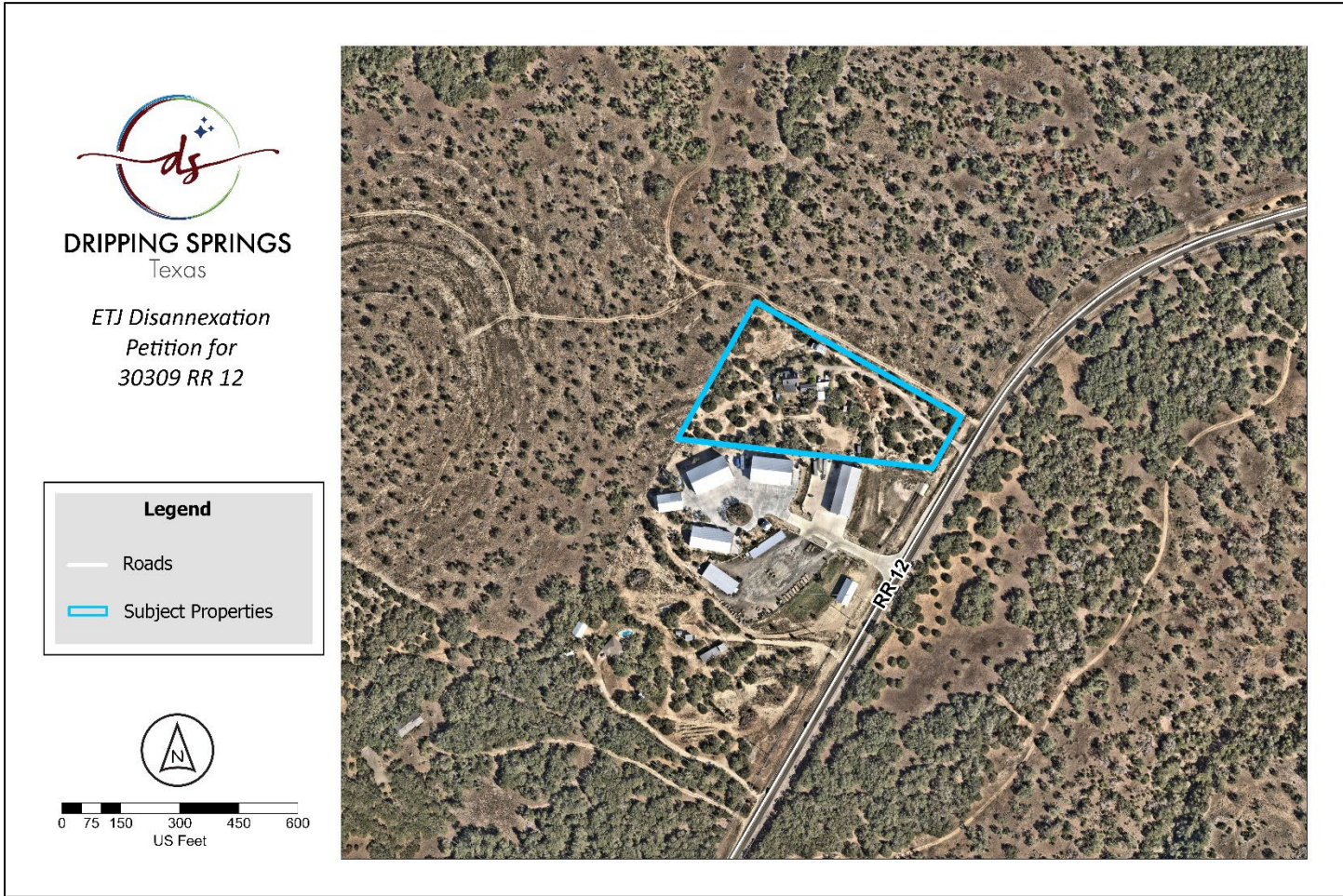
Date



Dedra Weiss

11/10/2023

Date



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0024	Mathis	N/A	30309 RR 12	3.79 Acres

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Planning Department Staff Report

Item 10.

Tax ID

R86589

Legal Description

A0148 ANTHONY G DAVY SURVEY, ACRES 3.79

Metes and Bounds

[DOCUMENT BELOW]

STATE OF TEXAS
§
§
§
§
§
§
COUNTY OF HAYS

EXHIBIT "A"

A TRACT OF LAND CONTAINING 3.79 ACRES (165,093 SQUARE FEET), SITUATED IN THE ANTHONY G. DAVY SURVEY NO. 38, IN HAYS COUNTY, TEXAS AND BEING THAT SAME TRACT RECORDED IN VOLUME 3783, PAGE 694 OF THE HAYS COUNTY DEED RECORDS (H.C.D.R.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS ARE BASED IN VOLUME 3783, PAGE 694 H.C.D.R.)

BEGINNING at a 1/2 inch iron rod found in the westerly right-of-way (R.O.W.) line of Ranch Road No. 12 marking the northeasterly corner of the herein described tract and the southeasterly corner of a certain called 139.16 acre tract recorded in Volume 765, Page 62 H.C.D.R.;

THENCE, S 31° 16' 43" W, along with the westerly R.O.W. line of said Ranch Road No. 12 and the easterly line of the herein described tract, a distance of 150.08 feet to a 1/2 inch iron rod found marking the southeasterly corner of the herein described tract and the northeasterly corner of a certain called 5.79 acre tract recorded in Volume 3808, Page 845 H.C.D.R.;

THENCE, N 81° 20' 22" W, along the common south line of the herein described tract with the north line of said 5.79 acre tract, a distance of 650.27 feet to a 1/2 inch iron rod found marking the southwesterly corner of the herein described tract and the northwesterly corner of said 5.79 acre tract, said corner also being in the easterly line of aforesaid 139.16 acre tract;

THENCE, N 31° 17' 11" E, along the common westerly line of the herein described tract with the easterly line of said 139.16 acre tract, a distance of 400.03 feet to a 1/2 inch iron rod found marking the northwesterly corner of the herein described tract and an interior corner of said 139.16 acre tract;

THENCE, S 58° 44' 04" E, along the common northerly line of the herein described tract with the southerly line of said 139.16 acre tract, a distance of 600.20 feet to the POINT OF BEGINNING containing 3.79 acres of land.



GEORGE J. GALE
Professional Land Surveyor, No. 4678
January 25, 2019
Job No. SA2019-01046

Received

NOV 29 2023

STATE OF TEXAS §
 §
COUNTY OF HAYS §

City of Dripping Springs

PETITION TO RELEASE PROPERTY FROM EXTRATERRITORIAL JURISDICTION

Pursuant to Chapter 42, Subchapter D of the Texas Property Code, Casey Mathis and Jason Mathis (“Owners”) file this Petition to Release Property from Extraterritorial Jurisdiction, and certify the following:

A. Owners are the owners of the property located at 30309 Ranch Road 12, Dripping Springs, Texas, and legally described as A0148 Anthony G Davy Survey, consisting of approximately 3.79 acres, with Hays County Appraisal District ID 86589 (the “Property”), as shown and further described on Exhibit “A” hereto.

B. Owners are residents of the extraterritorial jurisdiction of Dripping Springs, Texas.

C. The Property is located in an area of the extraterritorial jurisdiction of Dripping Springs, Texas, which is legally described as A0148 Anthony G Davy Survey, consisting of approximately 3.79 acres, with Hays County Appraisal District ID 86589 (the “Area”).

D. Owners represent a majority in value of the holders of title of land in the Area, as indicated by the tax rolls of the Hays County Appraisal District.

E. Owners request that the City of Dripping Springs immediately release the Area from the municipality’s extraterritorial jurisdiction in accordance with Tex. Prop. Code § 42.105(c).

F. Pursuant to Tex. Prop. Code § 42.105(d), if the City of Dripping Springs fails to take action to release the Area by the later of the 45th day after the date the municipality receives this Petition or the next meeting of the municipality’s governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

IN WITNESS WHEREOF, the Owners have executed this Petition as of November 24 2023.

Casey Mathis

By: [Signature]
Name: Casey Mathis
Date of Birth: 4/29/90
Residence Address: 30309 RR 12 Dripping Springs TX 78620
Date of Signing: 11/24/23

VERIFICATION PURSUANT TO TEX. PROP. CODE § 42.105(a)

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned notary public, on this day, personally appeared Casey Mathis who stated to me that he/she signed this instrument for the purposes therein contained on this the 24th day of November, 2023.

[Signature]
Notary Public

Jason Mathis

By: [Signature]
Name: JASON MATHIS
Date of Birth: 03/07/1987
Residence Address: 30309 RR 12 Dripping Springs TX 78620
Date of Signing: 11/24/2023



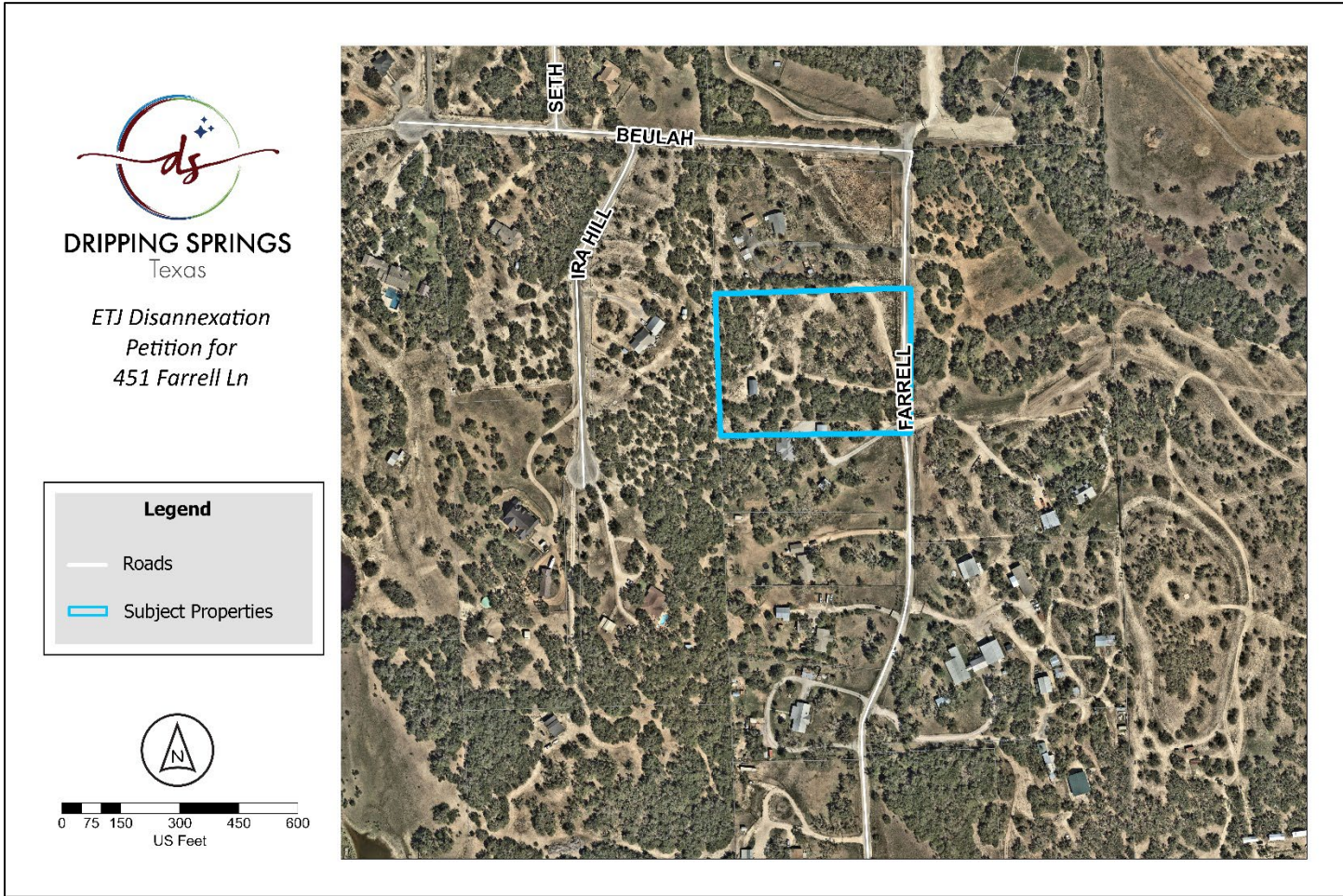
VERIFICATION PURSUANT TO TEX. PROP. CODE § 42.105(a)

STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned notary public, on this day, personally appeared Jason Mathis who stated to me that he/she signed this instrument for the purposes therein contained on this the 24th day of November, 2023.

[Signature]
Notary Public





Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0025	Cory Pavlica & Tim Foster	N/A	451 Farrell Ln	4 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Planning Department Staff Report

Item 10.

Tax ID

R15004

Legal Description

ABS 222 BENJAMIN F HANNA SURVEY 4.00 AC GEO#90400609

Metes and Bounds

[DOCUMENT BELOW]

4.00 ACRES
BENJAMIN F. HANNA SURVEY, A-222
HAYS COUNTY, TEXAS

EXHIBIT "A"

DESCRIPTION OF A 4.00 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN HANNA SURVEY, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 4.0 ACRE TRACT OF LAND DESCRIBED IN VOL. 2204, PG. 213, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TX (OPRHCTX); SAID 4.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 4.0 acre tract, same point being at the southwest corner of a called 3.5 acre tract of land described in Instrument No. 20004292, OPRHCTX, same point also being on the east line of Lot 4, Mountain Oaks, a subdivision recorded in Vol. 9, Pg. 232, Plat Records, Hays County, TX;

THENCE N 89°56'46" E, with the north line of said 4.0 acre tract and the south line of said 3.5 acre tract, a distance of 490.26 feet, to a 1/2-inch iron rod found for the northeast corner of said 4.0 acre tract, same point being on the centerline of a 50-foot wide road easement (Farrell Lane) described in 2204, Pg. 213, OPRHCTX;

THENCE S 00°03'14" E, with the east line of said 4.0 acre tract and the centerline of Farrell Lane, a distance of 360.20 feet, to a 1/2-inch iron rod found for the southeast corner of said 4.0 acre tract, same point being at the northeast corner of a called 2.54 acre tract of land described in Instrument No. 20011435;

THENCE S 89°52'22" W, with the south line of said 4.0 acre tract and the north line of said 2.54 acre tract, a distance of 477.06 feet, to a 1/2-inch iron rod found for the southwest corner of said 4.0 acre tract, same point being on the east line of said Lot 4;

THENCE N 02°08'57" W, with west line of said 4.0 acre tract and the east line of said Lot 4, a distance of 361.05 feet, to POINT OF BEGINNING, and containing 4.00 acres of land, more or less.

Bearing Basis: Grid North, Texas Coordinate System, NAD 83 (2011), South Central Zone.

Units = US Survey Feet

Surveyed By:

William R. Herring *12/12/22*

William R. Herring Date
Registered Professional Land Surveyor – No. 6355
Hays County, Texas



Whitecap Survey Company, LLC
P.O. Box 1225
Dripping Springs, Texas
(512) 808-0102
TBPELS Firm No. 10194424


October 16, 2023

City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

To Whom It May Concern:

Pursuant to the effective date of SB 2038 (2023), please consider this my request to have my property, identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated, and my property fell within the 1/2 mile statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement. Further, per a recent ETJ Determination Request, it was determined that there was not a petition for this property to be voluntarily annexed into the ETJ by any former owners.


My property is located at 451 Farrell Lane and is also known by its legal description of Benjamin F. Hanna Survey, Abs 222, Hays County, Texas. The HaysCAD Property ID # is R15004. Please find attached to this letter a copy of my survey and deed(s). This property is owned by CPGC Service, LLC and 3F Properties, LLC; the mailing address of record is 139 North El Campo, Blanco, Texas 78606.



Cory Pavlica, CPGC Services, LLC

10-16-2023

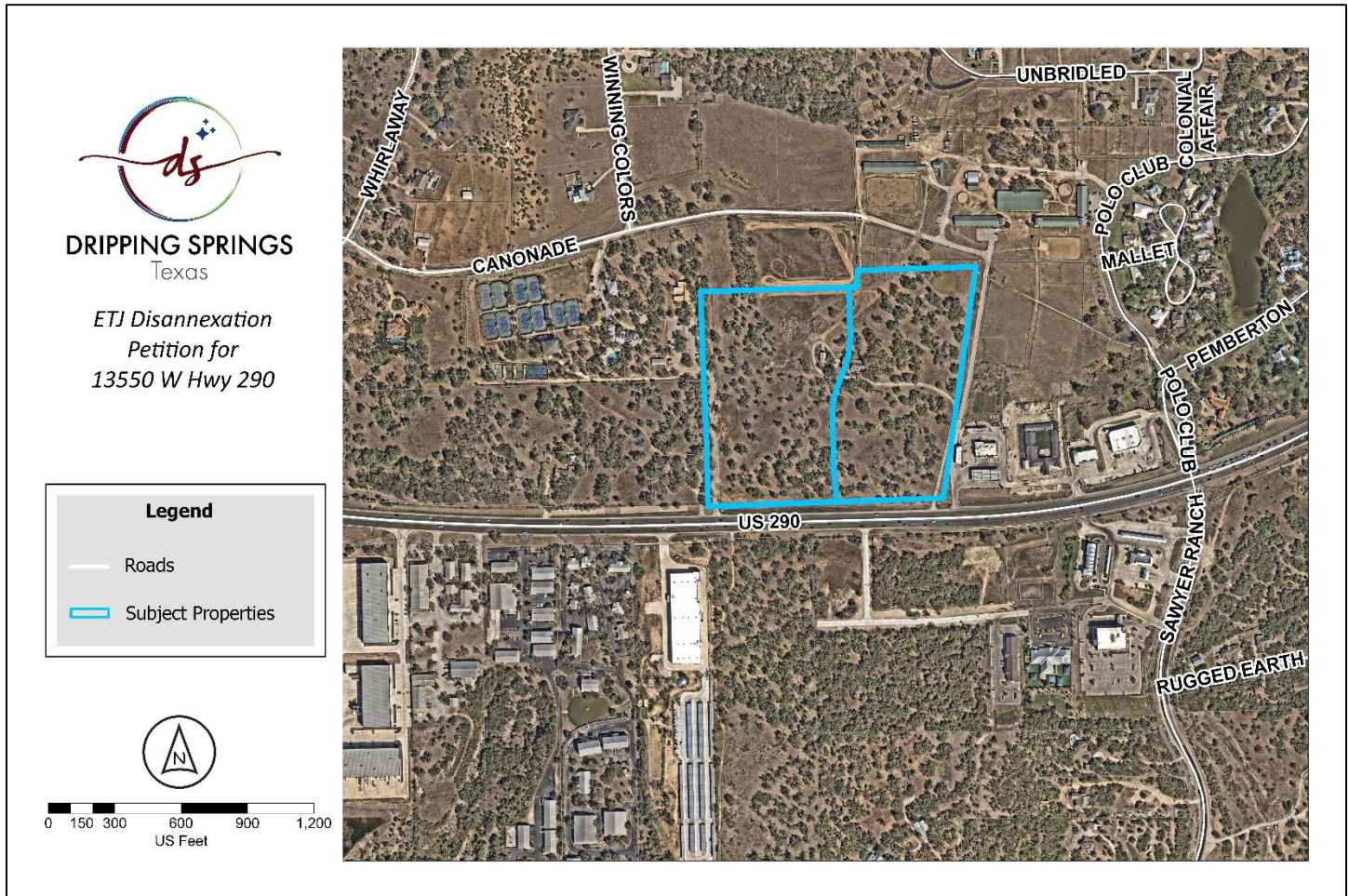
Date



Tim Foster, 3F Properties, LLC

10-16-2023

Date



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0027	Harvin Dripping Springs, LP	Polo Club Business Park	13550 W Hwy 290	28.056 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Tax ID

R168599 & R179746

Legal Description

POLO BUSINESS PARK WEST, Lot 1, 13.66 ACRES

POLO BUSINESS PARK EAST, Lot 1, ACRES 14.396

Lot and Block

Lot 1, 14.396 acres of Minor Plat of Polo Business Park East being 14.396 Acres, more or less, in the E. B. Hargraves Survey, Abstract No. 240 and the Thomas Ford Survey, Abstract No. 176, Hays County, Texas. Hays County Records Instrument Number 21051140.

Lot 1, 13.66 acres of Plat of Polo Business Park West being 13.66 acres, more or less, in the E. B. Hargraves Survey, Abstract No. 240, Hays County, Texas. Hays County Records Instrument Number 19034746.

December 10, 2023

City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

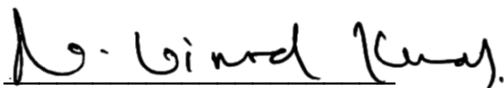
To Whom It May Concern:

Pursuant to the effective date of September 1, 2023, of SB 2038 (2023), please consider this my request to have my property, identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated or expanded its municipal boundaries through the expansion of the statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement with the City.

My properties are located at 13550 W Hwy 290, Austin, Texas 78737, and are also known by their legal descriptions (per HaysCAD):

- Polo Business Park East, Lot 1 (R179746, HaysCAD Property ID)
- Polo Business Park West, Lot 1 (R168599, HaysCAD Property ID)
- Key Ranch @ The Polo Club, Lot B-1-B (R172932, HaysCAD Property ID)

Please find the attached deed with metes and bounds description, as well, the copies of the approved plats that include the lots as described. This property is owned by Harvin Dripping Springs, LLC, whose mailing address is 1001 Cypress Creek Road, Cedar Park, Texas 78613.



Vinod Nagi, Manager of its GP
Harvin Dripping Springs, LP



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0028	Patick Reilly	N/A	1700 Spring Valley Dr	2 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Planning Department Staff Report

Tax ID

R164791

Legal Description

SPRINGLAKE, Lot 118A, ACRES 2

Lot and Block

Lot 118A, 2.00 acres of replat of Springlake Lot 118 according to the plat recorded in Doc. No. 18044210 of the Official Public Records of Hays County, Texas.

Patrick and Rene Reilly
1700 Spring Valley Drive
Dripping Springs, TX 78620

December 20, 2023

Mr. Warlan Rivera
Ms. Andrea Cunningham
City of Dripping Springs
511 Mercer St.
Dripping Springs, TX 78620

Dear Mr. Rivera and Ms. Cunningham,

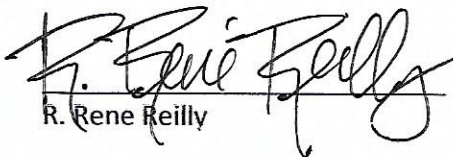
I am writing today as formal petition of release of area from the City of Dripping Springs ETJ pursuant to Texas SB2038.

The ETJ boundary line cuts through the middle of our property of requested release which is 1700 Spring Valley Dr. Dripping Springs, TX 78620 (Quick Ref: R16791, Property ID: 11-8070-0000-0118A-4, Legal Description: Springlake , Lot 118A, Acres 2). I have attached the survey for your reference.

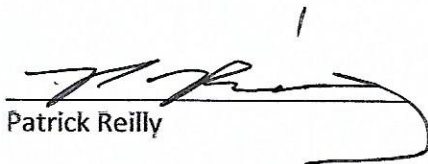
This property is owned, without lien, by me and my wife. Our signatures are provided below.

You can contact me by return email or by my cell phone at 512-694-1906 should you have any questions.

Best Regards,


R. Rene Reilly

12/20/23
Date


Patrick Reilly

12/20/23
Date



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0029	John Hoag	Currently Bell Springs Village	2201 W US 290	2.48 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

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 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Planning Department Staff Report

Item 10.

Tax ID

R15093

Legal Description

A0222 BENJAMIN F HANNA SURVEY, ACRES 1.93

Metes and Bounds

[DOCUMENT BELOW]

HOLT CARSON, INC.1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

August 8, 2007

FIELD NOTE DESCRIPTION OF 1.883 ACRES OF LAND OUT OF THE RIVIERA S.M.A. DE LA TULLE SURVEY NO. 68, ABSTRACT NO. 222 IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT CONVEYED TO ORVILLE JOHN HOAG, JR. BY DEED RECORDED IN DOCUMENT NO. 2005144254 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the north right-of-way line of U.S. Highway 290 at the southwest corner of that certain (3.00 Acre) tract conveyed to William Donald Read by deed recorded in Volume 11830 Page 916 of the Real Property Records of Travis County, Texas, and being the southeast corner of Lot 1, Kenny Hill Addition, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 84 Page 91A of the Plat Records of Travis County, Texas, and being the southwest corner of that certain tract conveyed to Orville John Hoag, Jr, by deed recorded in Document no. 2005144254 of the Official Public Records of Travis County, Texas, and being the southwest corner and Place of Beginning of the herein described tract of land;

THENCE with the westerly line of said Hoag tract, N 11 deg. 07' 27" W 484.26 ft. to a ½ inch iron rod found with plastic cap marked "Carson and Bush Professional Surveyors" in the southwest line of that certain (76.681 Acre) tract conveyed to APB Joint Venture by deed recorded in Volume 10717 Page 941 of the Real Property Records of Travis County, Texas, at the northwest corner of said Read tract, and being the northwest corner of said Hoag tract, and being the northwest corner of this tract, and from which a ½ inch iron rod found at the northeast corner of said Lot 1, Kenny Hill Addition bears N 61 deg. 34' 38" W 6.40 ft.;

THENCE along the remains of an old wire fence with the northeast line of said Hoag tract, S 60 deg. 15' 31" E 286.49 ft. to a ½ inch iron rod found with plastic cap marked "Carson and Bush Professional Surveyors" at the northeast corner of said Hoag tract, and being the northwest corner of that certain (1.090 Acre) tract conveyed to Alantino, Inc. by deed recorded in Document No. 2003038852 of the Travis County Official Public Records, and being the northeast corner of this tract, and from which a 60 D nail found in a fence corner post at the southeast corner of said Read tract bears S 60 deg. 15' 31" E 427.70 ft.;

THENCE crossing the interior of said Read tract with the common line of said Alantino tract and said Hoag tract the following three courses:

- 1) along a chain link fence, S 12 deg. 09' 58" E 183.43 ft. to a ½ inch iron rod found with plastic cap marked "Carson and Bush Professional Surveyors;"
- 2) along a wood fence, S 22 deg. 30' 18" W 50.02 ft. to a ½ inch iron rod found with plastic cap marked "Carson and Bush Professional Surveyors;"
- 3) continuing along the wood fence, S 13 deg. 00' 53" E 63.64 ft. to a spindle found with plastic cap marked "Carson and Bush Professional Surveyors" in the north right-of-way line of U.S. Highway 290 at the southeast corner of this tract, and from which a PK nail found in a large rock at an angle point in the north right-of-way line of U. S. Highway 290 bears N 76 deg. 21' 39" E 216.65 ft.;

1.883 Acres
page 2 of 2

Bk Vol Pg
70033958 DPR 3289 318

THENCE with the north right-of-way line of U S. Highway 290, the following two courses:

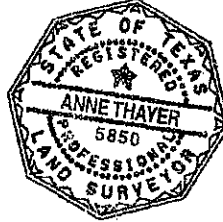
- 1) S 76 deg. 21' 39" W 183.85 ft. to a spindle found in an asphalt drive;
- 2) S 78 deg. 20' 51" W 10.71 ft. to the Place of Beginning, containing 1.883 Acre of land.

SURVEYED: August 8, 2007
BY:



Anne Thayer
Registered Professional Land Surveyor No. 5850

refer to survey plat B647022



Filed for Record in:
Hays County
On: Nov 27, 2007 at 12:08P
Document Number: 70033958
Amount: 28.00
Receipt Number - 183729
By:
Dlga Martinez, Deputy
Linda C. Fritsche, County Clerk
Hays County

The Orville John Hoag, Jr. 1985 Revocable Trust
1013 Windmill Rd., Dripping Springs, TX 78620

September 8, 2023

Pursuant to the effective date of SB 2038 (2023), please consider this my request to have my property identified as follows from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ) as my property was involuntarily annexed into the ETJ when the City incorporated, and my property fell within the ½ mile statutory ETJ. I am not served by any City utilities nor is my property a part of any development agreement.

My property is located at 2201 W Hwy 290 and is also known by its legal description of A0222 Benjamin F. Hanna Survey, 1.93 acres, Hays County, Texas. The HaysCAD Property ID # is R15093.

Please find attached to this letter a copy of my survey, deed, and confirmation of my ability to sign for the identified Revocable Trust. This property is owned by the Orville John Hoag, Jr. 1985 Revocable Trust; my mailing address is 1013 Windmill Run, Dripping Springs, Texas 78620.

The Orville John Hoag Jr 1985 Revocable Trust

By  _____
Orville John Hoag, Jr., Trustee



Case Number	Owner Name	Project Name	Property Location	Acreage
ETJ2023-0031	Barnett	N/A	12909 Trails End	3.3 Acres

Planning Department Staff Report

ETJ Disannexation Checklist

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- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
 - Verify that the area is not subject to a strategic partnership agreement.
 - Confirm the area in question is not within 5 miles of a boundary of an active military base.
 - Confirm that the area is not located in an area designated as an industrial district.
 - Confirm the area was not voluntarily annexed into the ETJ.

Step 2: Review Petition Requirements

Petition Eligibility:

- Verify the petition has been filed by either:
 - A resident of the area, or
 - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
 - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
 - A map of the land to be released.

Signatory compliance:

- Verify that the petition includes signatures from either:
 - Over 50% of the registered voters of the area, or
 - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

Planning Department Staff Report

Item 10.

Tax ID

R21098

Legal Description

BIG COUNTRY #1 LOT 5 3.35 AC GEO#90402069

Metes and Bounds

[DOCUMENT BELOW]

12909 Trails End, Austin, TX 78737

EXHIBIT "A"

DESCRIPTION OF A 3.35 ACRE TRACT OF LAND SITUATED IN THE SFIW CO. SURVEY NO. 1, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 3.35 ACRE TRACT OF LAND CONVEYED TO RICHARD N. BROWN AND WIFE, K. JO BROWN IN VOL. 1279, PG. 486 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCTX); SAID 3.35 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 3.35 acre tract, same point being an interior ell corner of a called 10.00 acre tract of land conveyed to Cavallo D'Acciaio, LLC in Vol. 4201, Pg. 196, OPRHCTX, same point being the northeast corner of the tract described herein and the POINT OF BEGINNING;

THENCE S 00°19'14" E, with the east line of said 3.35 acre tract and a southwesterly line of said 10.00 acre tract, a distance of 472.33 feet, to a 1-inch iron pip found for a southeasterly corner of said 3.35 acre tract and the most southerly southwest corner of said 10.00 acre tract, same point being a northwesterly corner of a called 13.12 acre tract of land conveyed to Kenneth Erwin and Donna P. Barnett-Erwin, Husband and Wife, in Instrument No. 1602597, OPRHCTX;

THENCE, with the common line of said 3.35 acre tract and said 13.12 acre tract, the following two (2) courses and distances:

S 01°02'56" E, a distance of 10.21 feet, to a 1-inch iron pipe found, and

S 87°42'02" W, a distance of 197.65 feet, to a 1/2-inch iron rod found for the southwest corner of said 3.35 acre tract and the northwest corner of said 13.12 acre tract, same point being on the east right-of-way line of Trails End (50-foot width right-of-way);

THENCE, with the east right-of-way line of Trails End and the west line of said 3.35 acre tract, the following six (6) courses:

N 24°01'24" W, a distance of 19.16 feet, to a 1/2-inch iron rod found for a point of curvature,

With a curve to the left, having an arc distance of 91.64 feet, radius of 50.00 feet, a delta of 105°00'50", and a chord which bears N 16°02'47" W, a distance of 79.34 feet, to a 5/8-inch iron rod with plastic cap stamped "Whitecap RPLS 6355" set for a point of revers curvature,

With a curve to the right, having an arc distance of 27.81 feet, a radius of 35.37 feet, a delta of 45°02'47", and a chord which bears N 45°54'39" W, a distance of 27.10 feet, to a 1/2-inch iron rod found for a point of tangency,

N 23°28'28" W, a distance of 54.78 feet, to a 5/8-inch iron rod with plastic cap stamped "Whitecap RPLS 6355" set for a point of curvature,

With a curve to the left, having an arc distance of 101.69 feet, a radius of 1,456.82 feet, a delta of 03°59'58", and a chord which bears N 25°32'28" W, a distance of 101.67 feet, to a calculated point for a point of tangency, from which a 1/2-inch iron rod found (leaning) bears S 82°58'20" E, a distance of 0.58 feet, and

N 27°30'17" W, a distance of 243.65 feet, to a 1/2-inch iron rod found for the northwest corner of said 3.35 acre tract and a westerly corner of said 10.00 acre tract;

THENCE, with the north line of said 3.35 acre tract and a northerly line of said 10.00 acre tract, the following four (4) courses and distances:

N 61°41'01" E, a distance of 10.36 feet, to a 1-inch iron pipe found,

N 88°22'17" E, a distance of 120.24 feet, to a 1-inch iron pipe found,

N 88°06'15" E, a distance of 115.16 feet, to a 1/2-inch iron rod found, and

N 87°32'37" E, a distance of 177.79, to the POINT OF BEGINNING, and containing 3.35 acres of land, more or less.

January, 4 2024

To whom it may concern,

Pursuant to the effective date of SB 2038, please consider this my request to have my property identified as follows, removed from the City of Dripping Springs Extraterritorial Jurisdiction (ETJ).

My property is located at 12909 Trails End, Austin TX 78737. Property ID# R21098.

Please see attached; Deed and property description.

Property is owned by Donna Paige Barnett mailing address 12901 Trails End Austin, TX 78737.



Donna Paige Barnett

1/04/2024



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: January 16, 2024

Agenda Item Wording: **Discuss and consider the Appointments Place 2, 4, and 6 to the TIRZ No. 1 & No. 2 Board of Directors for terms ending December 21, 2025; and the appointment of a Chair for a term ending December 21, 2024.**

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: **Member Responsibilities - Section 2.04.224**

The TIRZ board shall act as an advisory board to the city council in the operation and administration of the TIRZ; all action by the board is subject to city council approval. The authority and responsibility of the board expressly includes:

- (1) Make recommendations to the city council regarding the administration of this division.
- (2) Make recommendations to the city council regarding agreements that are necessary or convenient to implement the project plan and reinvestment zone financing plan.
- (3) Make recommendations to the city council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.
- (4) Make recommendations to the city council regarding the expenditure of TIRZ funds related to development and redevelopment of land within the zone, in conformance with the following process.
- (5) Acting as the lead entity in working with other boards and commissions regarding incentives, regulations, infrastructure and all other physical and economic development decisions related to the TIRZ district.
- (6) Providing a progress report to the city council annually, or as requested by the city council.

Member Selection – Section 2.04.223

- (a) Beginning January 1, 2021, members shall initially serve staggering terms with even numbered places serving a two-year term and odd numbered places serving a one-year term, after which all places shall serve a two-year term. For members appointed by city council, when

appointed for each term, the city council will determine which member will be in each place. For members appointed by the county, the county will determine which member is in each place.

- (b) Vacancies on the board may be filled by appointment of the city council for the unexpired term.

Membership Requirements – Section 2.04.222

All regular board members shall be at least 18 years of age and a resident of the county. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the board.

Officer Appointments – 2.04.225

The city council shall appoint a chair, as established in section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The board may appoint other officers as it may establish in its bylaws.

Current Membership

Member	Place	Term
Dave Edwards, Chair	Place 1	12/31/24
Craig Starcher	Place 2	12/31/23
Taline Manassian, Vice Chair	Place 3	12/31/24
James Alexander	Place 4	12/31/23
Missy Atwood	Place 5	12/31/24
Susan Kimball	Place 6	12/31/23
Walt Smith	Place 7	12/31/24

Vacancies and Applicants

Place 2 – Current member Craig Starcher is requesting reappointment.

Place 4 – Current member James Alexander is stepping down and not seeking reappointment. Chair Dave Edwards and Vice Chair Taline Manassian conducted interviews with applicants Luke Caraway and Miles Matthews in December 2023. There was one additional applicant who did not submit their application in time for interviews and will be included in next year’s slate of candidates.

Place 6 – Current member Susan Kimball requested reappointment by the Hays County Commissioner’s Court. At the December 19, 2023, Commissioner’s Court meeting, Susan Kimball was approved for a term ending December 31, 2025.

- Board Recommendations:** The TIRZ Board recommend approval of the reappointment of Craig Starcher and Susan Kimball, and the appointment of Miles Matthews for terms ending December 31, 2025. The Board also recommend appointment of Craig Starcher as the Board Chair for a term ending December 31, 2025.
- Recommended Council Actions:** Staff recommends the approval of three members at the pleasure of the City Council and the appointment of a Chair.
- Attachments:**
1. Resolution
- Next Steps/Schedule:**
1. Inform board members of City Council decision.
 2. Update website and roster.



TIRZ No. 1 & No. 2 Board of Directors Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street – Dripping Springs, Texas

Monday, January 08, 2024, at 4:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the Board present, Chair Edwards called the meeting to order at 4:00 p.m.

Board Members present were:

Place 1 Dave Edwards, Chair
 Place 3 Taline Manassian, Vice Chair
 Place 2 Craig Starcher
 Place 5 Missy Atwood
 Place 6 Susan Kimball
 Place 7 Walt Smith
 Advisory Member Bob Richardson

Board Members absent were:

Place 4 James Alexander

Staff, Consultants & Appointed/Elected Officials present were:

Mayor Bill Foulds, Jr.
 City Administrator Michelle Fischer
 Deputy City Administrator Shawn Cox
 City Attorney Laura Mueller
 Public Works Director Aaron Reed
 Deputy Public Works Director Craig Rice
 Deputy City Secretary Cathy Gieselmann
 TIRZ Project Manager Keenan Smith, AIA
 Traffic Engineering Consultant Leslie Pollack P.E., HDR Engineering
 TIRZ Administrator P3 Works Casey Sclar

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Board on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the Board that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not

required to sign in; however, it is encouraged. Individuals that wish to share documents with the Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

MINUTES

- 1. Discuss and consider approval of the December 11, 2023, TIRZ No. 1 & No. 2 Board regular meeting minutes.**

A motion was made by Board Member Smith to approve the December 11, 2023, TIRZ No. 1 & No. 2 Board regular meeting minutes. Board Member Kimball seconded the motion which carried 5 to 0 to 1, with Vice Chair Manassian abstaining.

BUSINESS AGENDA

- 2. Presentation and consideration of acceptance of the Q4 TIRZ Administrator's Report.**
TIRZ Administrator P3 Works, Casey Sclar

TIRZ Administrator P3 Works, Casey Sclar, presented the Q4 TIRZ Administrator's Report which is on file.

A motion was made by Board Member Smith to accept the Q4 TIRZ Administrator's Report. Board Member Starcher seconded the motion which carried unanimously 6 to 0.

- 3. Discussion of funding options for current and additional TIRZ Priority Projects.**
TIRZ Administrator P3 Works, Casey Sclar

TIRZ Administrator P3 Works, Casey Sclar, presented a report of options for TIRZ Priority Projects which is on file as well as a handout of an Overview Map for TIRZ #1 Expansion which will be reviewed by the Planning Department for accuracy. Casey Sclar will also review the October report regarding Board Member Smith's question about the amount of the 25% funding.

Shawn Cox provided Anticipation Notes handout which is on file.

- 4. Update and discussion regarding Old Fitzhugh Road Project.**

Keenan Smith and Leslie Pollack provided an update on the Old Fitzhugh Road Project. Presentation is on file. Plans are to come to the Board at the next meeting with proposed PSA and budget amendments. Leslie will work on getting the actual project cost to the Board which will include construction cost of sidewalk extension.

Old Fitzhugh Road business owner, Carrie Napiorkowski, spoke regarding questions about the status of rights-of-way on Old Fitzhugh Road. Keenan Smith addressed her questions.

5. Update regarding the Appointment of TIRZ Board Members Place 2, Place 4, and Place 6.

Chair Edwards provided an update on interviews that were conducted for the open position on the TIRZ Board to fill Board Member Alexander's position.

Board Member Smith confirmed that Susan Kimball's recommendation for reappointment to the TIRZ No. 1 & No. 2 Board through 2025 was taken to the Commissioner's Court on December 19, 2023, approved minutes from that meeting are pending.

A motion was made by Board Member Atwood to recommend to City Council Miles Mathews be appointed to the TIRZ Board No. 1 & No. 2. Board Member Kimball seconded the motion which carried unanimously 6 to 0.

6. Discuss and consider possible action regarding the nomination of the TIRZ No. 1 & No. 2 Board Chair.

Chair Edwards will step down from his position and recommended that Craig Starcher should be considered for his replacement as Chair.

A motion was made by Board Member Smith to recommend to City Council Craig Starcher as TIRZ No. 1 & No. 2 Chair. Board Member Kimball seconded the motion which carried unanimously 6 to 0.

CLOSED SESSION

The Board has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

UPCOMING MEETINGS

TIRZ No. 1 & No. 2 Board Meetings

February 12, 2024, at 4:00 p.m.

March 18, 2024, at 4:00 p.m.

April 15, 2024, at 4:00 p.m.

City Council Meetings

January 16, 2024, at 6:00 p.m.

February 6, 2024, at 6:00 p.m.

March 5, 2024, at 6:00 p.m.

March 19, 2024, at 6:00 p.m.

ADJOURN

A motion was made by Board Member Kimball to adjourn the meeting. Board Member Starcher seconded the motion which carried unanimously 6 to 0.

This regular meeting adjourned at 5:13 p.m.

DRAFT

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2024-R__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPOINTING MEMBERS TO PLACE 2, 4, AND 6 OF THE CITY OF DRIPPING SPRINGS TAX INCREMENT REINVESTMENT ZONE NO. 1 AND TAX INCREMENT REINVESTMENT ZONE NO. 2 BOARD OF DIRECTORS.

WHEREAS, the City Council of the City of Dripping Springs, Texas (the “City”), desires to promote the development of a certain geographic area within its jurisdiction by the creation of a reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”), as amended; and

WHEREAS, Section 311.009 of the Act requires the City Council to appoint between 5 and 15 members to the Board of Directors; and

WHEREAS, the City created the Tax Increment Reinvestment Zones on November 29, 2016, by ordinance and set the number of board members at seven; and

WHEREAS, the terms for Places 2, 4, and 6, of the TIRZ Board have expired; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council hereby appoints:

Place 2 XXXX

Place 4 XXXX

Place 6 XXXX

to the Board of Directors of the Tax Increment Reinvestment Zone 1 and 2 Boards of Directors.

Section 3. This Resolution shall take effect immediately from and after its passage in accordance with law and it is accordingly so resolved.

Section 4. This Resolution does not require the City Council to take future action or to adopt the final project plan and financing plan.

PASSED AND APPROVED this, the 16th day of January 2024, by a vote of __ (ayes) to __ (nays) to __ (abstentions/reculsals) of the City Council of Dripping Springs, Texas:

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: January 16, 2024

Agenda Item Wording: **Discuss and consider the reappointment of DSISD Representative Sirena Cumberland and Hays County Emergency Management Director Mike Jones; the appointment of Chamber of Commerce Representative Thomas Lengel; and, the appointment of At-Large members to the Emergency Management Commission for terms ending January 1, 2026.**

Agenda Item Requestor: Roman Baligad, Emergency Management Coordinator

Summary/Background: The Emergency Management Commission is a twelve-member advisory commission tasked with recommending policies and the application of policies for the development and implementation of an emergency management plan for the city and ETJ. The Commission is responsible for development, implementation, and review of the city's emergency management planning for disasters and is responsible for providing information and training on emergency management response.

Members of the Emergency Management Commission are appointed by the City Council and serve a two-year term, with no limit to the number of terms served. Members are appointed accordingly:

- 1 seat: City Emergency Management Coordinator
- 1 seat: Chamber of Commerce Representative
- 1 seat: Non-Profit Representative
- 1 seat: Hays County Constable or designee
- 1 seat: Emergency Services District 1 Representative
- 1 seat: Emergency Services District 6 Representative
- 1 seat: Dripping Springs Independent School District Representative
- 1 seat: Hays County Fire Marshal or designee
- 1 seat: Hays County Emergency Services Representative
- 3 seats: At-Large, Hays County Resident

In December, the City received notice that the 3 at-large members would not be seeking reappointment or are resigning. Additionally, the Nonprofit Representative has not responded to emails regarding membership and has been absent several meetings since appointment and per the City Ordinance,

has vacated their seat per Section 2.04.195(f)(2): A failure to attend three or more sequential commission meetings without approval from the chair will constitute a de facto notification of intent to resign.

Current Membership

Member	Seat	Term
Bonnie Humphrey, Chair	Chamber Representative	January 1, 2024
Bill Little, Vice Chair	At-Large	January 1, 2024
Roman Baligad	City EMC	NA
Russell Paxton	Nonprofit Representative	January 1, 2024
Ron Hood	Constable Precinct 4	January 1, 2025
Scott Collard	ESD 6 Representative	January 1, 2025
Bob Luddy	ESD 1 Representative	January 1, 2025
Sirena Cumberland	DSISD Representative	January 1, 2024
Dillon Polk	Fire Marshal Representative	January 1, 2025
Mike Jones	Hays County EM Representative	January 1, 2024
Gordon DeWitte	At-Large	January 1, 2024
Jason McNutt	At-Large	January 1, 2025

Seat Vacancies & Appointments

Chamber Representative: Bonnie Humphrey is resigning. Current Chamber President Susan Kimball has nominated Thomas Lengel for this seat.

Nonprofit Representative: This seat is being vacated by Russell Paxton due to Section 2.04.195 regarding attendance. There are no applicants at this time for this seat.

DSISD Representative: DSISD Director of Safety Sirena Cumberland is seeking reappointment.

Hays County EM Representative: Hays County Director of the Office of Emergency Management Mike Jones is seeking reappointment.

Citizen At-Large: There are 3 vacancies, and the City has received 3 applications for these seats: Sandra Barber, Alan Hutchinson, and Ray

Sanchez. Applicants were interviewed by Emergency Management Coordinator Roman Baligad and/or Chair Bonnie Humphrey.

**Commission
Recommendations:**

Outgoing Chair Bonnie Humphrey is recommending reappointment of the DSISD and County representatives, and the appointment of Ray Sanchez as a Citizen At-Large member.

**Recommended
Council Actions:**

Staff also recommends appointments as stated above.

******Please Note: Staff is considering restructure this Commission which will be brought to City Council for consideration at the February 6, 2024, regular meeting. At this time additional appointments will be brought for consideration, to include additional appointments for the remaining City At-Large seats.***

Attachments:

1. Thomas Lengel, Chamber Representative Application
2. Sandra Barber, Citizen At-Large
3. Alan Hutchinson, Citizen At-Large
4. Ray Sanchez, Citizen At-Large

Next Steps/Schedule:

1. Inform applicants of Council decision
2. Update roster and city website
3. Send welcome email and notify members of appointment



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: January 16, 2024

Agenda Item Wording: Public hearing and consideration of approval of an Ordinance amending the membership of the Transportation Committee; and the Appointment of Planning Director Tory Carpenter to serve a term that coincides with his position as Planning Director.

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

Summary/Background: Ordinance 2021-26, approved July 20, 2021, amended the committee membership by removing the Planning Director and replacing with the Public Works Coordinator, as the Public Works Coordinator was attending meetings, and they were much more involved in transportation planning.

With the imminent departure of Public Works Director Aaron Reed, and the promotion of Tory Carpenter to Planning Director staff is recommending amending the membership by removing the Public Works Coordinator and adding the Planning Director.

Recommended Council Actions: Staff recommends approval of the ordinance.

Attachments: 1. Draft Ordinance

Next Steps/Schedule:

1. If approved:
 - a. Publish with Century News
 - b. Send to Municode for Codification
 - c. File with City Record
 - d. Update City website

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-____

AN ORDINANCE AMENDING CHAPTER 2 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING ARTICLE 2.04 BOARDS, COMMISSIONS AND COMMITTEES, DIVISION 6. TRANSPORTATION COMMITTEE AS IT RELATES TO THE MEMBERSHIP OF THE COMMITTEE; FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to facilitate business and residential growth by providing for adequate transportation to the Dripping Springs area; and

WHEREAS, the City benefits from the perspective and knowledge of staff, officials, and residents of the City; 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.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 2, Article 2.04 of the City of Dripping Springs Code of Ordinances, Division 6. Transportation Committee is amended so to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

3. REPEALER

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. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

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 January 2024, 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

*Attachment "A"**CODE OF ORDINANCES**CHAPTER 2 – ADMINISTRATION AND PERSONNEL**ARTICLE 2.04 – BOARDS, COMMISSIONS AND COMMITTEES**DIVISION 6. TRANSPORTATION COMMITTEE***Sec. 2.04.151. Title.**

This division shall be commonly cited as the "transportation committee ordinance."

Sec. 2.04.155. Membership; meetings.**(a) Number of members .**

- (1) The committee will have eight voting members, one of whom will be the committee chair appointed by the city council. A vice-chair will be selected by the chair and approved by a majority of the transportation committee members. The vice-chair will serve as the chair in the absence of the chair.
- (2) Four municipal members of the committee are:
 - (A) A member from city council;
 - (B) A member from planning and zoning commission;
 - (C) The ~~public works coordinator~~ **planning director**; and
 - (D) The city engineer.

The city council and planning and zoning commission shall nominate and vote on their respective member to serve on the committee.

- (3) Three public members of the committee shall be residents of either the city limits or its ETJ. No less than one public member will reside within the city limits.
- (4) The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. A vice-chair will be selected by the chair and approved by a majority of the subcommittee members. The vice chair will serve as the subcommittee chair in the absence of the chair. Subcommittees may invite input from noncommittee members.
- (5) The committee may add non-voting members on an as-needed basis as approved by a majority of the committee.



Contract Cover Sheet

Contract Number	NA - DSISD Joint Election Agreement <i>Use first three letters of contractor and date of approval. Ex: contract approved for <u>HDR</u> on <u>Jan.18, 2022</u> the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
Contractor with Contact Information	DSISD Company: Kati Walker, Administrative Assistant POC:
	300 Sportsplex Drive - Dripping Springs, TX 789620 Address:
	512.858.3005 Phone Number:
Effective Date	Upon last signature; will be going to the January 29th DSISD Board meeting
Termination Date	Upon cancellation or conclusion of election
Renewal/ Termination Notice Date	No renewal; termination by ordinance cancelling election
Bid/Quotes/ Budgeted	NA
Finance Review	NA
Contract Amount	NA
Department	City Secretary - Elections
Reporting Requirements	Insurance Certificate: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	Conflict Disclosure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	1295 Reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	Other Reporting Requirements:
Council Meeting Date (if applicable)	January 16, 2024

**JOINT ELECTION AGREEMENT
MAY 4, 2024 GENERAL ELECTION**

WHEREAS, Dripping Springs Independent School District ("**SCHOOL**") will hold a general election for School Board Positions and for Bond Proposition(s), if ordered by the School Board of Trustees, within the boundaries of the School District on May 4, 2024; and

WHEREAS, the City of Dripping Springs ("**CITY**") will hold a general election for City Council positions within the boundaries of the City on May 4, 2024; and

WHEREAS, Texas Election Code, Chapter 271, authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

NOW, THEREFORE, pursuant to Chapter 31, and Sections 271.002 and 271.003 of the Texas Election Code, and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the School and City by and through their respective governing bodies, agree as follows:

1. Dripping Springs Independent School District and the City will share polling places during an election on May 4, 2024.
2. Dripping Springs Independent School District and the City will appoint the same election officials to preside over the election precinct in which a common election is held.
3. Dripping Springs Independent School District and the City will use the Verity Duo Hybrid Voting System from Hart Intercivic, Inc. in each election precinct in which a common election is held.
4. The expense of the joint election will be divided equally between the entities having a common election. Expenses will be determined and divided based on each precinct. Each entity will bear all expenses for equipment and supplies utilized in this election.
5. It is agreed both entities will contract with Hays County Elections Administrator to provide all election services needed for these elections.
6. Early voting for Dripping Springs Independent School District and the City of Dripping Springs shall be conducted jointly per the election services contract with Hays County Elections Administrator in accordance with Title 7 of the Texas Election Code.

CITY OF DRIPPING SPRINGS:

DRIPPING SPRINGS ISD:

Michelle Fischer, City Administrator

Stefani Reinhold, Board President

Date

Date

ATTEST:

ATTEST:

Andrea Cunningham, City Secretary

Olivia Barnard, Board Secretary



Contract Cover Sheet

Contract Number	NA - Hays County Joint Elections Agreement <i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
Contractor with Contact Information	Hays County, Texas Company: Jennifer Doinoff, Elections POC: Administrator
	120 Stagecoach Trail - San Marcos, TX 78666 Address:
	512.393.7310 Phone Number:
Effective Date	Upon final signature
Termination Date	July 31, 2024
Renewal/ Termination Notice Date	Termination if elections cancelled, and no later than February 19, 2024; Notice provided by ordinance cancelling elections
Bid/Quotes/ Budgeted	Costs are shared with other entities and based on number of registered voters - cost outlined on page 2. This is a budgeted item.
Finance Review	NA
Contract Amount	NA
Department	City Secretary / Elections
Reporting Requirements	Insurance Certificate: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	Conflict Disclosure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	1295 Reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	Other Reporting Requirements:
Council Meeting Date (if applicable)	January 16, 2024

**JOINT ELECTION AGREEMENT BETWEEN HAYS
COUNTY AND THE LPS OF SAN MARCOS**

This Joint Election Agreement (“Agreement”) is entered into on January 16, 2024, between the City of Dripping Springs, Hays County, Texas, (the "LPS") 511 Mercer Street, Dripping Springs, Texas 789620, and Hays County (the "County"), 120 Stagecoach Trail, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The LPS enters into this Agreement for the conduct of the elections to be held from August 2023 through July 2024.

Section 2. *Appointment of Election Officer.* The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the “Officer”) in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2023 through July 2024.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

Section 7. *Use of Common Ballot.* It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election

Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBS will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBS are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000-dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. Amendments. This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. Effective Date. This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on January 16, 2024 and end on July 31, 2024.

Section 12. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

City Secretary
City of Dripping Springs, Texas
PO Box 384
Dripping Springs, Texas 789620

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ___ day of _____, _____

Hays County Elections Administrator

City of Dripping Springs, Texas

Jennifer Doinoff
Elections Administrator

Michelle Fischer
City Administrator



Contract Cover Sheet

Contract Number	NA - Hays County election Services Contract <i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
Contractor with Contact Information	Hays County, Texas Company: Jennifer Doinoff, Elections POC:Administrator
	120 Stagecoach Trail - San Marcos, TX 78666 Address:
	512.393.7310 Phone Number:
Effective Date	Upon final signature
Termination Date	Upon conclusions of municipal elections - applies for runoff if necessary
Renewal/ Termination Notice Date	Termination if elections cancelled, and no later than February 19, 2024; Notice provided by ordinance cancelling elections
Bid/Quotes/ Budgeted	No costs associated with this contract
Finance Review	NA
Contract Amount	NA
Department	City Secretary / Elections
Reporting Requirements	Insurance Certificate: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	Conflict Disclosure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	1295 Reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA
	Other Reporting Requirements:
Council Meeting Date (if applicable)	January 16, 2024

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** (“Contract”) is made and entered into by and between the **Elections Administrator of Hays County, Texas (“Contracting Officer”)** and the **City of Dripping Springs, Hays County, Texas (“LPS”)** pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
 - B.** The Contracting Officer is hereby appointed to serve as the LPS’s Election Day Officer and Early Voting Clerk to conduct the Election for those areas located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise, and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
 - C.** The LPS agrees to commit the funds necessary to pay for Election-related expenses for the LPS’s Election in accordance with Chapter 173 of the Texas Election Code.
 - D.** The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPS’s holding elections on the same day in all or part of the same territory to enter into a Joint Primary election agreement as authorized in Chapter 172 of the Teas Election Code.
- I. RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
- A. Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

C. Election Training. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

D. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

E. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- F. Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- G. Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim LPS Clerk will ensure that Public Notice is also provided via published notice, on the LPS's website and on all LPS social media outlets.
- H. Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- I. Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- J. Applications for Mail Ballots.** The LPS and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.
- K. Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.
1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
 2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title

7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 120 Stagecoach, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.

3. Early voting ballots shall be secured and maintained at the Records Office at 120 Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and days at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

L. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Night Reports. The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day.

The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

- N. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- O. Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.
- P. Custodian of Election Records.** The Election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.
- Q. Recount.**
1. The LPS shall advise the Contracting Officer if a recount is required by law or requested, and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.
- R. Schedule for Performance of Services.** The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

S. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third- services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

II. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities.

A. Nomination of Presiding Judges and Alternate Judges. The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Election Orders, Election Notices, and Canvass. The LPS shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the LPS of all actions necessary to call the Election. The LPS shall be responsible for conducting the official canvass of the Election.

C. Map/Annexations. The LPS shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

D. Ballot Information. The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

E. Precinct Reports to the Texas Secretary of State. Based on information provided by the Contracting Officer, the LPS shall prepare, and file all required precinct reports with the Texas Secretary of State.

F. Annual Voting Report. The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the LPS that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.

B. Compensation for Election Workers. The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code Sec 173.005. The Contracting Officer shall pay the workers and be reimbursed by the parties sharing the polling locations.

IV. PAYMENT

A. Charges and Distribution of Costs. In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the Election costs and an administrative fee in accordance with TEC Chapter 172. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the LPS are set forth in the Cost Estimate on the Primary Finance Portal found at the Election Funds Management Division at the Office of Secretary of State of Texas.

B. Administrative Fee. The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the Election or a minimum of \$1,000.00.

C. Equipment Rental Fee. Per Section 123.03 of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, Scanner, Tenex Touch pad and per Verity Duo component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.

D. Payment. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

V. TERM AND TERMINATION

- A. Initial Term.** The initial term of the contract shall commence upon the last 's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. Termination.** If either wishes to terminate this Contract for convenience or for cause, the must provide not less than ninety (90) days' written notice to the other and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

- A. Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the Election is to be filed.
 2. The officers who conduct the official canvass of the Election returns.
 3. The authority to serve as custodian of voted ballots or other Election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. Cancellation of Election.** If the LPS cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$0. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall pay the fee.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. If an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The LPS and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the Election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. Amendment/Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

F. Severability. If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing 's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped

power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject (“force majeure event”) whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. Representatives. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer

Jennifer Doinoff
 Elections Administrator, Hays County
 120 Stagecoach Trail
 San Marcos, Texas 78666
 Tel: (512) 393-7310
 Fax: (512) 8786699
 Email: jennifer.doinoff@co.hays.tx.us

For the LPS:

Andrea Cunningham
 City Secretary, City of Dripping Springs
 511 Mercer Street
 Dripping Springs, Texas 78620
 Tel: (512) 858-4725
 Fax: N/A
 Email: acunningham@cityofdrippingsprings.com

Witness by my hand this the _____ day of _____, 2024.

Contracting Officer:

Jennifer Doinoff, Elections Administrator
Hays County, Texas

Witness by my hand this the 17th day of January 2024.

LPS:

City of Dripping Springs, Texas
Michelle Fischer
City Administrator

Signature



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: January 16, 2024

Agenda Item Wording: **Public hearing and consideration of approval of an Ordinance regarding an amendment to the meeting day of the Utility Commission.**

Agenda Item Requestor: Aaron Reed, Public Works Director

Summary/Background: Currently the Utility Commission meets the 2nd Wednesday of each month at 4:00 p.m. in the City Hall Council Chambers, and their main activity at this time is review of the Wastewater Facilities Report. Due to the timing of the release of the report, it is not available until the Monday following the posting and distribution of the agenda and packet. Unfortunately, because of this, the Commission is not able to get information in a timely manner allowing them to review and prepare questions prior to the meeting.

At their January 10th meeting, the Commission discussed moving the meeting to an alternate day of the month to facilitate receipt of the report in the packet. Moving the meeting would also allow the Hays Trinity Groundwater Conservation District management access to the report via the online published agenda packet.

Commission Recommendations: The Commission approved moving meetings to the 3rd Thursday of each month.

Recommended Council Actions: Staff recommends approval of the Commission recommendation to move meetings to the 3rd Thursday of each month.

Attachments: 1. Ordinance

Next Steps/Schedule:

1. Publish Ordinance to Century News and send to Municode for codification.
2. Inform Commission, Staff, Consultants, and Appointed and Elected Officials of change and update calendar invite.
3. Update website calendar.
4. Update Municode Agenda meetings.
5. Follow up with City Attorney regarding obligations regarding related agreements.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-_____

AN ORDINANCE AMENDING CHAPTER 2 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING ARTICLE 2.04 BOARDS, COMMISSIONS AND COMMITTEES, DIVISION 10. UTILITY COMMISSION AS IT RELATES TO THE MONTHLY MEETING DAY; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to facilitate discussion regarding the planning and improvements of the Wastewater Plan Operations and Reuse Plans, including expansion; and

WHEREAS, the City benefits from the perspective and knowledge of staff, officials, and residents of the City; 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.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 2, Article 2.04 of the City of Dripping Springs Code of Ordinances, Division 10. Utility Commission is amended so to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

3. REPEALER

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. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

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 January 2024, 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

*Attachment "A"**CODE OF ORDINANCES**CHAPTER 2 – ADMINISTRATION AND PERSONNEL**ARTICLE 2.04 – BOARDS, COMMISSIONS AND COMMITTEES**DIVISION 10. UTILITY COMMISSION***Sec. 2.04.151. Title.**

This division shall be commonly cited as the "utility commission ordinance."

Sec. 2.04.285. Membership; meetings.

(f) Meetings.

- (1) The commission will meet the ~~second Wednesday~~ **third Wednesday** of each month at 4:00 p.m. Agendas will be drafted by the commission chair, under the advisement of commission members and assisted by city staff.
- (2) Commission will have the authority to schedule additional meetings at any time by the chair's recommendation.
- (3) The commission will make a report to the city council at the first meeting of each month to update the council on projects and progress.

Work Order #	Title	WO Status
01205	FMP - Rock/Boulder install	New Work Order
01204	SRP - Parking lot improvements	New Work Order
01203	SRP - field fence repair	New Work Order
01202	Outfit new crane truck with tools etc.	Completed
01201	Decant Pump 2 - Fix leaking line where hose kinked	New Work Order
01200	Landscaping - Roger Hanks Pkwy	Completed
01199	Landscaping - Rob Shelton	Completed
01198	Replace Disc Meters and Splice Endpoints Driftwood	In Progress
01197	FMP - Please remove these limbs.	In Progress
01196	Landscaping - Rob Shelton	Completed
01195	Big Sky Stop Sign Replacement	Completed
01194	101 Glosson Sewer Cleanout Inspection	Completed
01193	Arrowhead Plant Lift Station Pump #1 O-ring	Completed
01192	Utility trailer inspection	Completed
01191	Service box inspection - 132 Club Ranch Court	Completed
01190	Service box inspection - 119 Palabro Circle	Completed
01189	Service Box Inspection 115 Palabro Circle	Completed
01188	Replace Signs at SRP	Completed
01187	Remove Carcass at SRP	Completed
01186	Clarifier Drive Maintenance Arrowhead Plant	In Progress
01185	LS- 6 Wet Well troubleshoot	Completed
01184	DSVB - Thermostat battery replacement	Completed
01183	Light Switch Office	Completed
01182	Flush Blue Blazes - December 2023	Completed
01181	Regional Lift Station Breaker Failure	Completed
01180	DSRP street sweeper	Completed
01179	SRP mens restroom	Completed
01178	Hays St L/S 1 Lift Station Pump#1 Clogged	Completed
01177	Visitor Centers Filter Swap	Completed
01176	SRP - Baseball field sign removal	Completed
01175	Remove T posts up by adult softball fields.	Completed
01174	Regional Lift Station Electrical	Completed
01173	Winterize hose bib in drip fields	Completed
01172	WW kubota 72 in mower	Completed
01171	Crane truck	Completed
01170	Stub in HAM radio coaxial cable from electric room	Completed
01169	Mercer Christmas bows	Completed
01168	Ranch House Chlorine Tabs	Completed
01167	DSRP Air Filter Swap	Completed
01166	Ranch House AC Filters	Completed
01165	Filter Change At City Hall	Completed
01164	Assist Maintenance with Road Cones - DSRP	New Work Order
01163	Service Box Inspection	Completed
01162	Service Box Inspection	Completed

01161	Panel needs to be secured.	Completed
01160	Dual axle utility trailer is missing nut on driver	Completed
01159	Springlake Dr. potholes	Completed
01158	Mercer crosswalk signs	Completed
01157	Trash SRP	Completed
01156	December Flushing and BacT samples Driftwood	Completed
01155	Clean Clarifier Regional Plant	Completed
01154	Switch Leads on Pump 2 at DSRP and check Amps	Completed
01153	Floats at Regional Plant Lift Station	New Work Order
01152	Lift Station Cleaning L/S 6,5,AH Plant	Completed
01151	College Street - ROW repair	Completed
01150	DSRP - Outdoor arenda - light issues	Completed
01149	Christmas on Mercer	Completed
01148	Ranch House - Furniture move	Completed
01147	SRP - parking lot debris clean up	Completed
01146	New Transducer South Regional Lift Station	Completed
01145	FMP - Two Bolts missing on big playground.	Completed
01143	611 Post Oak Dr - Pothole repair	Completed
01144	Manhole Mortar	Completed
01142	City Hall - 4" clean out lid replacement	Completed

Maintenance and Facilities Work Order Report
December 2023

Priority	Origin	Source Asset	Source User
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Corey Weatherby
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Andrew Thompson
Critical - ASAP	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Corey Weatherby
Medium - 3-7 days	Non-PM	PW-Carry 14'TrIr-0753	Robert Hutson
High - 1-3 days	Non-PM		Corey Weatherby
High - 1-3 days	Non-PM		Corey Weatherby
High - 1-3 days	Non-PM		Corey Weatherby
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Corey Weatherby
High - 1-3 days	Non-PM		Corey Weatherby
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Corey Weatherby
Critical - ASAP	Non-PM		Dane Sorenson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Corey Weatherby
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM	WW-Kubota Mower 72-3411	Sonny Garza
Medium - 3-7 days	Non-PM	PW003 - 2019 Chevy 6500 - 9404	Sonny Garza
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Corey Weatherby
Medium - 3-7 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Gray Lahrman

Critical - ASAP	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	PW-Carry 14'Trlr-0753	Robert Hutson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Manny Espinosa
Low - 7-15 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Manny Espinosa
High - 1-3 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Critical - ASAP	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Sonny Garza

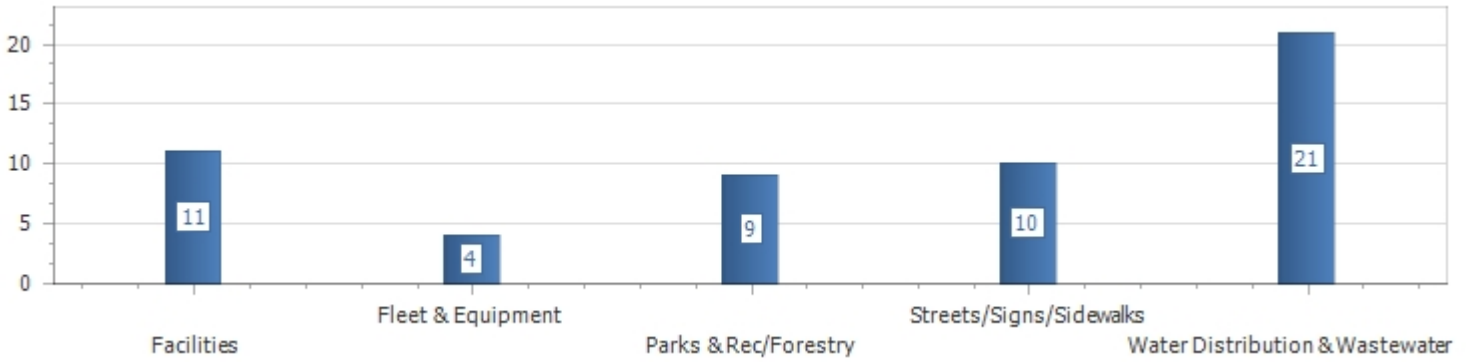
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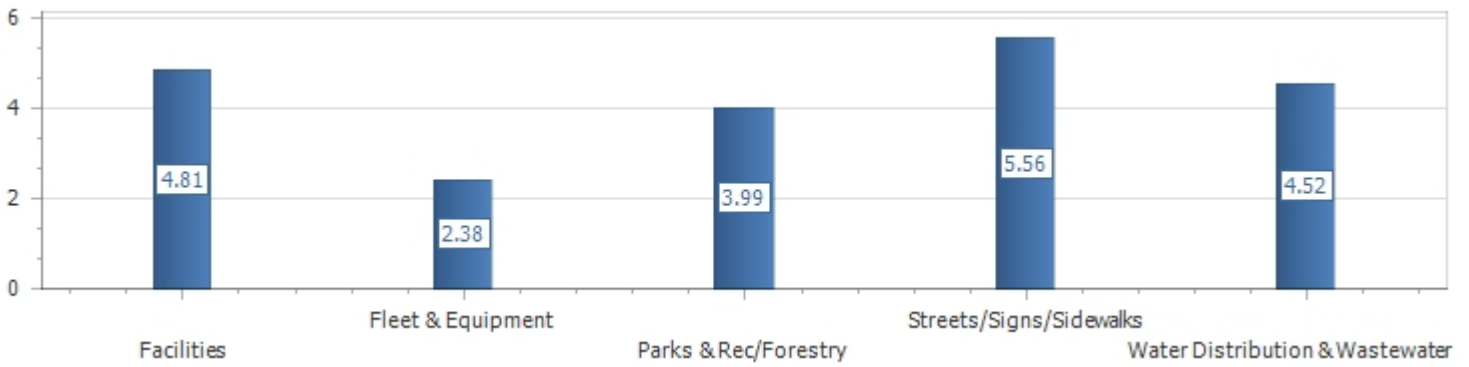
Completed WOs by Site Analysis

Date Printed: 01/08/2024

Total



Average days to close



Site	Total	Average days to close
Facilities	11	4.81
Fleet & Equipment	4	2.38
Parks & Rec/Forestry	9	3.99
Streets/Signs/Sidewalks	10	5.56
Water Distribution & Wastewater	21	4.52

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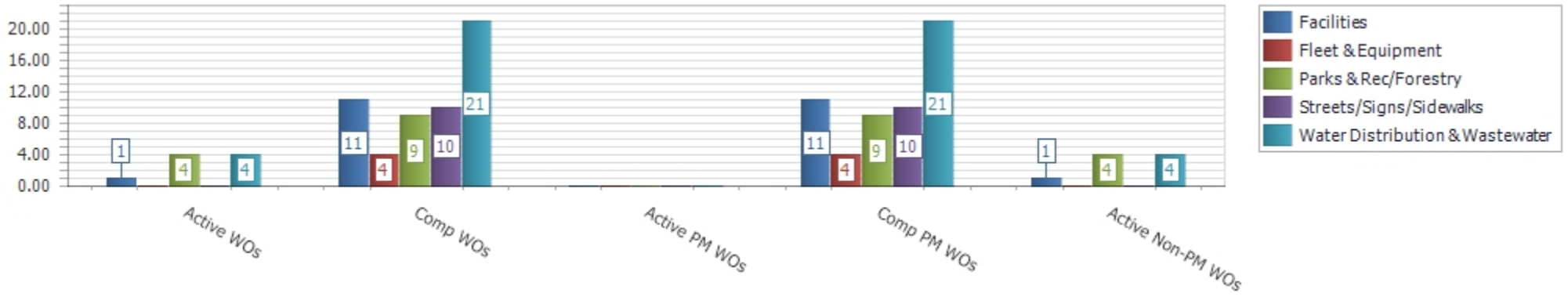
Search:

Advanced Filters: [Originated] Between '12/01/2023' And '12/31/2023'

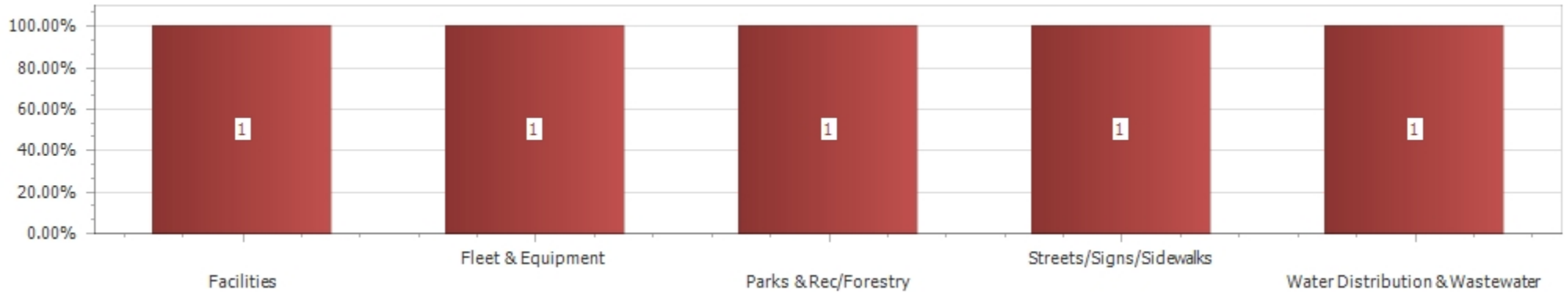
Tags:

Site Comparison

Date Printed: 01/08/2024



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	1	11	0	0	1	11	222.40	11.25	18.53	0.94
Fleet & Equipment	Dripping Springs	0	4	0	0	0	4	466.79	6.00	116.70	1.50
Parks & Rec/Forestry	Dripping Springs	4	9	0	0	4	9	84.27	7.50	6.48	0.58
Streets/Signs/Sidewalks	Dripping Springs	0	10	0	0	0	10	2766.86	134.00	276.69	13.40
Water Distribution & Wastewater	Dripping Springs	4	21	0	0	4	21	1102.39	100.75	44.10	4.03

Report Parameters

Filter:

Search:

Site Comparison

Item 17.

Date Printed: 01/08/2024

Page 2 of 2

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [Originated] Between '12/01/2023' And '12/31/2023'

Tags:



Emergency Management Status Report

For the month of December 2023

SOP's and Plans

- Completed review of and made changes to the following emergency plans and policies:
 - Basic Plan and Annexes with EM Commission assistance.
 - COVID-19 policy.
 - COVID-19 testing policy.
 - Pandemic Plan.
 - Continuity of Operations Plan (COOP).
- Eclipse plan:
 - Developing internal communication plan for staff working eclipse day.
- Hays County Hazard Mitigation Plan:
 - A public comment meeting is scheduled for January 25, 2024, from 6 pm - 8 pm at City Hall.
- Founders Day:
 - Working on all emergency plans and procedures for the event.
 - Water barricades will be filled by the EMC and a city staff member Friday night and Saturday morning.

Training

- Deputy Public Works Director and I completed CISA Region 6 - Protecting Soft Target Crowded Places training.
- Implementing FEMA training IS-906 – Workplace Security Awareness for all new hires. The training covers:
 - Physical Access and Security Control Threats
 - Criminal and Terrorist Threats
 - Workplace Violence Threats
 - Information & Cyber Threats
- The following staff members have completed required FEMA training:
 - Pam King – IS 100, 200, 700, 800, and 906.
 - Ryane Maceyra – IS 100, 200, 700, and 800.
 - Glorisela Rivas – IS 100, 200, 700, 800, and 906.

Miscellaneous

- HAM Radio:
 - Tower setup was completed by IT Director Jason Weinstock and EM Commissioner Gordon.
 - HAM radio is operational. Bring on the Zombies!
 - HAM radio and all emergency radios have been moved from the electrical room to the IT closet at Ranch Park.
- Traffic Water Barriers
 - Purchased 30 traffic water filled barriers.
 - There are currently 70 water filled barriers available to be used for traffic and crowd control at all events.

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Approved
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	In administrative completeness
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Approved w/ Conditions
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Approved w/ Conditions
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting for Resubmittal
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting for resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Waiting for Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting on Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Waiting on Resubmittal
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Waiting for Resubmittal
SD2023-0021 Skye Headwaters	CL	201 Headwaters Blvd	senior living multi family development	Waiting for Resubmittal
SD2023-0022 Sycamore Springs Middle School Expansion	ETJ	14451 Sawyer Ranch Road	4,500 sq ft expansion	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	New PDD
PDD2023-0002 Southern Land	New PDD
PDD2023-0003 ATX RR12 Apartments	New PDD

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69,999 acres, 160 of which are residential with an average lot size of 0.143 acres	Approval with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Tricking Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of wick are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Under Review
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Approval with conditions
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approved
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	In administrative completeness
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0041 Cowboy Church Subdivision	ETJ	207 Darden Hill Road	Subdividing 7.319 acres into 1 single lot. Minor plat	Approval with conditions
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Waiting for Resubmittal
SUB2023-0043 Caliterra Phase 3 Section 10 Construction Plans	ETJ	Caliterra Parkway	22 single family lots and 2 open space lots	In administrative completeness
SUB2023-0044 Replat Lot 9 Block K Caliterra 2-7 Construction Plans	ETJ	Peaksides Circle	Four lot replat.	Approval with conditions
SUB2023-0045 Amended Final Plat Big Sky Ranch Phase 3	CL	171 Sue Peak Loop	Relocation of lot lines.	Approval with conditions
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive	164 single family lots	Waiting for Resubmittal
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway	1 lot on 5.57 acres	Waiting for Resubmittal
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	In administrative completeness
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining 3 lots into 1.	Under Review
SUB2023-0050 Sanctuary Subdivision CP	ETJ	1111 Hays Countrt Acres	48 residential lots ranging from 1.6 acres to 2	Under Review
SUB2023-0051 Gateway Village Phase 1 CP	CL	HWY 290	144 Single family lots.	Under Review

In Administrative Completeness	Filing Date
SUB2023-0043 Caliterra Phase 3 Section 10 Construction Plans	24-Jan
SUB2023-0020 Driftwood Golf and Ranch Club, Phase Four Final Plat	24-Jan
SD2022-0025 Hardy Driveway	24-Jan



DRIPPING SPRINGS
Texas

**DEPUTY PUBLIC WORKS
DIRECTOR
FULL-TIME EXEMPT**

A. GENERAL PURPOSE

Under general direction of the Public Works Director and with minimal supervision, provides overall maintenance planning, budgeting, and oversight for City properties, facilities, vehicles, equipment, construction projects, roads, and grounds, and other duties as assigned. Performs a wide variety of semi-skilled tasks involving preventive and corrective maintenance of facilities, vehicles and equipment, city streets and recreational equipment.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains City Hall building, park amenities and grounds, outbuildings, and other City facilities.
2. Maintains and inventories city owned vehicles, tools, equipment, and supplies.
3. Coordinates routine and emergency maintenance.
4. Building Security: ensures operational integrity of locks, doors, etc. in City facilities.
5. Assess incidents/complaints for purpose of resolution.
6. Supervises inspection of construction and repair work performed by others for City.
7. Performs minor electrical, plumbing, carpentry, concrete work, painting, and landscaping.
8. Assists in performing tree-care maintenance in parks, open spaces, along trails, rights-of-way, and in other City properties as needed.
9. Picks up and disposes of litter and debris.
10. Removes and impounds signs illegally erected on City property or in public right-of- way.
11. Respond to emergency calls during and after regular work hours.
12. Develops annual maintenance schedule.
13. Develops annual maintenance budget.
14. Prepares monthly maintenance reports to Public Works Director.
15. Attends City Council and City Commission/Committee meetings as needed.
16. Assists in Founders Day Festival, Christmas on Mercer Street, Farmers Market, and other community event preparation and activities as needed.
17. Works in conjunction with Dripping Springs Youth Sports Association, and others regarding maintenance of leased/joint use facilities.
18. Fulfills daily maintenance call requests/requirements received at City Hall and those assigned by the Public Works Director.
19. Supervises Maintenance Workers and City Inspector, in day-to-day activities. Performs employee performance reviews. Provides other reviews/disciplinary measures as needed.

C. EDUCATION AND EXPERIENCE

Must possess strong background in maintenance, carpentry, grounds maintenance, and general contracting. Must work productively and independently. Must possess High School Diploma or GED **PLUS** five (5) years of general maintenance experience is preferred but applicable work experience may be substituted. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle. Must exhibit a professional demeanor and positive communication skills. Standard First Aid and C.P.R. certifications desirable but not required.

D. TOOLS AND EQUIPMENT USED

Front-end loader with box blade/arena drag, skid steer, trailer, mowing equipment, string trimmer, motor vehicle, phone, mobile or portable radio, and general maintenance equipment.

E. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. Work is performed mostly in field settings. Considerable outdoor work is required in the maintenance of various City facilities and parks. Must be able to work outside in all weather conditions and be able to lift a minimum of 40 pounds.
2. While performing the duties of this job, the employee is regularly required to move around various city sites; communicate effectively; and operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.

F. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works outdoors. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.

2. The noise level in the work environment is usually moderate to loud.

G. WORK HOURS

This is a full-time position. Core work hours will be set by the Public Works Director and will generally be between 8:00 am and 5:00 pm, including one hour for lunch, Monday through Friday. Additional hours on nights, weekends, holidays, and during emergencies will be needed in this position subject to the direction of the Public Works Director. This is a full-time exempt position and eligible for compensatory time off as described in the PERSONNEL MANUAL. Any compensatory hours performed must be preapproved by the direct supervisor.

H. SALARY

Salary is commensurate with the position. Pay days are every other Friday or as otherwise determined by the "CITY OF DRIPPING SPRINGS PERSONNEL MANUAL."

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as maybe modified by the specific employee's offer letter and subsequent revisions of the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact City Administrator at (512) 858-4725.

***Please note:** This Job Description is not a contract, and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Job Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



UTILITIES SERVICES MANAGER FULL-TIME EXEMPT

A. GENERAL PURPOSE

Under the general supervision of the Public Works Director, the Utilities Services Manager will be responsible for coordinating and directing the safe operations of the City's wastewater treatment plant, collection system, lift stations, water, and reuse water distribution systems in accordance with all local, state, and federal rules and regulations. The City's utilities operate 24 hours a day, 365 days a year.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Direct the maintenance and operations of water and wastewater lines through subordinate personnel.
2. Supervise utilities operators.
3. Supervise the operation of water distributions systems, wastewater collections systems, reuse systems, lift stations, wastewater treatment facilities and all other utility infrastructure.
4. Plan, develop, organize, and analyze procedures and operations of the Utilities Division.
5. Supervise and direct routine regulatory compliance testing on water and wastewater systems and submit all required compliance reporting to TCEQ and other entities in a timely manner.
6. Responds to any inquiries and violations in a timely and courteous manner.
7. Assist the Public Works Director with developing annual operating budget requests for Utilities Division based upon input from Utilities Operators.
8. Create and implement Standard Operating Procedures for Utilities Division.

9. Develops annual maintenance schedule for City Utilities facilities.
10. Develop, implement, and evaluate departmental policies, procedures, strategies, and goals.
11. Maintain, update, and ensure procedural compliance for programs.
12. Perform the full range of supervisory responsibilities both directly and indirectly through subordinate operators.
13. Provide organizational support by following all policies and procedures.
14. Must be present at site at work when scheduled and on time; arrives at meetings and appointments on time.
15. Observes and follows safety and security procedures; reports potentially unsafe conditions; uses equipment and materials properly.
16. Responds to emergencies.
17. Must be able to multi-task to meet all productive standards and complete assignment and work in a timely manner.
18. Prepares and presents staff reports and provides assistance to a variety of commissions, boards, and the City Council.
19. Works with City Engineer, Public Works Director, Planning Director, and other City officials/staff/consultants when necessary to review applications and permits.
20. Performs all other duties as assigned.

C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma or GED Equivalent.
2. Possesses TCEQ Class B wastewater operator license.
3. Possesses TCEQ Class B water operator license or has the ability to obtain within one year of employment.
4. TCEQ Class A wastewater operator license preferred.
5. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
6. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
7. Ability to communicate effectively orally and in writing.
8. Ability to use Microsoft Word, Excel, and Outlook for reporting and communications.
9. Ability to handle confidential and sensitive information while maintaining confidentiality.
10. Valid Texas Driver's License and good driving record (required).

D. TOOLS AND EQUIPMENT USED

Personal computer, including Microsoft Office; email; phone; printer; copy machine; SCADA; laboratory equipment; crane truck; backhoe; mower; string trimmer; motor vehicle; and mobile or portable radio; and general maintenance equipment.

E. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. Work is performed mostly in field settings. Considerable outdoor work is required in the maintenance of various City facilities. Must be able to work outside in all weather conditions and be able to lift a minimum of 80 pounds.
2. While performing the duties of this job, the employee is regularly required to stand; sit; walk; talk or hear; handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.
4. Must live within 45 minutes of normal travel time to Dripping Springs, Texas. Will be required to be on-call.

F. WORK HOURS

Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday, except holidays. This is a full-time exempt position and eligible for compensatory time off as described in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL. Additional hours on nights, weekends, holidays, and during emergencies will be needed in this position subject to the direction of the Public Works Director, Deputy Public Works Director, or Deputy City Administrator. Any compensatory hours performed must be preapproved by the direct supervisor.

G. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee is regularly exposed to high, precarious places; microorganisms found in sewage; waterborne diseases; outside weather conditions; extreme cold; extreme heat and risk of electrical shock. The employee is frequently exposed to fumes or airborne particles and toxic or caustic chemicals. The employee is occasionally exposed to wet and/or humid conditions;

- moving mechanical parts; explosives; risk of radiation and vibration.
2. The noise level in the work environment is usually moderate.

H. SALARY

Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

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DRIPPING SPRINGS
Texas

PUBLIC WORKS DIRECTOR
FULL-TIME EXEMPT

A. GENERAL PURPOSE

Reporting to the Deputy City Administrator, the Public Works Director provides leadership and direction, and is responsible for the overall operation of the Public Works Department. A key organizational operation, the Public Works Department is responsible for the administration, operation, and maintenance activities related to the city's streets, drainage, utilities, wastewater, water, transportation, code enforcement, environmental health, and facilities. Performs construction management duties, construction inspection, and quality assurance on public works and development projects.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assists the Deputy City Administrator in the oversight of the City's utility services. Responsible for working with staff to perform operations and maintenance of utility systems/infrastructure.
2. Manages technical and administrative activities including inspection and enforcement of applicable City codes, ordinances, and regulations.
3. Communicates and coordinates activities with other City departments, governmental agencies, and the private sector by working with City staff to determine compliance with various ordinances and codes.
4. Exercises independent judgment in preparing warnings, citations, and performing follow-up inspections to ensure compliance.
5. Appears in court as required.
6. Leads and attends meetings with architects, engineers, building owners, developers, and contractors to ensure quality control of building projects and to answer questions related to the City's utilities.
7. Conducts construction inspections of site developments and subdivisions under private construction, as well as city public works projects, and determines compliance with code.

8. Inspects and performs oversight on other agencies, utility companies, and contractors working within City easements and City rights-of-way to ensure public safety and ensure protection of City facilities; reviews and approves traffic control plans and coordinates road closures with emergency services, City departments and other agencies to maintain traffic flow.
9. Supervises others in the field as assigned and monitors and coordinates field work.
10. Conducts construction site inspections for compliance with site SWPPP and Water Quality Protection Ordinance.
11. Oversees the operation and maintenance of city facilities, drainage and water quality infrastructure, fleet vehicles and equipment, streets, landscaping, and pedestrian amenities.
12. Answers technical questions and provides information to public and other agencies.
13. Responds to and resolves public inquiries and complaints related to public works construction, development, and utility projects with excellent customer service.
14. Attends, conducts, and coordinates preconstruction meetings with department staff, engineers, contractors, developers, City departments, and other organizations.
15. Assists Public Works and Maintenance with infrastructure inventories and maintenance of records.
16. Assists with Budget Preparation and administration for Public Works Department, Maintenance, and Utilities Division.
17. Creates and implements policies related to public works projects and construction projects.
18. Maintains effective communication and interaction with City Council, City Administration, City Staff, other agencies, and the public.
19. Assists with debris removal as needed.
20. Must be generally available to respond to emergency “call outs” on construction projects, City facilities, and City infrastructure.
21. Maintains high standards of accuracy in exercising duties and responsibilities.
Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains effective communication and interaction with City Council, City Administration, City Staff, other agencies, and the public.
22. Supervises the work of the Deputy Public Works Director and Utilities Superintendent. Performs employee performance reviews. Provides other reviews/disciplinary measures as needed.
23. Performs other related duties as assigned.

C. SUPERVISION

Works under the general supervision of the Deputy City Administrator.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Graduation from high school and five (5) years experience in public works, utility operations, and construction. Bachelor's degree in the field of engineering, construction management, public administration, or a related field is preferred. Minimum TCEQ Class C Water & D Wastewater Operator License or ability to obtain within one year of employment. NPDES Certified Stormwater Inspector.
2. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
3. Ability to communicate effectively orally and in writing.
4. Ability to handle confidential and sensitive information while maintaining confidentiality.
5. Must possess a valid Class C Texas Driver's License, clean driving record, and reliable transportation.
6. Standard First Aid and C.P.R. certifications desirable but not required.

E. TOOLS AND EQUIPMENT USED

Personal computer, including Microsoft Office, CAD, SCADA, ArcGIS and database software; email; phone; printer.

F. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. Work is performed mostly in an office setting. Some outdoor work is required in visiting various land use developments, construction sites, or public works or utility facilities within in the City and ETJ.
2. Hand-eye coordination is necessary to operate certain computers and various other pieces of City equipment.
3. While performing the duties of this job, the employee is regularly required to move around various sites throughout the City; communicate effectively; handle, feel, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

G. WORK HOURS

Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday

through Friday, except holidays. Non-traditional work hours may be required and shall be coordinated with the City Administrator or Deputy City Administrator. This is a full-time exempt position and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL. Any compensatory time performed must be preapproved by the direct supervisor.

H. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works inside an office. The employee occasionally works outside on project sites and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.
2. The noise level in the office work environment is usually mild. Noise level in the field moderate to high.

I. SALARY

Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

K. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

Please note: This Job Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Job Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.