



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Conference Room 1, 511 Mercer St, Dripping Springs, TX
Tuesday, June 28, 2022 at 5:30 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

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

Staff, Consultants & Appointed/Elected Officials

- Deputy City Administrator Ginger Faught
- City Treasurer Shawn Cox

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

WORKSHOP

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

- 1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2023.**

BUSINESS AGENDA

- 2. Discuss and consider approval of an Ordinance Amending the City of Dripping Springs' Ordinances Article 20.06 – Retail Water Service relating to an ordinance establishing requirements concerning drought contingency plans and water conservation plans. Sponsor: Mayor Foulds, Jr.**

EXECUTIVE SESSION AGENDA

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

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **June 23, 2022, at 5:00 p.m.***

City Secretary

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



DRIPPING SPRINGS
Texas

Open spaces, friendly faces.

City of Dripping Springs
FY 2023 Tax Rate & Budget Adoption
Important Dates & Deadlines

Approved by Council: February 1, 2022

Amended: June 21, 2022

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2023. Calendar activities in RED note deadlines for staff & City Council, and Public Notifications. The Finance Director will coordinate with City Administration, the City Attorney and City Secretary regarding all notices, ordinances and resolutions as adopted, to include filing the proper documents with County and State Entities. The City Council will hold four meetings regarding the Tax Rate and Budget Adoption:

- June 21, 2022: Budget Workshop
- July 19, 2022: Budget Workshop and Set Proposed Tax Rate
- August 16, 2022: Budget Workshop, Public Hearings on Tax Rate and Budget
- September 6, 2022: Public Hearings and Adoption of Approved Budget and Tax Rate, and Ratification of Tax Rate**

**The Council may choose to either adopt the budget or postpone adoption to the following meeting on August 16, 2022.*

***If the total property tax revenue is raised, the Council will need to Ratify the Tax Rate with a resolution.*

All other calendar dates are related to the budget planning process for city staff to include recommendations from boards, commissions, and committees. Budget process activities are listed below each calendar for reference. The following boards, commissions and committees will submit budget recommendations:

- DSRP Board of Directors
- Economic Development Committee
- Emergency Management Commission
- Farmers Market Committee
- Founders Day Commission
- Historic Preservation Commission
- Parks & Recreation Commission
- TIRZ No. 1 & No. 2 Board
- Transportation Committee

The Finance Director will provide staff with the proper forms and budget planning materials related to individual requests and department requests. Staff will work with their supervisor and the Finance Director to draft and submit their requests, and Staff Liaisons to Boards, Commissions and Committees will hold meetings to discuss and provide recommendations for requests. The City Secretary will make sure that each meeting following approval of the Budget Calendar has a budget review/recommendation added to the abovementioned board and commission agendas. The City Secretary does not draft committee agendas but is available to staff for assistance. Please make sure you attach, or forward for attachment documents for agenda discussion items.



City of Dripping Springs

FY 2023 Tax Rate & Budget Adoption

Important Dates & Deadlines

Item # 1.

February 1, 2022	City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process
April 15, 2022	City Staff Department Budget Requests Due (includes individual staff member requests submitted to supervisors and IT related requests)
May 6, 2022	Board, Commission and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads
June 21, 2022	City Council Budget Workshop
July 1, 2022	Finance Director files Proposed Budget with City Secretary
July 5, 2022	City Council Budget Workshop, Set Proposed Tax Rate, and Discussion
July 19, 2022	City Council Budget Workshop
July 28, 2022	Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (Submit for publication July 15, 2022) Begin Continuous Notice of Proposed Tax Rate on City Website with Public Hearing Dates for Budget and Tax Rate Hearing, and Notice of Tax Rate
August 16, 2022	City Council Budget Workshop – Public Hearings on Tax Rate and Budget (<i>Must take action to either adopt or postpone adoption of the Budget to the September 6, 2022 City Council meeting</i>)
September 6, 2022	City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate
September 7, 2022	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
September 15, 2022	Publication of Notice of Approved Tax Rate and Budget (Submit for publication on August 19, 2022)

February 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
	CC Meeting- Budget Presentation & Budget Calendar Approval	DSRP Board Budget Discussion	Historic Preservation Commission Budget Discussion	**Staff obtain proper budget request forms from Finance Director
7	8	9	10	11
Parks & Recreation Commission Budget Discussion				
14	15	16	17	18
TIRZ Board Budget Discussion Founders Day Commission Budget Discussion			Farmers Market Committee Review Emergency Management Commission Budget Review	
21	22	23	24	25
		Economic Development Committee Budget Review		Departmental IT budget requests due to City Administrator
28				
Transportation Committee Budget Review				

Budget Activities

- Finance Director provides necessary budget information and request forms to develop individual and department budget requests.
- Staff begins meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff department heads review IT related software and equipment requests with City Administrator & Finance Director and determine any additional costs related to infrastructure. Requests due to City Administrator & Finance Director by February 25th.

***Dates may vary according to progress*

March 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
		DSRP Board Budget Review	Historic Preservation Commission Budget Review	
7	8	9	10	11
<i>Staff review draft budget requests with supervisors and Finance Director</i>				
Parks & Recreation Commission Budget Review				
14	15	16	17	18
<i>Staff review draft budget requests with supervisors and Finance Director</i>				
TIRZ Board Budget Review Founders Day Commission Budget Review			Farmers Market Committee Budget Review	
21	22	23	24	25
		Economic Development Committee Budget Review	Emergency Management Commission Budget Review	
28	29	30	31	
Transportation Committee Budget Review				

Budget Activities

- Staff continues meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff reviews draft budget requests with supervisors and Finance Director.

April 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
Parks & Recreation Commission Budget Recommendation Final Approval		DSRP Board Budget Recommendation Final Approval	Historic Preservation Commission Budget Recommendation Final Approval	
11	12	13	14	15
TIRZ Board Budget Recommendation Final Approval Founders Day Commission Budget Recommendation Final Approval				City Staff Department Budget Requests Due (Includes individual staff requests)
18	19	20	21	22
			Farmers Market Committee Budget Recommendation Final Approval Emergency Management Commission Budget Recommendation Final Approval	
25	26	27	28	29
Transportation Committee Budget Recommendation Final Approval		Economic Development Committee Budget Recommendation Final Approval		

Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- City Staff continues developing individual and department budget requests and updates them with feedback provided by City Administrators and Finance Director. Due by April 15th.
- City Administrator & Finance Director work with vendors and staff on options and costs for IT related expenses.

May 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
				Board, Commission, Committee, and Council Member Budget Recommendations Due
9	10	11	12	13
← City Administration Budget Development →				
16	17	18	19	20
← City Administration Budget Development →				
23	24	25	26	27
← City Administration Budget Development →				
30	31			
← City Administration Budget Development →				

Budget Activities

- All board, commission, committee, and council member recommendations due to Finance Director by May 6th.
- City Administrators and Finance Director draft proposed budget and review with staff and council members as necessary.

June 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
		← Budget Review w/Mayor →		HOT Grant Program Recommendation Due
6	7	8	9	10
← Budget Review w/Mayor →				
13	14	15	16	17
20	21	22	23	24
	CC Meeting: - Budget Workshop			
27	28	29	30	
	CC Meeting: - Budget Workshop			

Budget Activities

- City Administrators & Finance Director meet with Mayor to finalize budget for submission to Council.
- City Council holds 1st budget workshop to review and discuss proposed budget on June 21st.
 - Review of Budget Process - Presentation of Draft Budget to be Filed – Review of Assumptions

July 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
				File Proposed Budget with City Secretary and Post on Website
4	5	6	7	8
	CC Meeting: - Budget Workshop			
11	12	13	14	15
	CC Meeting: - Budget Workshop			
18	19	20	21	22
	CC Meeting: - Budget Workshop - Set Proposed Tax Rate			
25	26	27	28	29
	CC Meeting: - Budget Workshop		• Publication of Proposed Tax Rate & Budget Public Hearings • Begin Continuous Notice on City website	

Budget Activities

- Finance Director files proposed budget with City Secretary.
- City Secretary posts proposed budget on city website and copy given to Receptionist for public review.
- City Council holds 3rd Budget Workshop on July 5th.
 - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds
- City Council approves Proposed Tax Rate on July 16th.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on July 15th for publication on July 21st.
- City Council holds Budget Workshop on July 19th.
 - Review of Wastewater, Utilities, Impact Fees, & TWDB Project
- City Secretary begins continuous notification of public hearings on City website on July 28th.

August 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
	CC Meeting: - Budget Workshop			
8	9	10	11	12
	CC Meeting: - Budget Workshop			
15	16	17	18	19
	CC Meeting: - Public Hearings on Tax Rate & Budget			
22	23	24	25	26
	CC Meeting: - Budget Workshop			
29	30	31		
	CC Meeting: - Budget Workshop			

Budget Activities

- City Council holds Public Hearings for proposed Tax Rate and Budget on August 16th.
- Budget Workshops are held each Tuesday.

September 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
5	6	7	8	9
	CC Meeting: - Public Hearings on - Tax Rate & Budget - Budget Adoption Tax Rate Ratification & Adoption	• Publication of Tax Rate & Budget on City website • File Tax Rate & Budget with County and State Entities		
12	13	14	15	16
			Publication of Notice of Approved Tax Rate & Budget	
19	20	21	22	23
26	27	28	29	30

Budget Activities

- City Council holds 2nd Public Hearings for proposed Tax Rate and Budget on September 6th.
- City Council adopts Budget and Tax Rate on September 6th.
- Finance Director prepares Approved Budget for Fiscal Year 2023 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on September 8th for publication on September 15th.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.

HPC FY 2023 Budget Recommendation
 Approved 05/05/2022

Item # 1.

	A	B	C	D
		FY 2022 Budget	FY 2023 Proposed	
1				
2	GENERAL FUND			
3	Historic District Consultant	\$3,500.00	\$3,500.00	
4				
5	SPECIAL PROJECTS			
6	OFR and Hays St. District Signage*	\$2,000.00	\$1,000.00	signs identifying districts
7	Mercer Street Planters (Quantity 4)**	\$3,850.00	\$0.00	
8	Mercer & OFR District Marketing Signs in ROW at each of Mercer Street	\$3,000.00		status with Lisa status new signs using existing posts
9	Historic Tour Brochure Printing*	\$2,800.00	\$2,800.00	2022
10	Preventative Oak Wilt Program for Historic Districts**		\$25,000.00	tree inventory and assessment to be followed by request for funds for preventative oak wilt plan, tree maintenance, and care
11	TOTAL	\$15,150.00	\$32,300.00	
12				
13				
14				
15	SUPPORT OF PROJECTS			
16	Support improvements to Stephenson Bldg			
17	Support of advancement of Old Fitzhugh Rd. Improvement Project			
18				
19	*Eligible for Hotel Occupancy Tax Funds			
20	**Eligible for Landscape Funds			

TRANSPORTATION COMMITTEE

2022-2023 BUDGET REQUEST

1. Transportation Symposium - \$20,000

The Transportation Committee will conduct a Transportation Symposium once in-person meeting resumes. The symposium will discuss key transportation issues in the City of Dripping Springs. These issues include the widening of US 290 and construction of alternate or bypass routes around the community. Key attendees include City, TxDOT, Hays County, CAMPO and political leaders. This fee assumes preparation time and conducting of two symposium dates along with additional one on one meetings, as required. This item was budgeted for in FY21 and FY22 and was not used due to the lack of in-person meetings.

2. Middle School Sidewalk Design - \$160,000

This estimated fee is the FY23 contribution to the City's portion of the TxDOT sidewalk grant for the Middle School sidewalks. This fee will cover surveying, environmental, PS&E, and TxDOT administrative fees. \$140,000 was budgeted in FY22 and any remainder of that will be added to this amount.

3. Roger Hanks Intersection Improvements - \$400,000

This fee is to cover design and construction of the improvements at the intersection of Roger Hanks Pkwy. and Shane Lane and required property acquisition. This intersection improvement is the City's responsibility in the construction of the Roger Hanks extension that will be built with the Heritage subdivision.

4. Rob Shelton Sidewalk Project - \$150,000

This estimated fee is for potential overruns in construction costs of the TxDOT sidewalk grant for Rob Shelton due to increases in costs.

5. Rob Shelton Intersection Improvements - \$100,000

This fee is to cover overruns in cost for the improvements to Rob Shelton and US 290 associated with PDD 11. The improvements will add an additional left turn lane to Rob Shelton Northbound. The offsite road agreement with PDD 11 was negotiated in 2021 and costs are likely higher than the negotiated amount.

6. Misc. HDR Consulting/Engineering - \$75,000

This budget is to cover expenses incurred by the City's traffic consultant, HDR, on other matters that come to the attention of the Transportation Committee. Examples tasks include traffic engineering design, consultation on traffic-related issues and small studies. Review of Traffic Impact Analysis, which will be reimbursable by developers, for developments are included in this task.

7. 2023 TxDOT TASA Grant Applications - \$60,000

This fee is to cover the application costs for two TxDOT TASA grant applications. This is a cost savings over previous years due to City staff working with HDR on the applications instead of using a grant writer.

8. Rob Shelton North Improvements - \$1,000,000 (Pending Council Approval)

This fee is to cover the construction of the improvements to Rob Shelton Blvd. associated with the Cannon Ranch Development. The City is responsible for this portion of the Transportation Improvements associated with the development.

Total Requested Budget = \$965,000 (\$1,965,000 Pending Approval of #8)

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
Revenues									
	Transfers In								
	TXF in from Hays County Bond Measure Award	-	-	-	-	-			
	TXF from Contingency Funds General			-	-	-			
100-400-47012	TXF from Contingency Funds DSRP		15,500.00	-	-	-			
	TXF from General Fund			-	-				
	TXF From CLFRF							160,570.49	
100-400-47005	HOT Funds	-	-	-	292,000.00	2,000.00	2,000.00	159,000.00	
100-400-47002	TXF from Parkland Dedication (Parkland Dedication funds are allocated for Capital Improvements only.)	114,180.76	145,551.73	172,200.00	154,439.00	113,462.80	113,462.80	107,000.00	Currently Being Est. by Planning
100-400-47014	TXF from Parkland Development (Parkland Development funds can be utilized for maintenance costs)					111,731.40	121,731.40		Currently Being Est. by Planning
100-400-47003	TXF from Landscaping Fund	251.17	6,522.25	6,500.00	4,000.00	4,000.00	4,000.00	1,000.00	Currently Being Est. by Planning
	Total Transfers In	114,431.93	167,573.98	178,700.00	450,439.00	231,194.20	241,194.20	427,570.49	
	City Sponsored Events								
100-400-44000	Christmas on Mercer				1,227.00	1,227.00	1,227.00	3,000.00	Based on Lions
	Total City Sponsored Events	-	-	-	1,227.00	1,227.00	1,227.00	3,000.00	
	Sponsorships & Donations								
	S&R Donation			10,000.00	-	-			
	Park Bench & Tree Dedication Program			-	1,800.00	1,800.00	1,800.00		
	Activity Guide Sponsorship					6,000.00	6,000.00		
	Sponsorships & Donations						2,696.00	2,000.00	
100-400-44000	Total Sponsorships & Donations	-	-	10,000.00	1,800.00	7,800.00	10,496.00	2,000.00	
	Aquatics Program Income								
	Other Aquatics Income	60.00			24,950.00	100.00	100.00	100.00	
	Pool Concessions/Vending	1,857.50						-	
	Private & Group Swim Lesson Program Revenue	12,055.54	833.70		24,950.00	55,200.00	55,200.00	-	Not possible for 2023
	Pool Daily Entrance Fees	452.00	9,680.00		6,000.00	10,000.00	10,000.00	12,000.00	2021- \$11,313.00
	Aquatics Programs/Red Cross Trainings	-	1,274.50		1,500.00	3,000.00	3,000.00	1,500.00	\$125/guard *10
	Pool Season Passes	10,469.03			1,500.00	14,000.00	14,000.00	14,000.00	2021 - \$13,415.50
	Coyote Camp Entrance Fee Income							1,350.00	\$1.50 Entry Fee * 2x/wk (50% discount)
	Float & Flick							200.00	\$5 * ~40 people
	Bark in the Park							250.00	\$5 * ~50 people
	DS Tiger Splash Propane Reimbursement				3,500.00	3,500.00	3,500.00	-	Removed based on latest agreement
	Reimbursement of Utility Costs					8,000.00	8,000.00	-	Removed based on latest agreement
100-402-44003	Total Aquatics Program Income	24,894.07	11,788.20	-	62,400.00	93,800.00	93,800.00	29,400.00	
	Pool & Pavilion Rental Income								
	Tiger Splash			7,776.00	10,900.00	13,000.00	13,000.00	14,570.00	To be based on Latest agreement.
	Pool Rental + Pavilion Party Packages	16,140.00	280.00	-	1,000.00	3,000.00	3,000.00	-	Removed. Pool & Pavilion have been separated.
	Pool Rental		585.00	-	800.00	800.00	800.00	2,380.00	\$170 *~13 rentals

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
100-402-44004	Total Pool & Pavilion Rental Income	16,140.00	865.00	7,776.00	12,700.00	16,800.00	16,800.00	16,950.00	
	Park Rental Income								
	General Revenue	4,028.00	3,608.00		900.00	4,000.00	4,000.00	-	
	Sports & Recreation Park				500.00	500.00	500.00	1,000.00	
	Veterans Park/Triangle Rental		150.00		450.00	450.00	450.00	450.00	
	Founders Pavilion Rentals							3,000.00	
	Founders Memorial Park Fields				400.00	400.00	400.00	1,500.00	
100-400-44004	Total Park Rental Income	4,028.00	3,758.00	-	2,250.00	5,350.00	5,350.00	5,950.00	
	Community Service Permit Fees								
	Road Closure Permits				200.00	200.00	200.00	300.00	
	Film Permits				200.00	200.00	200.00	500.00	
	(proposed) Event Permits				1,000.00	2,500.00	2,500.00		
	Itinerant Vendor Permits				200.00	1,000.00	1,000.00	1,000.00	
	(proposed) Banner Display Fee				1,000.00	500.00	500.00	-	Removed forFY23
100-400-44001	Total Community Service Permit Fees	-	-	-	2,600.00	4,400.00	4,400.00	1,800.00	
	Community Service Programs & Events								
	Adult Softball								
	- Adult Softball League Fees				1,000.00	4,000.00	17,800.00	6,800.00	(Mens Spring & Summer League = 10 teams x \$400) (Womens Spring League = 4 teams x \$700)
	- Other Adult Recreation Programs				1,000.00	1,000.00	1,000.00	1,200.00	(Fall Kickball - 6 teams x \$200)
	Subtotal Adult Softball	-	-	-	2,000.00	5,000.00	18,800.00	8,000.00	
	Weekly Farmers Market Event								
	- Farmers Market Sponsorship				1,000.00				
	- Farmers Market Grants & Donations				1,000.00				
	- FM Booth Fees				40,480.00				
	- Friends of Dripping Spring Farmers Market				1,000.00				
	- FM Application Fee				2,650.00				
	- Market Events				500.00				
	- Interest Income				500.00				
	Subtotal Weekly Farmers Market Event	-	-	-	47,130.00	-	-	-	
100-400-44002	Total Community Service Programs & Events	-	-	-	49,130.00	5,000.00	18,800.00	8,000.00	
Total Revenues		159,494.00	183,985.18	196,476.00	582,546.00	365,571.20	392,067.20	494,670.49	

Expenditures

	Other								
	Parks Mileage	-	180.56	-	500.00	500.00	500.00	500.00	
	Parks Miscellaneous							-	
	CivicRec Recreation Business Software (Replacement of Activenet)				11,000.00	11,000.00	11,000.00	11,000.00	Annual software agreement.
	TX to DSRP OP		61,235.86					-	

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
100-400-70003	Total Other	-	61,416.42	-	11,500.00	11,500.00	11,500.00	11,500.00	
	Dues, Fees & Subscriptions								
	NRPA Agency Membership				337.50	337.50	337.50	437.50	
	Bird City Texas Certification Fee								Add in for 2024
	ACA Membership				375.00	375.00	375.00		Move to DSRP
	TRAPS Membership				150.00	150.00	150.00	500.00	
	TPPC Membership				100.00	100.00	100.00	152.00	
	NAPF Agency Membership				375.00	375.00	375.00	375.00	
100-400-63004	Total Dues, Fees & Subscriptions	213.10	112.17	2,719.08	1,337.50	1,337.50	1,337.50	1,464.50	
	Advertisements + Marketing								
	Parks & Community Services Activity Guide SP/SU 2022			5,000.00	6,000.00	6,000.00	6,000.00	8,000.00	Additional printings & Mailings
	HR - Recruitment Ads				1,000.00	500.00	500.00	1,000.00	
	Facebook Blasts For Events				200.00	-	-	250.00	Ask Lisa for guidance
	Farmers Market - Marketing				2,600.00			-	
	General Event Banners				500.00	-	-	1,000.00	Bark in the Park, Movies in the Park, Community Clean up Days, Star Party, Lights Out Drip, IDS Week, Festival of Flight; 10 banners @ \$100 each
	Event Marketing				1,000.00	-	-	1,000.00	Online/ facebook
100-400-66001	Total Advertising & Marketing	-	-	5,000.00	11,300.00	6,500.00	6,500.00	11,250.00	
IMPROVEMENTS (CIP)									
	All Parks Improvements								
	Cohesive Entrance & Wayfinding Signage Plan - Phase 1			50,000.00	50,000.00		32,942.50	6,500.00	Construction Phase Service; Eligible for Parkland Dedication
100-400-71004	Total All Parks Improvements	-	-	50,000.00	50,000.00	-	32,942.50	6,500.00	
	Founders Memorial Park Improvements								
	Park Entrance Gate + Field Access Protection			-	8,000.00	-	-		Eligible for Parkland Dedication
	Pool Entryway Sign								Mack getting #s (Eligible for Parkland Dedication)
	Park Wayfinding Sign							53,000.00	Eligible for Parkland Dedication
	Cactus Garden Interpretive Panel				2,000.00	2,000.00	2,000.00	-	Eligible for Parkland Dedication
	Pool Natural Gas Line								
	Skate Park				550,000.00			150,000.00	150,000 Requested for Skate Bowl
	Pool Improvements							1,500.00	
	Pool Fence Netting								
	Founders Parking lot Expansion							91,410.00	See Chad's Email for updated costs Eligible for Parkland Dedication
	Pool Deck Expansion Phase II- Cool Deck Surfacing				20,000.00	20,000.00	20,000.00	-	
	Pool Filtration System Replacement					45,731.40	45,731.40	-	
100-400-71005	Total Founders Memorial Park Improvements	47,120.72	73,832.12	51,700.00	580,000.00	67,731.40	67,731.40	295,910.00	

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Sports & Recreation Park Improvements					-	-		
	Phase I Baseball Field Lights - \$292,000			-	292,000.00			150,000.00	Possible HOT Eligibility
	*Phase 2- Softball #2 - \$172,250								Possible HOT Eligibility
	Phase 3 - Softball Upper & Lower + Soccer #7 - \$806,400 + \$30,000								Possible HOT Eligibility
	Phase 4 - Soccer #6 (A-E)- \$286,250								Possible HOT Eligibility
	Phase 5 - Soccer Lower, Soccer upper - \$529,100 + \$12,000								Possible HOT Eligibility
100-400-71006	Total Sports & Rec. Park Improvements	47,120.72	71,356.00	62,000.00	292,000.00	-	-	150,000.00	
	Charro Ranch Park Improvements								
	2022-Bird Identification Display Refurbishment	21,606.47		-	800.00	800.00	800.00	-	
	2022 - Native Plant Display, Restoration, & Education Garden				1,000.00	1,000.00	1,000.00	1,000.00	Eligible for Landscape Funds
100-400-71007	Total Charro Ranch Improvements	21,606.47	-	-	1,800.00	1,800.00	1,800.00	1,000.00	
	Veterans Memorial Park /Triangle Improvements								
	Triangle Banner Display Structure			-	2,000.00	2,000.00	2,000.00	9,000.00	Display Banner, Eligible for Parkland Dedication Fees, Hot Eligible
100-400-71009	Total Veterans Memorial Improvements	-	-	-	2,000.00	2,000.00	2,000.00	9,000.00	
	Rathgeber Natural Resource Park Improvements					-	-		
	Phase I RGNRP -Master Plan, Required Site Analysis & Visioning Plan				65,000.00			100,000.00	This just covers Engineering Enviro. Survey & Inventory
	Total Rathgeber Improvements	-	-	-	65,000.00	-	-	100,000.00	
	Arrowhead Park Improvements					-	-		
	Master Plan, Required Site Analysis & Visioning Plan				-			-	
	Total Arrohead Park Improvements	-	-	-	-	-	-	-	
Total Improvements		115,847.91	145,188.12	163,700.00	990,800.00	71,531.40	104,473.90	562,410.00	
PARK UTILITIES									
	Miscellaneous Park Utilities								
100-400-65007	Portable Toilets - All Parks	4,680.00	4,890.00	5,780.00	7,000.00	5,000.00	5,000.00	7,250.00	Get costs and locations (Shawn)
100-401-65000	Ranch House Network & Phone		1,402.98		500.00	500.00	500.00	-	Moved to DSRP
100-401-65017	Ranch House Admin Office Electricity		918.72		500.00	500.00	500.00	-	Moved to DSRP
	Total Misc. Park Utilities	4,680.00	7,211.70	5,780.00	8,000.00	6,000.00	6,000.00	7,250.00	
	Sports & Recreation Park Utilities								
100-400-65011	S&R Park Water	5,187.77	11,792.03	13,000.00	14,500.00	14,500.00	14,500.00	13,000.00	Based on DSYSA agreements.
100-400-65012	S&R Electric	374.69	734.32	1,200.00	1,200.00	1,200.00	2,500.00	2,500.00	
	Total SRP Utilities	5,562.46	12,526.35	14,200.00	15,700.00	15,700.00	17,000.00	15,500.00	

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Veterans Memorial Park Utilities								
100-400-65010	Triangle Water			475.00	500.00	500.00	500.00	1,000.00	Ask Craig
100-400-65009	Triangle Electric			650.00	650.00	500.00	500.00	500.00	
	Total VMP Utilities	-	-	1,125.00	1,150.00	1,000.00	1,000.00	1,500.00	
	Founders Memorial Park & Pool Utilities								
100-402-65013	FMP Pool/Pavilion Water	3,901.45	4,677.71	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	
100-402-65014	FMP Pool/Pavilion Electricity	7,131.45	6,649.37	6,500.00	6,500.00	4,500.00	4,500.00	7,250.00	
100-402-65000	FMP Pool Network & Phone	613.99	1,904.01	1,200.00	1,500.00	1,500.00	1,500.00	1,650.00	
100-402-65019	FMP Propane for Pool heater				20,000.00	20,000.00	20,000.00	20,000.00	Reevaluate after swim season starts
	Skate Park Water			-	-	-	-		
	Skate Park Electricity			-	-	-	-		
	Total Founders Utilities	11,646.89	13,231.09	12,700.00	33,000.00	32,000.00	32,000.00	34,900.00	
	Rathgeber Natural Resource Park Utilities								
	RGNR - Water				-	-	-		
	RGNR - Electric				-	-	-		
	Total Rathgeber Utilities	-	-	-	-	-	-	-	
	Total Utilities	21,889.35	32,969.14	33,805.00	57,850.00	54,700.00	56,000.00	59,150.00	
MAINTENANCE									
	General Maintenance (All Parks)								
100-400-63013	General	23.49	61.81	250.00	1,000.00	1,000.00	1,000.00	1,000.00	
100-400-64005	Equipment Rental			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
	Total Gen. Maint	23.49	61.81	1,250.00	2,000.00	2,000.00	2,000.00	2,000.00	
	Founders Pool Maintenance								
	Pool Maintenance + Repairs		1,460.48			6,000.00	6,000.00	6,000.00	
	Pool House Exterior Paint							10,000.00	
	Poll fence Betting								
	Painting of Pool Structure, Bath House/Office, Etc.								
100-402-63015	Total Pool Maintenance Maint.	-	1,460.48	-	-	6,000.00	6,000.00	16,000.00	
	Founders Park Maintenance								
	Park Maintenance + Repairs	3,874.83	7,531.62	2,000.00	8,000.00	4,000.00	4,000.00	34,000.00	\$30K for Parking lot repair.
	Trail Grooming + Maintenance			2,500.00	5,000.00	-	-	5,000.00	
	Grounds Maintenance (Founders Park Lawn) + Grounds Contract	10,800.00	5,200.00	7,750.00	7,740.00	7,740.00	7,740.00	7,740.00	
	Arborist Certified Tree Work				2,000.00	2,000.00	2,000.00	-	Eligible for Landscape funds
	Play Structure Mulch Replenishment				4,000.00	1,000.00	1,000.00	1,000.00	Reoccurring annual cost.
	Play Structure Border Concrete work				2,500.00	2,500.00	2,500.00	-	
	Cactus Garden refurbishment				1,000.00	1,000.00	1,000.00	1,000.00	Pending Boy Scout Project acceptance. (Eligible for Landscape Funds)

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Catherine Cannon Hiking Trail Sign Maintenance				2,000.00	2,000.00	2,000.00	-	
	General Maintenance			5,000.00	5,000.00	2,000.00	2,000.00	2,000.00	
100-402-63015	Total Founders Park Maint.	14,674.83	12,731.62	17,250.00	37,240.00	22,240.00	22,240.00	50,740.00	
	Skatepark Park Maintenance								
	Skatepark Maintenance	-	-	-	-	-	-	500.00	Requested by Maintenance Director
100-402-63015	Total Skatepark Maint.	-	-	-	-	-	-	500.00	
	S & R Park Maintenance								
	Grounds Maintenance (Lawn Maintenance) + Grounds Contract	19,017.04	12,600.00	10,020.00	26,420.00	26,420.00	26,420.00	26,420.00	
	Arborist Certified Tree Work							-	
	Trail Grooming + Maintenance	850.00	2,220.00	1,000.00	2,000.00	-	-	5,000.00	
	General Maintenance		4,924.34	3,000.00	3,000.00	4,000.00	4,000.00		Ask Craig
	Play Structure Mulch replenishment				2,000.00	-	-		
	Bleacher Repair				3,500.00	3,500.00	3,500.00		
	Volleyball Court Deferred Maintenance				22,000.00	18,000.00	18,000.00		
	Adult Softball Field Amenities Deferred Maintenance				40,000.00	-	4,599.00		
100-400-63016	Total SRP Maint.	19,867.04	19,744.34	14,020.00	98,920.00	51,920.00	56,519.00	31,420.00	
	Charro Ranch Park Maintenance								
	Trail Grooming + Maintenance				2,500.00	-	-		
	Grounds Maintenance General Grounds Contract	10,600.00	6,100.00	8,395.00	6,150.00	6,150.00	6,150.00	6,150.00	
	General Maintenance	265.76	6,993.49	2,350.00					
	Demo Garden Maintenance			200.00	200.00	200.00	200.00	500.00	
	Rainwater Collection Tank Maintenance				350.00	350.00	350.00	100.00	
	Policy Signage repair/replacement				500.00	500.00	500.00	-	
	Miscellaneous Maintenance				500.00	500.00	500.00	500.00	
100-400-63017	Total Charro Maint.	10,865.76	13,093.49	10,945.00	10,200.00	7,700.00	7,700.00	7,250.00	
	Triangle/Veterans Memorial Park Maintenance								
	Grounds Maintenance			500.00	500.00	500.00	500.00	500.00	
	General Maintenance			300.00	200.00	200.00	200.00	200.00	
100-304-63018	Total VMP Maint.	-	-	800.00	700.00	700.00	700.00	700.00	
	Rathgeber Natural Resource Park Maintenance								
	Grounds Maintenance			-	-	-	-	-	
	Trail Maintenance			-	-	-	-	-	
	General Maintenance			-	-	-	-	-	
	Supplies (Cameras)							900.00	
	Total Rathgeber Maint.	-	-	-	-	-	-	900.00	
	Arrowhead Park Maintenance								

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Grounds Maintenance			-	-	-	-	-	
	Trail Maintenance			-	-	-	-	-	
	General Maintenance			-	-	-	-	-	
	Total Arrowhead Park Maint.	-	-	-	-	-	-	-	
	Total Maintenance	45,431.12	47,091.74	44,265.00	149,060.00	90,560.00	95,159.00	109,510.00	

SUPPLIES

	General Supplies								
	General Park Supplies	3,461.36	3,308.88	4,000.00	4,000.00	2,000.00	2,000.00	2,000.00	
	Cleaning and toiletry supplies							4,950.00	From Maintenance Department
	Pesticide and Herbicide							600.00	From Maintenance Department
	PCS Operations Supplies				1,000.00	1,000.00	1,000.00	1,000.00	
100-400-64011	Total General Supplies	3,461.36	3,308.88	4,000.00	5,000.00	3,000.00	3,000.00	8,550.00	

	Community Services Event Supplies								
	Festival of Flight				1,000.00	-	-	1,000.00	Program supplies, payment for musician, movie rights,
	Movie Equipment							15,000.00	Purchase of screen and equipment
	Community Clean-Up Days				200.00	-	-	200.00	Program supplies (trash bags, gloves, replacement trash grabbers) marketing, snacks and incentives
	Movies in the Parks				4,000.00			2,000.00	Start up costs for recurring movies in the park program
	2 Micro Events				2,000.00			1,000.00	2 Star parties annually, need start up supplies for recurring program
	Christmas on Mercer				500.00	500.00	500.00	500.00	For community outreach materials and activities
	Weekly DS Farmers Market Special Event				500.00				
	Weekly DS Farmers Market Entertainment				1,000.00				
	DS Farmers Market Vendors Social				2,000.00				
100-400-64015	Total Comm. Ser./Event Supplies	-	-	-	11,200.00	500.00	500.00	19,700.00	

	*Program Supplies								
	Adult Softball Program Supplies				1,000.00	1,000.00	13,240.00	350.00	Review based on number of nights
	Softball Contract Costs								
	Friends of DS Farmers Market Program				1,000.00				
100-400-64015	Total Program Supplies	-	-	-	2,000.00	1,000.00	13,240.00	350.00	

	Charro Ranch Supplies								
	General CRP Supplies	214.05		200.00	850.00	850.00	850.00	850.00	
	Bird Seed Storage Box			-	250.00	250.00	250.00	250.00	
	Bird Seeds			-	300.00	200.00	200.00	200.00	
	Supplies			37.10	300.00	200.00	200.00	200.00	
100-400-64012	Total Charro Supplies	214.05	-	237.10	1,700.00	1,500.00	1,500.00	1,500.00	

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Founders Park & Pool Supplies								
	General FMP Supplies	4,643.11	5,285.74	2,175.00	3,375.00	2,000.00	2,000.00	2,000.00	
	Pool Signs (Rules/Pricing/Hours)							1,000.00	
	Staff Uniforms				1,000.00	1,000.00	1,000.00	600.00	
	Office Supplies				500.00	500.00	500.00	500.00	
	Breakroom Fridge/Freezer							280.00	
	Pool Chairs							750.00	
	Swimming Pool Supplies				1,000.00	1,000.00	1,000.00	1,000.00	
	Staff Training		342.00	1,000.00	1,000.00	500.00	500.00	700.00	
	Small Tools				375.00	375.00	375.00	375.00	
	Pool Concessions	1,206.52	-	1,200.00					
	Pool Chemicals	5,946.64	3,688.19	6,000.00	16,000.00	12,000.00	12,000.00	12,000.00	
	Comm. Pool Vacuum & Attachments							5,500.00	
	General Pool Equipment + Thermal Blanket & Reel	1,090.66	149.00	1,000.00		25,000.00	25,000.00	-	
	Founders Park Equipment	1,356.99	-	1,000.00	1,000.00	1,000.00	1,000.00		
100-400-64013	Total FMP Supplies	14,243.92	9,464.93	12,375.00	24,250.00	43,375.00	43,375.00	24,705.00	
	Sports & Recreation Park Supplies								
	General SRP Supplies			200.00	400.00	400.00	400.00	400.00	
100-400-64014	Total SRP Supplies	-	-	200.00	400.00	400.00	400.00	400.00	
	Total Supplies	17,919.33	12,773.81	16,812.10	44,550.00	49,775.00	62,015.00	55,205.00	
Seasonal Program & Aquatics Personnel									
	Aquatics Staff								
	Contracted Pool Management	8,716.32	9,076.50					-	
	Head Lifeguards	38,016.76	19,086.37	57,661.00	57,661.00	65,340.68	65,340.68	21,945.00	New Pay Range: \$16-\$18 (was \$15-\$17)
	Lifeguards							46,550.00	New Pay Range: \$13-\$15 (was \$11-\$14)
	Lifeguard OT	84.55	16.50		500.00	-	-	-	
	Swim Instructors	3,788.80		6,800.00	8,800.00	-	-	-	
	Pool Cashier	4,874.76	-	-	-	-	-	-	
	SUI & Employment Taxes			7,847.26	7,847.26	5,250.56	5,250.56	5,743.87	
100-402-60007	Total Aquatic Staff	55,481.19	28,179.37	72,308.26	74,808.26	70,591.24	70,591.24	74,238.87	
	Program, Event Staff, Contracted Services								
100-400-62011	Parks Planning Consultants	-	-	-	-	-	10,000.00	10,000.00	
100-400-64015	Score Keepers for Adult Softball				500.00	500.00	500.00	2,400.00	16 teams = 8 games x 2 seasons x 10 weeks x \$15
100-400-64015	Umpires for Adult Softball				1,000.00	1,000.00	1,000.00	1,000.00	Women's League = 4 games x 10 weeks x \$30
	Farmers Market Specialist	3,687.00			7,800.00				
100-400-60000	PCS OT					1,000.00	1,000.00		
	DSRP OT	6,516.89	5,246.64						
	Payroll Tax Expenses				435.84				
	Total Program/Event Staff	10,203.89	5,246.64	-	9,735.84	2,500.00	12,500.00	13,400.00	

**Parks and Community Services
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Proposed	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Employment Taxes								
	PCS/Parks FICA	18,314.76	42,060.69						
	Parks Med	3,525.41	3,600.46						
	Office Med		25,724.88						
	Total Taxes	21,840.17	71,386.03	-	-	-		-	
	Seasonal & Program Staff Total	87,525.25	104,812.04	72,308.26	84,544.10	73,091.24	83,091.24	87,638.87	
	TX to DSRP OP	-	-	-	-	-	-	-	
	Total Expenditures	288,826.06	404,363.44	338,609.44	1,350,941.60	358,995.14	420,076.64	898,128.37	
	Balance	(129,332.06)	(220,378.26)	(142,133.44)	(768,395.60)	6,576.06	(28,009.44)	(403,457.88)	

FY23
STAFF BUDGET REQUEST

Item # 1.

Name-Michelle Fischer Dept-City Administration

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
1	TX Municipal League Annual Conference		prof dev	Oct. 5-7, San Antonio		1	conf reg	\$ 942.00	\$ 350.00	\$400 (two nights)	n/a	\$64
2	TX City Managers Association		prof dev				annual dues	\$ 200.00			n/a	
3	American Society of Public Admin.		prof dev			1	annual dues	\$ 105.00	\$ 105.00			
4	Misc Seminar/ Workshops	TBD	prof dev					\$ 1,000.00	\$ 500.00			
Total Budget Training/Travel Request:									\$	2,247.00		

FY23
STAFF BUDGET REQUEST

Item # 1.

Name-Laura Mueller Dept-City Administration

Training/Travel												
Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
	TML Annual Conference		CLE	San Antonio, TX October 5- October 7				\$825	\$300	\$300 (one ni	\$75	\$150
	TCAA		CLE	Texas June 2023				\$825	None	\$600	\$75	\$150
	Texas Bar Dues	State Bar	Bar License	Due May of each year	\$450	1	annual dues	\$450				
	TCAA Membership	TCAA	Membership	Austin, TX	\$70	1	annual dues	\$70				
Total Budget Training/Travel Request:										\$2,170		

IT Equipment/Software							
Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Westlaw-Government	Thomson West	Caselaw search	\$317 per month	12		\$3,816 x
Total Budget IT/SoftwareRequest:							

Office Equipment							
Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Law Clerk		Special Projects	\$2,800	1		\$2,800
6 weeks, \$20 an hour, 20 hours a week							
Total Office Equipment Request:							

FY23
BUDGET REQUEST

Item # 1.

Name- Lisa Sullivan Dept/Board- Communications/Marketing

TRAINING/TRAVEL

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
2	TAMIO Conference	TAMIO	Annual TAMIO Conference - Registration and hotel	June, 2023				\$1,200	\$485.00	\$ 400.00	\$ 165.00	\$ 150.00
Total Budget Training/Travel Request:									\$1,200			

WEB SERVICES

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
1	Stock Photos	iStock	We use photos in almost everything we create.	\$49 per month	12		\$588
1	CivicPlus	CivicPlus	Webhosting Platform				\$6,625
1	Archive Social	ArchiveSocial	Social Media Record Keeping	\$249 per month	12		\$2,988
1	Hootsuite	Hootsuite	This is a program that saves time by scheduling posts across all social networks in just a few clicks. Automatically schedules content and reviews posts in a simple calendar view	\$49 per month	12		\$588
Total Services Request:							\$10,789

MISC

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
1	PODS Annual Donation	Photographers of Dripping Springs	Partnership/donation with the organization to provide photos for our marketing needs				\$300
1	General Promotion		General budget for Marketing and Communications needs that may arise from branding, etc. If we want to pay for advertising, banners, shirts, etc., truck decals, giveaways. Has been \$5000, increasing it to \$7,000 because we're doing more and more				\$7,000
2	Mercer Street Banners	Northstar Flags	To refresh and add to our downtown banner displays	\$60	26		\$1,560

Split w/ HOT

Split w/HOT

HOT

FY23
BUDGET REQUEST

2	Stars Public Art Campaign		Utilizing a Public Art Campaign to enhance the brand and showcase our Night Sky Brand. Would also help businesses, elicit sponsorships, generate revenue. See attached.				\$20,000
x							
							Total Misc Request: \$28,860

NOTE: This could be paid out of HOT FUNDS.



Night Sky Celebration

Community Art Project Promoting our Night Sky Through Star Art Sculptures

This is a proposal for the City to embark on a temporary public art exhibition for the City of Dripping Springs to be held during the summer/fall of 2023. Star art sculptures will be displayed throughout the city, tying the art project into our brand of being an international dark sky community.

The stars will be displayed outdoors and can be sponsored by local businesses, organizations, and citizens (covering much of the costs). Stars will be decorated by artists (criteria and judging still to be determined). This project will:

- Add excitement and visual attraction to the city, enhance the overall brand of the city
- Add something unique and fun around our city to promote our Night Sky, helping maintain our IDA Dark Sky designation while also enhancing the city's brand
- Promote tourism
- Increase foot traffic to local businesses to create a positive economic impact for restaurants and retail establishments
- Bring people out to discover things about our city (parks, farmers market, DSRP, etc.)
- Promote family things to do
- Create activities for organizations and schools to do (scavenger hunts to look for the stars, etc.)

Concept: A maximum of twenty (20) large, decorated fiberglass **star** sculptures, in two sizes, will be displayed on custom bases throughout the City of Dripping Springs during the summer/fall of 2023 (dimensions and photo of sculptures below). The sculptures will be on display beginning June 2023 and will conclude with the removal of the sculptures prior to October 13, 2023.

These sculptures will be sponsored by local businesses, individuals, and organizations that will also have the responsibility of decorating them or having them decorated by an artist(s). Sculpture sponsors are invited to use their creativity when decorating their individual sculpture, but will be required to stay within determined guidelines. The uniquely decorated sculptures will add color, humor and enjoyment to the community of Dripping Springs and elevate the City's brand. Individual sculptures will not contain commercial advertising, website information or telephone numbers. The display will have no reference to an election, a referendum or political messaging. The display will not contain obscene or defamatory images or wording. The sculptures will not impede pedestrian traffic or create safety or traffic issues. Each design must be reviewed and approved by a committee prior to the decorating of the sculpture.

The exhibition will be centralized within the Mercer Street shopping area, but also in parks and other visited areas of the City such as the Farmers Market, and other key locations. This is similar to what other cities do (such as the guitars in Austin, the painted cows in other cities), but ours will feature stars to connect it with our IDA Dark Sky designation and night sky initiatives.

The decorated sculptures will be placed on pre-determined City right-of-ways. Along with the stars, we will coordinate it with communication and a dedicated public relations effort for the exhibition. Will be hoping to partner with the tourism bureau and the chamber of commerce, to make this a true city-wide effort.



Grand Star: 44" tall
 47" across widest points
 32" across two lower points
 16" deep
 Weight: 50 lbs

Shining Star: 36" tall
 38" across widest points
 23" across two lower points
 12" deep
 Weight: 40 lbs

Each sculpture will be adhered to a base that is 8" tall and weighs 100 lbs

We will start with up to 12 stars at \$1,200 (to include shipping, installation, etc.). The other money would be used for marketing, maybe artist contests, etc.

- \$14,400 – the actual stars and bases if needed
- \$5,600 – for marketing and contests prizes.

FY23
BUDGET REQUEST

Item # 1.

Name- Amy Kappler Dept/Board- Administrative

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem	
Total Budget Training/Travel Request:										\$0			

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Laptop	Dell	Need for remote work and for connecting to the new phone system	\$1,500	1		\$1,500 x
	Docking Station		Need to connect laptop at work	\$300	1		\$300 x
	Monitor	Dell	Need to connect laptop at work	\$200	2		\$400 x
	Desktop	Dell	Current desktop is old and in need of replacement	\$900-\$1200	1		\$1,150
Total Budget IT/Software Request:							\$3,350

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Buffet Cabinet for Coffee in Reception Area		Will allow us to keep coffee supplies up front and will allow us to use the existing table for business card / information display	\$250	1		\$250 x
	Storage System for 5 Gallon Water Bottles in Reception Area		Will clean up the reception area and free up floor space	\$125	1		\$125 x
Total Office Equipment Request:							\$375

FY23
BUDGET REQUEST

Item # 1.

Name- Andrea Cunningham Dept/Board- Administration

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
1	Election Law Seminar	Texas Municipal Clerks Association	Elections Training	Jan 12 - Jan 13, 2022	\$1,025			\$1,025	\$ 310.00	\$ 350.00	\$ 275.00	\$ 90.00 x
1	Legislative Update	Texas Municipal Clerks Association	New Legislation Training	Aug 24 - Aug 25, 2023	\$693			\$693	\$ 280.00	\$ 250.00	\$ 63.00	\$ 100.00 x
1	Dues	Texas Municipal Clerks Association	TMCA Professional Organization	NA	\$100			\$100				x
Total Budget Training/Travel Request:									\$1,818			

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
Total Budget IT/Software Request:							\$0

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
Total Office Equipment Request:							\$0

Name- Deputy City Secretary Dept/Board-

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit
1	Election Law Seminar	Texas Municipal Clerks Association	Elections Training	Jan 12 - Jan 13, 2022	\$675
1	Legislative Update	Texas Municipal Clerks Association	New Legislation Training	Aug 24 - Aug 25, 2023	\$443
1	Clerk Certification Program Enrollment	Texas Municipal Clerks Association	Clerk Certification	NA	\$125
1	Dues	Texas Municipal Clerks Association	TMCA Professional Organization	NA	\$100
1	Text Book Borrowing Fee	Texas Municipal Clerks Association	Clerk Certification	NA	\$ 100.00

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units

City Secretary

# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem		
		\$675	\$ 310.00	\$ -	\$ 275.00	\$ 90.00	x	
		\$443	\$ 280.00	\$ -	\$ 63.00	\$ 100.00	x	
2		\$250					x	
		\$100					x	
		\$ 100.00					x	
Total Budget Training/Travel Request:							\$1,468	

Unit Type	Total (\$)	
Total Budget IT/Software Request:		\$0

Unit Type	Total (\$)	
Total Office Equipment Request:		\$0

FY23
BUDGET REQUEST

Item # 1.

Name- Debbie Loesch Dept/Board- Municipal Court

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
1	New Clerk Seminar	TMCEC	Instruction for new Municipal Court Clerk position	TBD typically 5 days of instruction	\$0	1	ea	\$0	\$0.00	\$ -	mileage from city hall 230 miles r/t 5 days	\$25/day
		TMCEC does not charge for registration fee										
	Judge's Training											
											\$ 134.55	\$ 125.00
										Total Budget Training/Travel Request:		\$260

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
1	License fee for Case Management software annual	InCode	for continued use of software	\$2,476	1	ea	\$2,476 x	
2	Annual Maintenance fee for Case Management Software	InCode	annual cost for maintenance of software	\$2,611	1	ea	\$2,611 x	
							Total Budget IT/Software Request:	\$5,087

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
1	FlexiSpot Alcove Riser Standing Desk	Quill.com	Municipal Court Clerk to support working while standing to relieve strain on hips	\$150	1	ea	\$150 x	
							Total Office Equipment Request:	\$150

FY23
BUDGET REQUEST

Item # 1.

Name- Shawn Cox Dept/Board- Finance

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
3	TCMA Annual Conf. (Finance Dir.)	TML	Professional Development	June 2023; Allen, TX				\$1,695.79	\$ 325.00	\$ 800.00	\$ 282.79	\$ 288.00
2	Tyler Connect 2023	Tyler Technologies	Incode Training for Penny & Alison	5/7/2023 - 5/10/2023; San Antonio, TX				\$4,504.00	\$ 2,400.00	\$ 1,200.00	\$ 400.00	\$ 504.00
1	GFOA Various Training	TML						\$ 500.00				
Total Budget Training/Travel Request:									\$ 6,699.79			

Dues, Fees, Subscriptions

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
2	TCMA Annual Membership - S.Cox		Professional Development				\$ 184.00
1	GFOAT Membership - S.Cox		Professional Development				\$ 130.00
3	ICMA Membership - S. Cox		Professional Development				\$ 736.00
Total Budget Dues, Fees, Subscriptions Request:							\$ 1,050.00

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
Total Office Equipment Request:							\$0

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost Per Unit	# of Units	Unit Type	Sub-Total	Hotel	Mileage/Air	Per Diem	Total Cost
3	TXAPA State Conference	Texas American Planning Association	Learn about current planning practices and maintain certification credits	October 19-21 El Paso, TX	\$ 495.00	3		\$ 1,485.00	\$ 294.00	\$ 300.00	\$ 160.00	\$ 3,747.00
	TXAPA National Conference	American Planning Association	Learn about current planning practices and maintain certification credits	April 1-4 Philadelphia, PA	\$ 835.00	2		\$ 1,670.00	\$ 600.00	\$ 400.00	\$ 120.00	\$ 3,910.00
4	UT Land Use Conference	UT Law	Legislative Updates Regarding Land Use	April, Austin TX	\$ 575.00	2		\$ 1,150.00		\$ 27.72	\$ 120.00	\$ 1,445.43
	ISA State Conference	ISA Texas	Certification Maintenance	September 27-29 Waco		1			\$ 400.00		\$ 120.00	\$ 520.00
2	APA Membership (Staff & P&Z)	American Planning Association	Learn about current planning practices	Online	\$ 1,914.00	1		\$ 1,914.00				\$ 1,914.00
0	Discretionary Conferences	TBD	For any trainings / conferences not curenly scheduled	TBD								\$ 2,000.00
Total Travel & Training Budget:												\$ 13,536.43

Equipment/Software/Other

Item # 1.

Item Priority	Item Description	Vendor	Justification	Cost Per Unit	Units	Type	Total
1	Code Rewrite	TBD	Update code in order to implement new Comp Plan.	\$165,000	1		\$165,000
4	Aerial Imagery	Nearmap					\$5,000
2	Calendly	Calendly	Use to streamline meeting scheduling with developers and the public.	\$144	1		\$144
3	Miro	Miro	Colaboration program used to track planning cases, brainstorm with the team, etc.	\$96	4		\$384
5	Mini fridge for the Planner's Pit	TBD	Because the break room fridge is always full and we have the space for it in here	\$600	1		\$600

Total Equipment/Software/Other Request: **\$171,128**

Programming

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
1	Tree City USA	Arbor Day Foundation	Continued commitment to the urban tree canopy and natural condition of the city	\$2/capita of in-city population	4,625		\$9,250

Staff APA Membership

	AICP	APA	Texas	Total
Howard	165	362	127	654
Tory	145	310	109	564
Warlan (New Member Dues)	0	79	20	99
Subtotal				1317

P&Z Commissioners

	Fee	Unit	Total
City Participation Fee	121	1	121
Commissioner Dues	68	7	476
Subtotal			597

Total Dues **1914 x**

FY23
STAFF BUDGET REQUEST

Item # 1.

Name- Sarah Cole Dept- BUILDING

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
	Reading Construction Documents	ICC	Permit Tech job duties	Online Training	\$ 69.00	1		\$ 69.00				
	Simple Plan Review	ICC	Permit Tech job duties	Online Training	\$ 69.00			\$ 69.00				
	Building Permit Process	ICC	Permit Tech job duties	Online Training	\$ 69.00			\$ 69.00				
	Swimming Pool: Intro to Aquatic Design & Construction	ICC	Progressing for advancement	Online Training	\$ 69.00			\$ 69.00				
	2018 ISPSC Design, Installation, & Inspection Course - Brandon	ICC	Progressing for advancement	Online Training	\$ 165.00			\$ 165.00				
	Residential Plans Examiner Test - Brandon	ICC	Progressing for advancement	Online Training	\$ 230.00	1		\$ 230.00				
	Central Texas BPI 2022	BPI	Building Official Training	November 14-16 in Austin, TX	\$700			\$ 700.00				
	License Renewals & Continuing Ed - Heron & Sarah		Required		\$ 5,000.00			\$ 5,000.00				
	Educational Computer Training - Heron		Learning Word, Excel, Powerpoint softwares for efficiency.		\$ 500.00			\$ 500.00				
Total Budget Training/Travel Request:									\$ 6,871.00			

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	PC Desk Monitor & HDMI Cable		Plan review from home	\$400			\$300 x
	Inspection Equipment/Testers		In the field inspection use	\$3,000			\$3,000 x
	Bluelight Screen Protector	Amazon	Headaches	\$41			\$41 x

FY23
STAFF BUDGET REQUEST

Item # 1.

	iPad with Internet - New Inspector			\$3,600			\$3,600	x
	Cell Phone - New Inspector			1000			1,000	x
Total Budget IT/SoftwareRequest:							\$7,941.00	

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
	Attire - Brandon	Monogramming	Uniformity				\$300	x
	Attire - Selina	Monogramming	Uniformity				\$300	x
	Attire - Sarah	Monogramming	Uniformity				\$300	x
	Attire + Winter Jacket - New Inspector	Monogramming	Uniformity				\$400	x
	Attire + Winter Jacket - Heron	Monogramming	Uniformity				\$400	x
	Table Top Desk Extension - Heron	TBD	Ergonomic				\$150	x
	Boot Budget X2 Inspectors		In the field inspections		\$ 250.00	2	\$500	x
	Code Books/Education Manuals - ASTM, ACI, Manual JSD, Etc.		Up to date on code requirements				\$2,000.00	x
Total Office Equipment Request:							\$4,350.00	

FY23
BUDGET REQUEST

Item # 1.

Name- Aaron Reed	Dept/Board- Public Works
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Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
	APWA Conference	APWA	Professional Education	TBD	\$2,750	1	Person	\$2,750	\$930.00	\$200/Day	\$500	\$130/Day
	APWA Conference Texas Chapter	APWA	Networking, Professional Education	TBD	\$1,755	1	Person	\$1,755	\$465	\$200/Day	\$500	\$130/Day
									Total Budget Training/Travel Request: \$4,505			

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
							Total Budget IT/Software Request: \$0

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
							Total Office Equipment Request: \$0

Uniforms

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Uniform	Monogrammig Etc.		\$400	1	Person	\$400
	Boots	Cavenders		\$200.00	\$1	Persso	\$200.00
							Total Office Equipment Request: \$600

FY23
BUDGET REQUEST

Item # 1.

Name- Craig Rice Dept/Board- Maintenance Department

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem	
	APWA Conference	American Public Works Association	Professional Education: Fleet Maintenance, Road and Pavement Management	Date: 8/28/2022-8/31/2022 Location: Charlotte, NC	\$2,750	1	Person	\$2,750	\$930	\$200/day	\$500/Rnd Trp	\$130/day	X
	OSHA 10Hr General Industry Training		Improve safe work practices for City maintenance employees	Date and Location: (TBD) Course can be completed on-line	\$95	2	Person	\$190					X
	Certified Playground Inspector license	NRPA	Additional playground safety inspector	TBD	\$400	1	Person	\$400					X
	Pesticide/Herbicide License	Texas Department of Agriculture	Requirement for staff license and continued education	TBD	\$300	2	Person	\$600					X
	Central Region TRAPS Maintenance Rodeo	Texas Recreation and Park Society	Hands-on experience and in-person demonstrations of proper maintenance practices in parks and recreation equipment.	Date and Location: (TBD) Location has not been advertised. No lodging needed, travel will be done through City vehicles	\$15	6	Person	\$90					X
	Central Region TRAPS conference	Texas Recreation and Parks Society	Professional Education and sessions for CEUs for CPSI certification	Date and Location: (TBD) Location has not been advertised. No lodging needed, travel will be done through City vehicles	\$60	2	Person	\$120					X
	APWA Membership	American Public Works Association	Annual membership fee		\$260	1	Person	\$260					X
	Public Works Accreditation	American Public Works Association	The purpose is to promote excellence in the operation and management of a public works department, its programs, and employees. Accreditation is designed to assist the agency in continuous improvement of operations and management.	TBD: Self assessment, application, evaluations, and accreditation is conducted in phases				\$ 1,000					X
	State TRAPS Maintenance Rodeo	Texas Recreation and Parks Society	State level maintenance rodeo for staff who have qualified to participate	TBD	\$ 250.00	2	Person	\$ 500	Previous two (2) years, CODS maintenance staff have qualified for at least on person to be able to participate at the TRAPS Maintenance Rodeo				X

FY23
BUDGET REQUEST

Item # 1.

Total Budget Training/Travel Request:	\$5,910
Budget for FY22	\$3,122

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
	Public Works Work Order System Module	SCPDC	Provides ability to create, monitor, and track all work throughout the City	\$350		Mnth	\$4,200	x
	Facilities Maintenance Module	SCPDC	Ability to track all City facility maintenance	\$200		Mnth	\$2,400	x
	Fleet GPS service	SCPDC	Monitoring fleet usage, miles, and maintenance	\$30	12	Vhcle	\$4,320	x
	Maintenane Director Computer replacement		Current computer is not sufficient	-	1	Ea	-	Can Remove
	On-Call Cell Phone		Cell Phone for staff scheduled for on call. Elimates staff having to use personal phones for calls after hours.	-	1	Ea	-	
Total Budget IT/Software Request:							\$10,920	
Budget for FY22							\$9,001	

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
Total Office Equipment Request:							\$0	
Budget for FY22							-	

Fleet Acquisition

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
Total Fleet Acquisition Request:							\$0	
Budget for FY22							-	

Fleet Maintenance

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
	Fuel	Arnold Oil	Fuel		11	Vhcl	\$24,000	x
	Preventative Maint.	TBD	General preventative maintenance for oil changes, air and fuel filters replacements, etc.		11	Vhcl	\$12,850	x
	Corrective Maint.	TBD	Tire repair/replacement, part failure replacement, etc.				\$5,500	x
	Bed Cover	Tonneau Covers	Code Enforcement fleet vehicle. Will be utilized to secure conficated signs and debris.	\$330	1	Vhcl	\$330	x
Total Fleet Maintenance Request:							\$68,000	
Budget for FY22							\$68,000	

FY23
BUDGET REQUEST

Item # 1.

	All Terrain Tires	Wagoner	To improve maneuverability on Construction Inspector vehicle for construction site visits and inspections	\$1,500	1	Vhcl	\$1,500	x
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Total Office Equipment Request: \$44,180

Maintenance Supplies Budget for FY22 \$29,700

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
	Personal Protective Equipment	Home Depot/Grainger	Staff safety items: Eye protection, hearing protection, gloves, etc.				\$700	x
	Misc.	TBD	Tape, zipties, WD-40, rags and towels, etc.				4,400	x

Total Maintenance Supplies Request: \$5,100

Maintenance Equipment Budget for FY22 \$4,600

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
	Tools	TBD	Tool replacement, acquisition of tools for improved safety and efficiency, fleet vehicle tools				\$6,000	x
	Equipment Rental	TBD	Temporary use of equipment for non-routine maintenance				\$1,500	x
	Ventrac Mower	Austin Turf & Tractor	ROW mowing and brush cutting	\$40,000	1	Ea	\$40,000	Acquisition will reduce the amount of contractor call outs to maintain overgrown areas and ROWs x
	Mini Excavator	Bobcat	Utility maintenance and repairs.	\$50,000	1	Ea	\$50,000	Highly used rental equipment and often difficult to find availability in an emergency or tight time restraint situations. \$276/day for rental, additional \$60/day trailer rental w/equipment, additional \$40 drop off/pick up fee if needed. Total estimated daily cost \$376/day. x

Total Maintenance Equipment Request: \$97,500

General Park Supplies Budget for FY22 \$47,878

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
	Cleaning and toiletry supplies	TBD	Cleaning supplies, toilet paper, soap, trash bags etc.				\$4,950	
	Pesticide and Herbicide	TBD	Landscape management				\$600	

Total General Park Supplies Request: \$5,550

Stephenson Maintenance Budget for FY22 \$5,000

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
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FY23
BUDGET REQUEST

Item # 1.

Maint. and repairs	Preventative and corrective maintenance						\$5,500
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Total Stephenson Maintenance Request: \$5,500

Office Maintenance/Repairs Budget for FY22 \$5,000

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Electrical/HVAC/Plumbing Repair	TBD					\$1,650
	Office Cleaning	Ariana Arellano	City Hall weekly cleaning	\$180	52	Wk	\$9,360
	Preventative and Corrective Maint.						\$500
	Air Duct and Carpet Cleaning	Servpro	Facility Maintenance	\$7,000	\$1	Yr	\$7,000

x
x
x
Add to Budget x

Total Office Maintenance/Repairs Request: \$18,510

Equipment Maintenance Budget for FY22 \$11,060

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Preventative Maint.	TBD	Tune up parts, oil, mower blades, etc.				\$2,000
	Gas/Oil	TBD	Fuel for equipment to mow City properties and ROW's				\$2,000
	Corrective Maintenance	TBD	Equipment/part repair and replacement				\$1,500

x
x
x

Total Equipment Maintenance Request: \$5,500

Street Maintenance Budget for FY22 \$3,500

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Street Signs and supplies	Safelane Traffic Supply	Sign installation/replacement	\$25-\$45		Ea	\$800
	Asphalt Cold Mix	Atlas Asphalt Inc.	Pot Hole and Road repair	\$750	7	Pallet	\$5,250
	Road Repair	TBD	Road Repair throughout the City Limits. Crack sealer, paint and striping, etc.				\$165,000
	Misc.	TBD	ROW maintenance, street light repair, guardrail repair and replacement, maintenance supplies, etc.				\$33,000

x
x
x
x

Total Street Maintenance Request: \$204,050

Street Improvements Budget for FY22 \$184,250

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Street Improvements	TBD	Chip seal, reconstruction, overlay, etc.				\$400,000

Increased to match the 5yr Road Maintenance Master Plan.

Adjust Total x

Total Steet Improvements Request: \$400,000

Stephenson Lawn Maint. Budget for FY22 \$300,000

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
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FY23
BUDGET REQUEST

Item # 1.

	Tree care	TBD	Tree trimming				\$500	x
Total City Hall Lawn Maint. Request:								\$500

City Hall Lawn Maint. Budget for FY22 \$500

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
	Plant and Tree bed maintenance	Home Depot	Bed remulching, plant care, landscaping				\$300	x
	Tree care	TBD	Tree trimming and maintenance				\$2,000	x
Total City Hall Lawn Maint. Request:								\$2,300

Uniforms Budget for FY22 \$1,300

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Uniforms	Monogramming Etc.	Uniform replacement/new employee uniforms: Shirts, pants, boots	\$680	7	Prsn	\$4,760
	Boots	TBD	Boot Replacement	\$200	6	Prsn	\$1,200
Total Uniform Request:							\$5,960

Budget for FY22 \$5,420

Maintenance Department Budget FY23	\$811,480
Maintenance Department Budget FY22	\$678,331
	19.63%

FY23
BUDGET REQUEST

Item # 1.

Name- Shane Pevehouse Dept/Board- Code Enforcement

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem	
	Conference	CEAT	Continuing Education	Feb '23/ Beaumont	\$1,000	1	Conference	\$1,961	\$1,000.00	\$ 384.00	\$ 311.22	\$ 265.50	
	Online Training	City Essentials	Continuing Education	Varies/ online	\$75	6	Course	\$600					
	Membership	CEAT	Membership dues	N/A	\$100	1	Dues	\$100					
	Certification	TEEX	State License	Varies/ online	\$500	2	Course	\$1,000					
Total Budget Training/Travel Request:										\$3,661			

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
	Iphone 13 Max	Firstnet	Needed for field work	\$1,200	1	phone	\$1,200	
	Iphone case	Amazon	Protect phone	\$35	1	case	\$35	
	Lap top	Amazon	Needed for office work	\$1,300	1	laptop	\$1,300	
	Monitor	Amazon	Needed for office work	\$350	1	monitor	\$350	
	Mouse	Amazon	Needed for office work	\$35	1	mouse	\$35	
	Keyboard	Amazon	Needed for office work	\$45	1	keyboard	\$45	
Total Budget IT/Software Request:								\$2,965

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Supplies	TBD		\$1,000	1		\$1,000
Total Office Equipment Request:							\$1,000

Uniforms

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Uniforms	Monogramming Etc.	Uniform replacement, new employee uniform	\$680	2	Person	\$1,360
	Boots	TBD	Boot Replacement	\$200	2	Person	\$400.00
Total Uniform Request:							\$1,760

FY23
STAFF BUDGET REQUEST

Item # 1.

Name- Roman Baligad Dept- Emergency Management

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
	TX EM Conference	TDEM		May 2022/ San Antonio				\$ 1,125.00	\$300.00	\$500.00	\$150.00	\$ 175.00
	Misc FEMA/State	FEMA						\$1,000.00				
Total Budget Training/Travel Request:									\$ 2,125.00			

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	WebEOC	Juvare		\$10,000	1		\$10,000 x
	MyEOP			\$1,000	1		\$1,000 x
Total Budget IT/SoftwareRequest:							\$11,000

Maintenance

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	CH Fire Alarm Monitoring and testing	Cothrns Security		\$611	1		\$611 x
	Streaming Service	Fubu	News and weather channels	\$90	12		\$1,080 x
	AED Servicing		City owned AED's	\$1,507	1		\$1,507 x
	Public Realtions materials			\$2,000	1		\$2,000 x
	Emergency Generator Maintenance		DSRP Emergnecy generator	\$5,000	1		\$5,000 x
	Motorola Radio		Emergeny Communication	\$390	1		\$390 x
	LCRA Radio Service		Emergeny Communication	\$479	1		\$479 x
	Portable Satelite Internet Service	Bluecosmo	Emergeny Communication	\$1,200	1		\$1,200 x
	DSRP Ethernet		Emergeny Communication	\$708	1		\$708 x
	DSISD Radio Service		Emergeny Communication	\$1,728	1		\$1,728 x

FY23
STAFF BUDGET REQUEST

Item # 1.

	Total Maintenance Request:	\$14,703
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New & Replacement Purchases								
	EM Commissioner Shirts			\$500	1		\$500	x
	UPS Replacement Batteries			\$150	2		\$300	x
	EM Bay at Ranch Park			\$30,000	1		\$30,000	
	Ham Radio Connection			\$5,000	1		\$5,000	x
	30K Message Board			\$30,000	1		\$30,000	x
	700 Mhz Radio's			\$7,000	1		\$7,000	x
							\$0	
							\$0	
							\$0	

	Total New & Replacement Purchases Request:	\$72,800
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Total Emergency Management Budget Request \$ 100,628

DRIPPING SPRINGS FARMERS MARKET

	FY 2022 Adopted	FY 2022 Amended	FY 2022 Actual1	FY2023	Comments	
Balance Forward	21,835.14	57,773.34		50,998.63		Assumptions:
Revenue						Total Vendors
Booth Rental Fees	42,000.00	42,000.00	20,446.00	54,600.00	42 Avg vendors/mkt * 50 Mkt Days/yr * \$26 Avg Booth fee	Avg vendors per market
Application Fees	2,650.00	1,000.00	540.00	750.00	25 new vendors * \$30 app fee	Avg Market Days/year
Membership Fee	-	1,650.00	0.00	2,600.00	65 Vendors * \$40 Mem fees	Avg Booth fee
Sponsorships & Donations	1,000.00	5,000.00	1,722.50	5,000.00	Monetary and in-Kind	Application fees
Interest Income	500.00	500.00	79.41	200.00		Membership Fees
Grant Revenues	1,000.00	1,000.00	0.00	1,000.00		Mkt Manager hrs/wk
Market Event/Merch. Sales	500.00	1,000.00	120.00	1,000.00		Mkt Specialist hrs/wk
Total	69,485.14	109,923.34	22,907.91	116,148.63		
Expense						
Regular Employees (Market Manager)	36,884.80	36,884.80	16,370.20	38,729.04	Increased by 5%	
Part-time Employees (Market Specialist)	-	-	1,577.97			
Employee Total Benefits (DSFM Benefits (Health Ins.))	7,608.13	7,608.13	3,302.10	7,988.54	All benefits (Health, Dental Ins.,)	
Employee Total Taxes	3,073.69	3,073.69	0.00	3,227.37	All Taxes (Federal, FICA, Unemp)	
TMRS (Retirement)	2,213.09	2,213.09	1,072.21	2,323.74		
Dues Fees & Subscriptions	200.00	200.00	158.94	200.00		
Training	200.00	200.00	0.00	200.00		
Office Expense	100.00	100.00	2.49	300.00	Increased to include phone	
Supplies Expense	400.00	3,845.00	15.28	4,000.00	Increased to pay for merchandise like mkt bags, etc.	
Network/Phone			123.96	-		
Advertising	2,600.00	2,600.00	4,103.42	3,000.00		
Entertainment& Activities	1,000.00	1,000.00	659.90	3,000.00	Increased to pay more for Musicians	
Market Event	500.00	500.00	0.00	500.00		
Contingency Fund	500.00	500.00	0.00	500.00		
Other Expense	200.00	200.00	10.55	100.00		
TXF to Reserve Fund				35,000.00	Moving this to a reserve fund for Capital Fund	
Total Expense	55,479.71	58,924.71	27,397.02	99,068.70		
Balance Forward	14,005.43	50,998.63	-4,489.11	17,079.93		

¹As of Mar 31, 2022

**Wastewater
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
Expenditures							
	Engineering & Surveying						
400-300-62002	Total Engineering & Surveying	-	-	-	-	-	
	Special Council & Consultants						
400-300-62003	Total Special Council & Consultants	-	-	-	-	-	
	Planning & Permitting						
400-300-62019	Total Planning & Permitting	-	-	-	-	-	
	Lab Testing						
	- Laboratory Testing	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	

**Wastewater
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
400-300-62002	Total Lab Testing	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
	Equipment Maintenance						
	- Equipment Maintenance		-	-	2,000.00	5,000.00	
	Total Equipment Maintenance	-	-	-	2,000.00	5,000.00	
	Fleet Maintenance						
	- Fleet Maintenance	-	1,200.00	1,200.00	1,000.00	5,000.00	
400-300-63002	Total v	-	1,200.00	1,200.00	1,000.00	5,000.00	
	Dues, Fees, & Subscriptions						
400-300-63004	Total Dues, Fees, & Subscriptions	-	-	-	-	-	

**Wastewater
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
	Training & Contnuing Education						
	Training	-	8,000.00	8,000.00	8,000.00	9,254.00	Additional Employees 2 licenses per employee
400-300-63005	Total Training & Contnuing Education	-	8,000.00	8,000.00	8,000.00	9,254.00	
	Street/ROW Maintenance						
400-300-63009	Total Street/ROW Maintenance	-	-	-	-	-	
	Wastewater Treatment Plant Maintenance						
	- Chlorinator Maintenance	2,500.00	2,500.00	2,500.00	2,500.00	3,000.00	20% increase
	- Chlorinator Alarm	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
	- Odor Control	12,500.00	16,500.00	16,500.00	5,000.00	20,000.00	Switch to ferric. Balance carries forward from FY22
	- Meter Calibrations	700.00	2,100.00	2,100.00	2,100.00	2,100.00	
	- WWTP Repairs/Pump Repairs	50,000.00	41,000.00	41,000.00	41,000.00	45,000.00	
400-300-63025	Total WWTP Maintenance	66,700.00	63,100.00	63,100.00	51,600.00	71,100.00	
	Routine Operations						
	- Routine Operations	80,000.00	70,000.00	70,000.00	70,000.00	57,600.00	
	- Clarifier PM					2,000.00	
	- Generator PM					2,400.00	

Wastewater
Proposed FY 2023 Departmental Budget

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
	- Blower PM					6,000.00	
	- Flow Meter Calibration					2,000.00	
400-300-63026	Total Routine Operatons	80,000.00	70,000.00	70,000.00	70,000.00	70,000.00	
	Operation Non-Routine						
	- Non Routine Operations	175,000.00	65,000.00	90,000.00	90,000.00	78,000.00	20% increase
400-300-63027	Total Operation Non-Routine	175,000.00	65,000.00	90,000.00	90,000.00	78,000.00	
	Lift Station Maintenance						
	- Lift Station Cleaning	9,000.00	12,600.00	12,600.00	20,000.00	21,000.00	3,000 per lift station
	- Lift Station repairs	40,000.00	28,000.00	28,000.00	28,000.00	21,000.00	
	- Autodialer Replacement					15,000.00	Update three autodialers for redudancy
	- Lift Station PM					7,000.00	
400-300-63028	Total Lift Station Maintenance	49,000.00	40,600.00	40,600.00	48,000.00	64,000.00	
	Sanitary Sewer Line Maintenance						
	- System Maintenance & Repair	20,000.00	20,000.00	137,500.00	137,500.00	24,000.00	20% increase
	- Jet Cleaning Collection lines	15,000.00	19,000.00	19,000.00	19,000.00	22,800.00	20% increase
400-300-63029	Total Sanitaty Sewer Line Maintenance	35,000.00	39,000.00	156,500.00	156,500.00	46,800.00	

**Wastewater
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
	Drip field Maintenance						
	- Drip Field Lawn Maintenance	10,000.00	10,000.00	10,000.00	5,000.00	10,000.00	
	- Drip Field Maint & Repairs	20,000.00	15,000.00	15,000.00	15,000.00	20,000.00	Drip Skid Main Valve Replacement
	- Drip Field Meter Box Replacement					5,000.00	Replace broken meter boxes and signs
400-300-63030	Total Drip field Maintenance	30,000.00	25,000.00	25,000.00	20,000.00	35,000.00	
	Sludge Hauling						
	- Sludge Hauling	80,000.00	80,000.00	80,000.00	100,000.00	130,000.00	Increased to 4 loads a week
400-300-63031	Total Sludge Hauling	80,000.00	80,000.00	80,000.00	100,000.00	130,000.00	
	Wastewater Flow Measurment						
	- Wastewater Flow Measurement	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	
	- Backwash Flow Meter and Check Valve					22,000.00	Add a meter to the backwah water and check valve for accurate flow measurement
400-300-63033	Total Wastewater Flow Measurment	9,000.00	9,000.00	9,000.00	9,000.00	31,000.00	
	Utility Operations						
	Dispatch	-	3,000.00	3,000.00	3,000.00	3,000.00	

Wastewater
Proposed FY 2023 Departmental Budget

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
400-300-63034	Total Utility Operations	-	3,000.00	3,000.00	3,000.00	3,000.00	
	IT Equipment & Support						
	- IT Request					5,640.00	
400-300-64001	Total IT Equipment & Support	-	-	-	-	5,640.00	
	Software						
	Utility Billing Software	-	-	34,221.00	34,221.00		
400-300-64002	Total Software	-	-	34,221.00	34,221.00	-	
	Uniforms						
	Uniforms	-	2,800.00	2,800.00	2,800.00	5,000.00	2 Additional Employees
400-300-64003	Total Uniforms	-	2,800.00	2,800.00	2,800.00	5,000.00	

**Wastewater
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
	Fleet Acquisition						
	- Fleet Acquisition	-	46,400.00	46,400.00	40,000.00	200,000.00	Crane Truck and One Water Dept. Truck 100,000 carries forward from FY22 (equipment)
400-300-64006	Total Fleet Acquisition	-	46,400.00	46,400.00	40,000.00	200,000.00	
	Fuel						
	- Fuel	-	5,000.00	5,000.00	5,000.00	15,000.00	Additional Trucks and Fuel Costs
400-300-64008	Total Fuel	-	5,000.00	5,000.00	5,000.00	15,000.00	
	Supplies						
	- Supplies	10,000.00	10,000.00	45,000.00		20,000.00	
400-300-64010	Total Supplies	10,000.00	10,000.00	45,000.00	45,000.00	20,000.00	
	Chemicals						
	- Chemicals	8,000.00	9,600.00	9,600.00	9,600.00	12,000.00	Increased Chlorine fee due to increasdad flows

**Wastewater
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
400-300-64022	Total Chemicals	8,000.00	9,600.00	9,600.00	9,600.00	12,000.00	
	Equipment						
	- Equipment	4,000.00	123,240.00	123,240.00	23,240.00	50,000.00	Transfer 100,000 to Fleet acquisition for crane truck
400-300-64023	Total Equipment	4,000.00	123,240.00	123,240.00	23,240.00	50,000.00	
	Network/Phone						
	- Phone/Network	6,500.00	8,904.00	8,904.00	8,904.00	9,000.00	
400-300-65000	Total Network/Phone	6,500.00	8,904.00	8,904.00	8,904.00	9,000.00	
	Electric						
	- Electricity	45,000.00	73,500.00	73,500.00	78,000.00	80,000.00	

**Wastewater
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2021 Adopted	FY 2022 Adopted	FY 2022 Amended	FY 2022 Projected	FY 2023 Proposed	Notes
400-300-65017	Total Electric	45,000.00	73,500.00	73,500.00	78,000.00	80,000.00	
	Mileage						
400-300-70001	Total Mileage	-	-	-	-	-	
	Other Expenses						
	Other Expense	5,000.00	52,000.00	56,000.00			
	- Bunk House					12,000.00	Add a bunk house to the office
	- SCADA input additions					5,000.00	Additional alarm call ous for SCADA
400-300-70003	Total Other Expenses	5,000.00	52,000.00	56,000.00	-	17,000.00	
	Capital Projects						
	Total Capital Projects	-	-	-	-	-	
Total Revenues		628,200.00	760,344.00	976,065.00	830,865.00	986,794.00	

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
Revenues					
	Transfers In				
	TXF from Ag Facility	37,065.00	37,065.00		
	TXF from HOT	128,501.87	-	200,000.00	Sound system Phase 1 and hopefully some advertising budget for events.
	TXF for RV/ Parking Lot HOT	-	47,800.00		
	TXF for Drainage & Road Improvements HOT	125,000.00	335,701.87	195,000.00	Phase 2 and Phase 3 w/ additional 10% for construction and 10% design
	TXF from General Fund	75,000.00	178,000.00		
	TXF from Landscape Fund	-			
	Total Transfers In	365,566.87	598,566.87	395,000.00	
	Co-Sponsored Events				
	DS Fair and Rodeo	7,900.00	7,900.00	7,900.00	
	D Bar S Roping Club	1,950.00	1,950.00	1,950.00	
	Texas Hill Country Barrel Racing Association	2,175.00	2,175.00	2,175.00	
	Total Co-Sponsored Events	12,025.00	12,025.00	12,025.00	
	Sponsorships & Donations				
	DSRP General Sponsorship	20,000.00	20,000.00	20,000.00	
	VIP Box Annual Sponsorship	9,750.00	9,750.00	9,750.00	
	Arena Sponsorship (Signage)	10,500.00	10,500.00	10,500.00	
	General Donations	-	-		
	Total Sponsorships & Donations	40,250.00	40,250.00	40,250.00	
	DSRP Events				
	Riding Series	82,000.00	82,000.00	82,000.00	
	Community Events (Spring & Fall Event)	2,000.00	2,000.00	2,000.00	
	Total DSRP Events Income	84,000.00	84,000.00	84,000.00	
	DSRP Education & Programming				
	Coyote Kids Nature Camp	74,925.00	74,925.00	74,925.00	
	Tween Scene	1,100.00	1,100.00	2,000.00	

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	School Year Archery			\$ 8,100.00	50% capacity first year
	Tot Time	250.00	250.00	-	Strike
	Basic Horsemanship Clinics	4,000.00	4,000.00	3,000.00	
	Pony Club	3,000.00	3,000.00	-	Strike
	Misc. Clinics-tbd	1,000.00	1,000.00	\$ 1,000.00	Adult Photography, Cooking.....
	Total DSRP Education & Programming Income	84,275.00	84,275.00	89,025.00	
	Main Event Center & Park Fees				
	Event Facility Rental (Entire Park & Event Ctr.) - \$18,000.00	18,000.00	18,000.00	18,000.00	
	Main Indoor Arena Rental - \$40,000.00	40,000.00	40,000.00	40,000.00	
	Special Event Room Rental (Large) - \$20,000.00	20,000.00	20,000.00	20,000.00	
	Main Concessions Stand - \$5,000.00	5,000.00	5,000.00	5,000.00	
	VIP Box Rentals \$500.00	500.00	500.00	500.00	
	Outdoor Arena - \$5,000.00	5,000.00	5,000.00	5,000.00	
	Field Rental + Ranch House Grounds- \$3,000.00	3,000.00	3,000.00	3,000.00	
	*Special Event Room Rental (Small) - Addition - \$12,000.00	12,000.00	12,000.00	12,000.00	
	*Small Indoor Arena - Addition - \$5,000.00	5,000.00	5,000.00	5,000.00	
	*Concession Stand- Addition - \$5,000.00	5,000.00	5,000.00	5,000.00	
	Security Deposits & Other Liabilities				
	RV Site Fee	18,000.00	18,000.00	18,000.00	
	Camping Site Fee	1,000.00	1,000.00	1,000.00	
	Total Main Event Center & Park Fees	132,500.00	132,500.00	132,500.00	
	Small Barn Layover & Boarding				
	Small Barn Boarding-\$7,200.00	7,200.00	7,200.00	7,200.00	
	Layover Stalling (Paddocks)-tbd				
	Total Small Barn Layover & Boarding Fees	7,200.00	7,200.00	7,200.00	
	Livestock Pen Rental				
	Horse Stall Rentals-\$22,000.00	29,000.00	29,000.00	29,000.00	
	Hog/Pig Pen Rentals-\$2,000.00	2,000.00	2,000.00	-	There isn't a charge

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Cattle Panel Rentals-\$1,000.00	1,000.00	1,000.00	1,000.00	
	Total Livestock Pen Rental Fees	32,000.00	32,000.00	30,000.00	
	Equipment Rental				
	Equipment Rental	5,000.00	5,000.00	6,000.00	
	*Table Rentals	-			
	*Chair Rentals	-			
	Electrical & Extension Cords	-		-	
	Portable Bleacher Rentals	-		-	
	Total Equipment Rental Fees	5,000.00	5,000.00	6,000.00	
	Merchandise Sales				
	Shavings - \$ 15,000.00	19,000.00	19,000.00	19,000.00	
	Retail: DSRP Hats, Tees-\$500.00	500.00	500.00	500.00	
	Sales Tax \$900.00	1,800.00	1,800.00	1,800.00	
	Total Merchandise Sales Revenues	21,300.00	21,300.00	21,300.00	
	Riding Permits				
	Annual Park Pass - \$4,500.00	4,500.00	9,000.00	9,000.00	
	Day Pass - Indoor - \$500.00	500.00	1,000.00	500.00	
	Total Riding Permit Revenues	5,000.00	10,000.00	9,500.00	
	MISC.				
	Staff Fees for Events	3,000.00	3,000.00	3,000.00	
	Misc. Fees	1,000.00	1,000.00	1,000.00	
	Cleaning Fees	25,000.00	25,000.00	25,000.00	
	Other Income	4,000.00	4,000.00	500.00	
	Interest Income	600.00	600.00	600.00	
	Total Livestock Pen Rental Fees	33,600.00	33,600.00	30,100.00	
Total Revenues		822,716.87	1,060,716.87	856,900.00	

Expenditures

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Advertising				
	Social Media Marketing (Boosts, etc.)			\$ 15,000.00	HOT
	Print Marketing (Sandwich Boards, Event Signage)- \$1,250.00			\$ 1,250.00	HOT
	DSRP-Professional Photo Shoot for Brochures- \$3,500.00				Someday--Strike for now
	Event Signage -\$1,500.00			\$ 1,500.00	HOT
	Total Advertising	-	-	17,750.00	
	Event Center Professional Memberships				
	The League of Agriculture & Equine Centers	290.00	290.00	290.00	
	American Quarter Horse Association Membership (SHOT Show)	150.00	150.00		
	National Recreation & Parks Association (4x Memberships)	337.50	337.50	337.50	Total \$675--split with PCS
	Total Event Center Professional Memberships	777.50	777.50	627.50	
	Staff Development, Training and Education				
	The League of Agriculture Conference			\$2,300	Lily attending Symposium
	Footing Academy Training & Certification			\$5,000	Kiser coming to Ranch Park--ALL STAFF
	NRPA Conference			\$2,715	Emily attending NRPA
	TRAPS Maintenance Rodeo			300.00	6 attending
	TRAPS Annual Conference				
	Heavy Equipment Training & Certification	400.00	400.00	400.00	
	Total Staff Development, Training and Education	400.00	400.00	10,715.00	
	Dues, Fees and Subscriptions				
	General -	4,000.00	4,000.00	4,000.00	
	Bank Fees	-	-	-	
	ACTIVE net Fees - 1.2854% - \$4383.44	4,384.44	4,384.44	-	Converting to Civic Rec
	Online Job Postings (Facebook, Indeed)-\$400.00	400.00	400.00	400.00	
	Total Dues, Fees and Subscriptions	8,784.44	8,784.44	4,400.00	

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	DSRP On-Call	10,400.00	10,400.00	10,400.00	
IMPROVEMENTS (CIP)					
	DSRP Event Center Improvements				
	FY 2022-Ticket + Show Office+ Office Renovation Phase I - \$16,000				
	Storage Barn/Expansion (Panels & Equipment Storage)				
	Event Center Air Circulation Improvement, Large Ventilation Fans			80,000.00	Carried over from prior year
	Install Fans over Stall Area & New Expansion				
	Wayfinding Signage \$50,000				
	Bleacher Expansion- \$57,222.00				
	Outdoor Arena Improvements (Cover, Lighting)- \$850,00.00				
	Outdoor Arena Improvements(Cattle Shoots, Holding Area , Round Pen)-\$500,00.00				
	Roll Off Dumpster Area (concrete, large doors)\$25,000.00				
	Close in 2 Bays of Vendor Hall on West Side (Security & Storage) -\$125,00.00				
	Parking Lot Restriping		47,800.00		Complete
	Front Entry Security Gate-\$250,000.00				
	Perimeter & Entrance Fencing (RR12 & Event Ctr. Drive)	24,500.00	24,500.00	30,000.00	Carried over from previous year
	Stall Identification Project (Stall Card Holder & Stall # Plate)	2,000.00	2,000.00		Complete
	Ribbon Curbing in Stall Area			40,000.00	Significant damage to asphalt converting single to double stalls. Concrete will help reduce damages.

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Climate Control-Livestock Addition Arena Area - \$500,000-600,000.00				
	Total DSRP Event Center Improvements	26,500.00	74,300.00	150,000.00	
	DSRP Improvements				
	General Improvements				
	FY 2020 - Drainage Repair \$110,000				Complete
	FY 2021-Arena Audio Equipment - \$20,000				Pending Bid (May be covered in FY22)
	FY 2022 - Drainage Repair Phase I	125,000.00	290,200.00		Complete
	FY 2022 - Drainage Repair Phase 2			100,000.00	HOT Request
	FY 2022 - Drainage Repair Phase 3 - \$75,000			95,000.00	HOT Request
	Total Sports & Rec. Park Improvements	125,000.00	290,200.00	195,000.00	
	Total Improvements	151,500.00	364,500.00	345,000.00	
MAINTENANCE					
	Event Center General Maintenance and Repair				
	General	20,000.00	35,000.00	35,000.00	
	Fire Alarm System Replacement	25,000.00	25,000.00	25,000.00	Carried over from previous year
	Arena Footing Annual Replacement (Arena Footing Maintenance) - \$10,000	10,000.00	10,000.00	20,000.00	Every other year we have to level arena
	Replacement of 2 AC's Annually-tbd \$50,000			50,000.00	
	Sealing Floor in Small Event Room-tbd				
	Total Gen. Maint	55,000.00	70,000.00	130,000.00	
	Stall Cleaning & Repair				
	Replacing Damaged Wood-Phase 1-\$2,000.00			2,000.00	
	Cleaning & Sanitizing Stall Areas-2x year-tbd	2,000.00	2,000.00	2,000.00	
	Total Stall Cleaning & Repair	2,000.00	2,000.00	4,000.00	
	Small Barn Maintenance				
	Repair of Steer Holding Pens -\$2,000.00				

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Estimated Cost of Maintenance (fixtures, plumbing, electrical, fencing, base material)-\$2,500.00			2,500.00	
	Total Small Barn Maintenance	-	-	2,500.00	
	Ranch House Maintenance	1,000.00	1,000.00	-	
	Grounds Maintenance				
	Lawn Maintenance	19,690.00	19,690.00	19,690.00	
	Trail Maintenance	2,000.00	2,000.00	2,000.00	
	Total Grounds Maintenance	21,690.00	21,690.00	21,690.00	
	Maintenance Contracts				
	Fire Alarm System				
	Pinnacle Fire Prevention-Annual Maintenance Contract-\$				Pending updated bid
	AC Annual Service & Repair Contract - Daikin	1,744.92	1,744.92	7,656.00	
	Total Maintenance Contracts	1,744.92	1,744.92	7,656.00	
	Janitorial Services				
	Weekly Custodial	15,084.00	15,084.00	16,644.00	
	Event Custodial Services	25,000.00	25,000.00	25,000.00	
	Total Janitorial Services	40,084.00	40,084.00	41,644.00	
	Total Maintenance	121,518.92	136,518.92	207,490.00	

EQUIPMENT

	Ranch Equipment				
	Equipment General			85,000.00	New Tractor, ATV, and ATV Drag
	Equipment General - 2nd Floor Scrubber for new addition\$7500				
	2 Porta Cools Need @ \$2600	2,600.00	2,600.00		

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Large Fans for Vendor Hall, concession area, barn area, bleacher area	4,200.00	4,200.00		
	2nd Little Wonder stall vacuum	18,622.00	18,622.00		
	Small Tractor-Pull the Little Wonder				
	UTV-QUAD Replace Kioti-\$15,000.00	15,000.00	15,000.00		Complete
	Panel Racks				
	Motorized Pallet Jack-\$2,599.00				
	Equipment Maintenance-\$25,000.00	16,000.00	16,000.00	25,000.00	
	Equipment Rentals for Maintenance- \$1,000.00	2,000.00	2,000.00	2,000.00	
	Total Ranch Equipment	58,422.00	58,422.00	112,000.00	
	*AV Equipment				
	AV Replacement (Event Center & Arena)- \$85,000.00			185,000.00	Currently in Bid Process--HOT request from above
	AV System/Tower Maintenance Contract				
	AV Maintenance Supplies (Cords,etc.)	500.00	500.00		
	Microphones (Replacement, Repairs)- \$1,000.00	1,000.00	1,000.00		
	Total AV Equipment	1,500.00	1,000.00	-	
	Total Equipment	59,922.00	59,422.00	112,000.00	
VEHICLE FLEET					
	Fleet Acquisition	-	-	-	
	Fleet Maintenance	2,500.00	2,500.00	2,500.00	
	Total Vehicle Fleet	2,500.00	2,500.00	2,500.00	
SPONSORED EVENTS & PROGRAMING					
	Co-Sponsored Event & Partnerships				
	DSRP Fair & Rodeo -\$10,000			7,900.00	

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	D Bar S Team Roping Club-\$25.00	25.00	25.00	25.00	
	Texas Hill Country Barrel Racing Association-\$25.00	25.00	25.00	25.00	
	Total Co-Sponsored Event & Partnerships	50.00	50.00	7,950.00	
	*DSRP Sponsorship Expenses				
	VIP Booths, Arena Signage (Banners, etc.)-\$1,500.00	1,500.00	1,500.00	1,500.00	
	Misc. (flyers, thank you cards, etc.)-\$500.00	550.00	5,550.00	600.00	
	Total DSRP Sponsorship Expenses	2,050.00	7,050.00	2,100.00	
	DSRP Events				
	Riding Series	32,000.00	32,000.00	32,000.00	
	Dressage Shows				
	Hunter Jumper Shows				
	Play Day Events				
	Shot Show				Strike
	Community Events				Done with Sponsorships
	Spring/Fall Event	700.00	700.00	700.00	
	Total DSRP Events	32,700.00	32,700.00	32,700.00	
	DSRP Education & Programming				
	Coyote Kids Nature Camp Supplies	8,250.00	8,250.00	10,000.00	
	Coyote Kids Nature Camp Staff	64,054.20	64,054.20	64,054.20	
	School Year Archery			4,000.00	
	Basic Horsemanship/Pony Club Clinics	3,200.00	3,200.00	-	Strike
	Misc. Programming-tbd	2,500.00	2,500.00	2,500.00	
	Total DSRP Education & Programming	78,004.20	78,004.20	80,554.20	
	Total Events & Programing	112,804.20	117,804.20	123,304.20	

SUPPLIES

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	DSRP Event Center Postage	100.00	100.00	-	
	Network, Communications, IT/Office Equipment				
	Security Cameras (Loss Prevention)				
	Facility WIFI Replacement + Networking -\$175,000.00	50,000.00	50,000.00	-	
	Contracted Printer/Copier			2,500.00	Contracted Printer/Copier instead of printers
	Event Center Software \$6,000.00				
	Productive Parks Software	2,104.00	2,104.00	2,104.00	
	DSRP Server- \$5000.00				
	Duraphones (Replacement, Repairs)-\$1,200.00 or cell phones	1,200.00	1,200.00	4,000.00	Dropping Duraphone but 5 cells total (3 new)
	Total Network, Communications, IT/Office Equipment	53,304.00	53,304.00	8,604.00	
	General Supplies				
	Consumable Supplies	20,000.00	20,000.00	20,000.00	
	Consumable Supply Provider Contract				
	Water	1,000.00	1,000.00	1,000.00	
	Total General Supplies	21,000.00	21,000.00	21,000.00	
	Ranch House Furnishings & Equipment				
	Ranch House Supplies & Furniture	1,000.00	1,000.00		General Fund?
	Total Ranch House Supplies	1,000.00	1,000.00	-	
	Rental Products				
	Tables & Chairs (Large Event Room)-\$10,148.79			\$2,000	Table/Chair racks, replacement tables/chairs
	Total Rental Products	-	-	2,000.00	
	Office Equipment & Supplies				
	Event, Sandwich Board & Policy Signage	10,000.00	10,000.00	10,000.00	
	Total Office Equipment & Supplies	10,000.00	10,000.00	10,000.00	
	Merchandise Sales & Supplies				

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Shavings-\$7,000.00	10,000.00	10,000.00	10,000.00	
	Retail: DSRP Hats, Tees-\$500.00	500.00	500.00	500.00	
	Sales Tax	902.63	902.63	902.63	
	Total Merchandise Sales & Supplies	11,402.63	11,402.63	11,402.63	
	Other Expenses				
	Previously-\$20,500.00	20,000.00	20,000.00	20,000.00	
	Total Other Expenses	20,000.00	20,000.00	20,000.00	
	*Emergency Supplies (New Category)				This should all be on Roman's budget
	Crowd Stanchions	-			
	Flashlights & Headlamps	-			
	Portable Lights-2x	-			
	Cots & Blankets (10 Volunteers/Staff)	-			
	Solar Chargers	-			
	Portable Heaters	-			
	Water Truck	-			
	Livestock Water Supplies (Large Troughs, Buckets, Chains)	-			
	Total Emergency Supplies	-	-	-	
	Total Supplies	116,806.63	116,806.63	73,006.63	

UTILITIES

	Utilities Total				
	Natural Gas/Propane	2,500.00	2,500.00	2,500.00	
	Electric (Pedernales Electric)	60,000.00	60,000.00	60,000.00	
	On call Phone-\$2,000.00	2,060.00	2,060.00	2,060.00	
	Water-\$10,000.00	7,000.00	7,000.00	7,000.00	
	Fire Alarm-\$1080.00	1,112.40	1,112.40	1,112.40	
	Internet	3,000.00	3,000.00	6,212.40	
	Phone - T-Mobile			501.60	

**Dripping Springs Ranch Park
Proposed FY 2023 Departmental Budget**

Item # 1.

GL Account	Description	FY 2022 Adopted	FY 2022 Amended	FY 2023 Proposed	Notes
	Phone - Spectrum			599.88	
	Septic	750.00	750.00	750.00	
	Portable Toilets-\$5,780.00	5,953.40	5,953.40	5,953.40	Check budget
	Total Utilities	82,375.80	82,375.80	86,689.68	
MISCELANIOUS					
	MISC				
	Mileage	500.00	500.00	500.00	Are these tracking?
	Transfer to Vehicle Replacement Fund	5,731.00	5,731.00	5,731.00	
	TX to General Fund	-	-	-	
	TXF HCLE (Hays County Livestock Exposition Board)	13,200.00	13,200.00	13,200.00	
	Contingencies (Emergency)	50,000.00	50,000.00	50,000.00	
	Total Misc.	69,431.00	69,431.00	69,431.00	
<hr/>					
	Total Expenditures	737,220.49	969,720.49	1,063,314.01	
<hr/>					
	Balance	85,496.38	90,996.38	(206,414.01)	

Estimated Wastewater Engineering Related Budget Items for 2023
October 1, 2022 - September 31, 2023
City of Dripping Springs

CMA Job #	B&N Job #	Item	Estimated Cost
1431-001	39661	Miscellaneous Construction Phase Services	\$ 5,000
1431-001	39661	Miscellaneous Wastewater Planning Consulting	\$ 15,000
1697-001		Arrowhead Plan Review and Construction Phase Services	\$ 10,000
1699-001	39664	Westwood/Scenic Greens PID WWTP and Plan Review and Planning	\$ -
1732-001	39665	TLAP Amendment Application No. 2 (if SOAH hearing granted)	\$ 50,000
1734-001	39666	Heritage PID Plan Review and Construction Phase Services	\$ 75,000
1743-001	39667	Double L Ranch Planning and Construction Phase Services	\$ 50,000
1842-001	39668	Cannon Tract	\$ 40,000
1873-001	39669	Howard Ranch Treated Effluent Fill Station Design and Construction Phase Services	\$ 35,000
1881-001	39670	2nd Amendment to CIP	\$ 30,000
1900-001	39671	Driftwood Ranch 522 Plan Review and Construction Phase Services	\$ 60,000
1913-001	39672	Big Sky - Plan Reivew and Construction Phase Services (WWTP & Drip Fields)	\$ 60,000
1917-001	39673	Driftwood Creek/Club Core Plan Review and Construction Phase Services	\$ 45,000
1923-001	39674	TWDB South Regional WW System Expansion Project Management	\$ 30,000
1930-002	39675	Caliterra Plan Reivew and Construction Phase Services	\$ 35,000
1950-001	39676	TWDB West Interceptor	\$ 250,000
1951-001	39677	TWDB East Interceptor, South Collector, LS and FM and TE Line	\$ 400,000
1952-001	39678	Effluent Holding Pond (recently decided to remove from TWDB, Driftwood GC Developer funded)	\$ 200,000
1953-001	39679	TWDB WWTP Design Assistance (Influent LS and Reclaimed Water Pump Station)	\$ 15,000
1971-001	39680	Wastewater Planning (SewerCAD)	\$ 15,000
1982-001	39681	Water Planning	\$ 15,000
1989-001	39682	RR 12/ FM 150 Utility Relocate (Reimbursed by Hays County)	\$ 60,000
2007-001	39684	Cannon, Cynosure, Double L Water CCN Application	\$ 5,000
2009-001	39685	Cynosure Wild Ridge	\$ 20,000
	60164	Discharge Permit Renewal	\$ 7,500
		HDR	\$ 75,000
		Horizon	\$ 30,000
		Carollo	\$ 10,000
		SAM	\$ 10,000
		Terracon	\$ 50,000
		Total 2022	\$ 1,702,500

Notes: 1 - Reimbursed by Developer
2 - TWDB Funded

Estimated Wastewater Capital Constrction Budget Items for 2023
October 1, 2022 - September 31, 2023
City of Dripping Springs

Item	Estimated Cost
Howard Ranch Treated Effluent Fill Station Construction	\$ 200,000
TWDB West Interceptor	\$ 2,000,000
TWDB South Collector, LS and FM and TE Line	\$ 1,500,000
TWDB East Interceptor	\$ 25,000
Effluent Holding Pond (recently decided to remove from TWDB, Driftwood GC Developer funded)	\$ 1,500,000
TWDB WWTP	\$ 25,000
Total 2022	\$ 5,250,000

Notes: 1 - Reimbursed by Developer
2 - TWDB Funded

5/9/2022 FY 2023 Draft TIRZ Budget Scenario

"Budget Subcommittee" - Final Draft to TIRZ Board

Project Scenario - Town Center > Alternative Site(s) + OFR PSE's + Parking Lot + Misc Project Support

	approved		proposed	notes
1	Town Center Project: "Town Center > Alternative Site(s)- TIRZ Team Support Planning & Feasibility Studies"			
	Town Center 2.0 Concept Planning & Feasibility	FY 22	FY 22.amdm	FY 23
	Town Center Project Total:	\$ 90,000	\$ 30,000	\$ 60,000
				FY'22 rollover- if unspent ("split" FY'22-23 allocations)
2	Old Fitzhugh Rd Project: "OFR PSE's Advanced Continuously per Project Scope & Schedule"			
	Illustrating FY'22 "Funding Amendment" + FY '23 Cash Flow Projections			
	OFR Plans Specs & Estimates	FY 22	FY 22.amdm	FY 23
	Old Fitzhugh Rd Project Total:	\$ 192,500	\$ 225,000	\$ 448,000
				FY'23 projected cos: \$711K total*
				FY 24 \$38K
3	Downtown Parking Project Project: "Downtown Parking > Planning Coordination w/City Projects"			
	Misc. Supplemental "Parking Support" Tasks	FY 22	FY 22.amdm	FY 23
	Downtown Parking Project Total:	\$ 10,000	\$ 10,000	\$ -
				FY'22 rollover if unspent (or reallocate Town Center)
4	Triangle Project Project: "Remains on Hold or Dropped"			
	Continue Task Order #3 Tech Issue Support Tasks	FY 22	FY 22.amdm	FY 23
	Triangle Project Total:	\$ 5,000	\$ -	\$ -
				zero-out
	Direct Project Budget- Scenario Proposal:	FY 22	FY 22.amdm	FY 23
		\$ 297,500	\$ 265,000	\$ 508,000
				if needed*

5/9/2022 FY 2023 Draft TIRZ Budget Recap

"Budget Subcommittee" - Final Draft to TIRZ Board

Project Scenario - Town Center > Alternative Site(s) + OFR PSE's + Parking Lot + Misc Project Support

date FY 2023 Proposed TIRZ Budget Recap:

10/1/2022	FY 2023 Draft TIRZ Budget Scenario	Direct Costs:	\$ 508,000	project subtotal
10/1/2022	TIRZ Project Manager: Amendment #6: KES	City Lights allowance	\$ 32,000	reduced fr '22
10/1/2022	TIRZ Administrator: P3 Works (Administered by City of DS)	P3 Works allowance	\$ 16,000	CODS verify
10/1/2022	TIRZ Legal Assistance - CODS City Att'y (Administered by Cit	CODS allowance	\$ 12,000	CODS verify
10/1/2020	TIRZ Miscellaneous Consulting (Cost Estimating, Real Estate Svcs, Appraisals, etc. TBD)		\$ 5,000	reduced fr '22
		Indirect Costs:	\$ 65,000	subtotal
5/9/2022	"Final Draft Budget Scenario" - FY'23	Direct + Indirect Costs:	\$ 573,000	grand total

5/9/2022 "FY'23 Budget and Estimated TIRZ Cash Balance- Reconciliation"

Estimated Available TIRZ Cash Balance at End of FY '22:	\$ 791,574 *corrected !!!
Less: Proposed FY '23 TIRZ Budget:	\$ (573,000)

5/9/2022	Estimated Remaining TIRZ Cash Balance at End of FY '22:	\$ 218,574	available
	(before projected TIRZ FY'23 Revenue)		



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: June 28, 2022

Agenda Item Wording: Discuss and consider approval of an Ordinance Amending the City of Dripping Springs' Ordinances Article 20.06 – Retail Water Service relating to an ordinance establishing requirements concerning drought contingency plans and water conservation plans. *Sponsor: Mayor Foulds, Jr.*

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

Summary/Background: The City is currently the retail water supplier for Blue Blazes and Driftwood developments. The City is in the process of expanding its retail water service to additional neighborhoods as well (Anarene, Cynosure, and Cannon). In furtherance of providing retail water service, the City recently amended its Drought Contingency Plan (DCP) (Resolution No. 2022-R09) and a Water Conservation Plan (WCP) (Resolution No. 2022-R13). In addition, the West Travis County Public Utility Agency (from whom we obtain our wholesale water) and the Lower Colorado River Authority (from whom we will be obtaining raw water for the new neighborhoods require that we follow their Drought Contingency Plans and Water Conservation Plans.

The purpose of this ordinance is to codify the requirement that the City's retail water customers follow our DCP and WCP. Making it an ordinance provides us with enforcement authority and assures that not just the developer will comply, but each individual water customer must comply.

In addition, because the City is obligated by contracts with the WTCPUA and LCRA, this ordinance makes clear that our customers must comply with the most stringent of those plans. This is important because, for example, currently the LCRA is only at Stage 1 drought restrictions, but because of plant capacity issues, the WTCPUA is at Stage 3. Therefore, there is some variation among the plans.

Finally, because all the relevant DCPs address swimming pools, we are proposing an amendment to the ordinance dealing with swimming pool permits so that regardless of whether a person is a retail water customer, if that person is pulling a swimming pool permit, they must comply with the relevant DCP. This will be accomplished by requiring sign off on the building permit by the water provider.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Recommend approval of the Amendment.

Attachments:

Next Steps/Schedule:

Continue to notify the public of drought restrictions and changes to pool permit requirements.

CITY OF DRIPPING SPRINGS

ORDINANCE No. _____

AN ORDINANCE AMENDING ARTICLE 20.06 AND ARTICLE 24.02 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; ESTABLISHING REQUIRMENTS CONCERNING DROUGHT CONTINGENCY PLANS AND WATER CONSERVATION PLANS

- WHEREAS**, pursuant to Texas Local Government Code Section 51.001, a municipality 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**, the City of Dripping Springs has adopted a Drought Contingency Plan (Resolution No. 2022-R09) and a Water Conservation Plan (Resolution No. 2022-RI3); and
- WHEREAS**, the City of Dripping Springs has entered into the Wholesale Water Services Agreement Between Lower Colorado River Authority and City of Dripping Springs (“Service Agreement”) dated March 11, 2003, as assigned to the West Travis County Public Utility Agency (“WTCPUA Wholesale Agreement”); and
- WHEREAS**, the WTCPUA Wholesale Agreement requires the City “to adopt and enforce a water conservation and drought contingency plan in compliance with TCEQ Rules, 30 TAC ch. 288,for water use within the areas receiving Wholesale Water Supply [and that] plan shall be at least as stringent as those adopted by [WTCPUA] for its retail customers in the [WTCPUA] Service Area; and
- WHEREAS**, the City has applied for wholesale water with the West Travis County Public Utility Agency (“WTCPUA”) and the WTCPUA has required in Service availability letters that the City follow[] and compl[y] with all applicable WTCPUA rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors; and
- WHEREAS**, On June 15, 2022, the Lower Colorado River Authority (“LCRA”) has authorized the general manager of the LCRA or his designee to negotiate and execute a firm raw water contract with City of Dripping Springs for municipal use of LCRA’s firm water supply of up to 2,438 acre-feet per year for a term of 40 years, which firm water contract will likely require that the City’s Drought Contingency Plan and Water Conservation Plan be at least as stringent as the Drought Contingency Plan and Water Conservation Plan of the LCRA; and

WHEREAS, the City of Dripping Springs (“City”) owns and operates a water system in accordance with the rules adopted by the Texas Commission on Environmental Quality; and

WHEREAS, the Dripping Springs City Council (“City Council”) consistently strives to achieve a balance between the pressure upon the City to responsibly respond to the influx of new development and new citizens with the City’s longstanding commitment to preserving the region’s vibrant and delicate ecosystem; and

WHEREAS, the City Council seeks to encourage and mandate those practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water so that a water supply is made available for future or alternative uses; and

WHEREAS, the City Council finds that it is necessary and proper to adopt an ordinance providing rules for water use.

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

Article 20.06 (Retail Water Service) of Chapter 20 (Utilities) of the City of Dripping Springs Code of Ordinances is hereby 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 on Attachment A.

3. REPEALER

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

4. SEVERABILITY

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

5. 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 of caption.

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 ___ day of June 28, 2022, by a vote of ___ (*ayes*) to ___ (*nays*) to ___ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

Chapter 20 – UTILITIES

ARTICLE 20.06. - RETAIL WATER SERVICE

DIVISION 1. – GENERALLY

* * *

Sec. 20.06.005. – Water Conservation.

- (a) The City’s retail water customers are subject to and must comply with the most stringent requirements from the following: (1) The City’s Drought Contingency Plan (as amended from time to time), (2) the City’s Water Conservation Plan (as amended from time to time); (3) the WTCPUA’s Water Conservation and Drought Contingency Plan; (4) the LCRA’s Drought Contingency Plan; or (5) the LCRA’s Water Conservation Plan.
- (b) It shall be a violation of this chapter for any retail water customer to violate water use restrictions required through the implementation of any of the following: (1) The City’s Drought Contingency Plan (as amended from time to time), (2) the City’s Water Conservation Plan (as amended from time to time); (3) the WTCPUA’s Water Conservation and Drought Contingency Plan; (4) the LCRA’s Drought Contingency Plan; or (5) the LCRA’s Water Conservation Plan.

Chapter 24 - BUILDING REGULATIONS

ARTICLE 24.02. - TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

DIVISION 10. - POOL AND SPA CODE

* * *

Sec. 24.02.502. - Permit required.

It is an offense for any person to install any pool or spa within the city without first applying for and receiving a permit. It is also an offense for any person to perform any swimming pool or spa work within the city contrary to a permit that has been issued, or that is in violation of or contrary to any water use restriction required through the implementation of any of the following: (1) The City’s Drought Contingency Plan (as amended from time to time), (2) the City’s Water Conservation Plan (as amended from time to time); (3) the

West Travis County Public Utility Agency's Water Conservation and Drought Contingency Plan; (4) the Lower Colorado River Authority's Drought Contingency Plan; or (5) the Lower Colorado River Authority's Water Conservation Plan.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-R09

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,
ADOPTING A DROUGHT CONTINGENCY PLAN; MAKING FINDINGS OF
FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable water restrictions for its users; and

WHEREAS, the City Council recognizes that it is the best interest of its residents, visitors, and business to adopt and implement the Drought Contingency Plan; and

WHEREAS, pursuant to Texas Administrative 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 552 of the Texas Local Government Code, the City has the authority to regulate water usage as it relates to its water customers; and

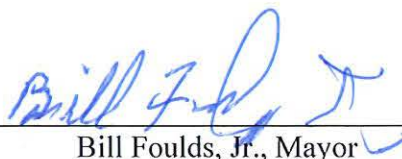
WHEREAS, the City of Dripping Springs desires to establish a drought contingency plan.

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

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

PASSED & APPROVED this, the 15th day of February 2022.

CITY OF DRIPPING SPRINGS:



 Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



Attachment "A"

**Drought Contingency Plan
For Municipal Water Use**

For

The City of Dripping Springs, Texas

**Prepared By: The AL Law Group, PLLC
February 2022**

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The City of Dripping Springs, Texas

DROUGHT CONTINGENCY PLAN FOR MUNICIPAL WATER USE

1.0 Declaration of Policy, Purpose, and Intent

The Lower Colorado River Authority (LCRA) provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential water usage. This Drought Contingency Plan (Plan) is designed to protect the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation and fire protection during the periods or other water supply emergencies.

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water.

2.0 Authorization

The designated manager or official of the City of Dripping Springs is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The designated manager or official of the City of Dripping Springs shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. This authorization was designated as part of the plan's approval by the City Council of the City of Dripping Springs (*See Appendix G*).

3.0 Public Education

The designated manager or official of the City of Dripping Springs will periodically provide its employees, members, and the general public with information about this Plan, including the importance of the Plan, information about the conditions under which each stage of the Plan is to be initiated, processes used to reduce water use, and impending or current drought conditions.

4.0 Coordination with Regional Planning Groups

The City of Dripping Springs has provided a copy of this Plan to the Lower Colorado Regional Planning Group (Region K).

5.0 Notice Requirements

The City of Dripping Springs shall notify the executive director of the Texas Commission on Environmental Quality and LCRA General Manager in writing within five (5) business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

6.0 Permanent Water Use Restrictions

The following restrictions apply to all the City of Dripping Springs water utility system(s) on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a water user must not:

- 1) Fail to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
- 2) Operate an irrigation system:
 - with a broken head;
 - with a head that is out of adjustment and the arc of the spray head is over a street or parking area; or
 - with a head that is fogging or misting because of excessive water pressure.
 - Between the hours of 10 a.m. and 7 p.m.
- 3) During irrigation, allow water:
 - to run off a property and form a stream of water in a street for a distance of 50 feet or greater; or
 - to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- 4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside scheduled days and times as indicated in Appendix A.

7.0 Initiation and Termination of Response Stages

The City of Dripping Springs' designated manager or official shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of this Plan in accordance with LCRA's Water Management Plan. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

Public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods.

The following triggering criteria shall apply to the City of Dripping Springs' water utility system(s) and customer service area:

7.1 Triggering Criteria for Initiation and Termination of Drought Response Stages

- **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**
 - A. **Requirements for initiation** - Customers shall be requested to adhere to the Stage 1 Drought Response Measures when one or a combination of such triggering criteria occurs:
 1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 80 percent of the total operating system treatment capacity for three consecutive days, or 85 percent on a single day; or
 - For groundwater systems, when maximum daily usage equals or exceeds 70 percent of the pump's withdrawal capacity for three consecutive days.
 2. Water Supply:
 - Combined storage of Lakes Travis and Buchanan reaches 1.4 million acre-feet in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP).
 - B. **Requirements for termination** - Stage 1 of the plan may be rescinded when:
 1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 1 has ceased to exist for five consecutive days; or
 - The groundwater pumpage amounts have fallen below the 70 percent threshold, and remained below that level for five consecutive days.
 2. Water Supply:
 - LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.
- (2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**
- A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 2 Drought Response Measures when one or a combination of such triggering criteria occurs:
 1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 93 percent of the total operating system treatment capacity for three consecutive days, or 95 percent on a single day; or
 - For groundwater systems, when maximum daily usage equals or exceeds 85 percent of the pump's withdrawal capacity for three consecutive days.
 2. Water Supply:
 - Combined storage of Lakes Travis and Buchanan reaches 900,000 acre-feet in accordance with the LCRA DCP.

B. Requirements for termination - Stage 2 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 2 has ceased to exist for five consecutive days; or
- The groundwater pumpage amounts have fallen below the 85 percent threshold, and remained below that level for five consecutive days.

2. Water Supply:

- LCRA announces that voluntary compliance to implement a utility's mandatory water restrictions are no longer needed in accordance with the LCRA DCP.

Upon termination of Stage 2, Stage 1 becomes operative.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. Requirements for initiation - Customers shall be required to adhere to the Stage 3 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:

- For surface water systems, when total daily water demand equals or exceeds 95 percent of the total operating system treatment capacity for three consecutive days, or 97 percent on a single day; or
- For groundwater systems, when maximum daily usage equals or exceeds 95 percent of the pump's withdrawal capacity for three consecutive days.

2. Water Supply:

- Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP, or
- The LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

B. Requirements for termination - Stage 3 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days; or
- The groundwater pumpage levels have fallen below the 95 percent threshold and remained below that level for five consecutive days.

2. Water Supply:

- LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative.

(4) STAGE 4- Critical Water Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 4 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service.
2. Water Supply:
 - The LCRA Board declares a prolonged drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies at a level more severe than in Stage 3.

B. **Requirements for termination** - Stage 4 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or
2. Water Supply:
 - LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 4, Stage 3 becomes operative.

(5) STAGE 5- Emergency Water Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 5 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service.
2. Water Supply:
 - Natural or man-made contamination of the water supply source; or
 - Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA Board determines that either constitutes a water supply emergency or is associated with a prolonged drought worse than the Drought of Record requiring the mandatory curtailment of firm water supplies at a level more severe than in Stage 4.

B. **Requirements for termination** - Stage 5 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 5 has ceased to exist for five consecutive days; or

2. Water Supply:

- LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 5, Stage 4 becomes operative.

8.0 Drought Response Measures

8.1 Targets for Water-Use Reductions

(1) **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a 5% reduction in water use.

(2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a 10-20% reduction in water use.

(3) **STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

(4) **STAGE 4 - Critical Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: As determined by the LCRA Board.

(5) **STAGE 5 - Emergency Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: As determined by the LCRA Board.

8.2 Retail Customers Measures

(1) **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**

- A. Supply Management Measures: The City of Dripping Springs will review system operations and identify ways to improve system efficiency and accountability.

B. Demand Management Measures:

1. Ask customers to voluntarily comply with the water-use restrictions outlined in Stage 2 of this plan;
2. Actively promote drought related issues and the need to conserve;
3. If appropriate for the utility system, explore ways to implement permanent water efficiency ordinances relating to uses such as vehicle washing facilities, pressure washing equipment, drought tolerant landscaping for all new landscapes, irrigation evaluations for large properties.

(2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**

A. Supply Management Measures:

1. Apply all water-use restrictions prescribed for Stage 2 of the plan for the City of Dripping Springs' utility owned facilities and properties;
2. Explore ways to reduce system water loss by measures such as fixing leaks, replacing old meters, and recycling line flush water, as appropriate for the utility system.
3. Explore ways to increase use of recycled wastewater to reduce irrigation of public parks with potable water, as appropriate for the utility system.
4. The City of Dripping Springs will actively communicate drought-related issues, including the current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers.

B. Demand Management Measures:

Under threat of penalty, the following water-use restrictions shall apply to all retail water customers:

1. Irrigation of Landscaped Areas:

- a. **If the combined water storage of lakes Buchanan and Travis are less than 900,000 AF but greater than 750,000 AF** - Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a TWICE weekly watering schedule determined by The City of Dripping Springs. Irrigation of commercial landscapes and recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than twice per week. *See Appendix A - The City of Dripping Springs Water System - Recommended Watering Schedule.*
- b. **If the combined water storage of lakes Buchanan and Travis are less than or equal to 750,000 AF** - Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a ONCE weekly watering schedule with a maximum **15 hour** irrigation window as determined by The City of Dripping Springs. Irrigation of commercial landscapes and recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week.

- c. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose with a positive shut off device; or
 - ii. a faucet-filled bucket or watering can of five gallons or less
 - iii. Drip irrigation
- d. New landscapes may be installed and re-vegetation seeding performed under these specific criteria:
 - i. A completed variance form for new landscapes has been submitted to the The City of Dripping Springs and has been approved prior to the installation of the landscape, or re-vegetation seed application
 - ii. Irrigation of the new landscape follows the schedule identified in the new landscape variance. The schedule will be developed to minimize water waste.
 - iii. Areas being re-vegetated for soil stabilization must also comply with the (i) and (ii) specific criteria above. Alternative options to re-vegetation such as mulch may be available in times of low water supply. Specific information regarding options is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual.
 - iv. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under Section 9.2 of this plan. Variances will not be granted for seasonal “color bed” or temporary grass installation (overseeding).

2. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Pools:

- a. Draining and re-filling is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.

- b. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact and for maintenance as outlined above.

4. Outside Water Features:

- a) Operation of outside water features except for, ornamental fountains with a 4 inch emission or fall of water¹ that are recirculating, is prohibited, except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes recirculating fountains associated with aesthetic ponds and swimming pools unless required for filtration).
- b) Operation of outdoor misting systems at a commercial facility is prohibited, except between the hours of 4 p.m. and midnight,
- c) Splash pad type fountains must be recirculating and should have an automatic timer shut-off feature when not in use unless public health and safety is compromised by installing a shut-off feature.

5. Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City of Dripping Springs may request specific design documentation regarding a pond and the intended purpose.

6. Golf Courses:

Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan that meets the minimum water reduction target set for Stage 2 or adopt the LCRA sample golf course drought contingency plan.

7. Events:

Events involving the use of water such as: car washes, festivals, parties, water slides, and other activities involving the use of water are permitted, if the water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.

- a) A charity car wash may not be conducted unless it occurs at a commercial vehicle washing facility.

8. Restaurants:

Restaurants, bars, and other commercial food or beverage establishments are encouraged not to provide drinking water to customers unless a specific request is made by the customer for drinking water.

9. Hotels/motels:

¹ Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

The owner or operator of a hotel, motel short term rental or other establishment that offers or provides lodging or rental accommodations for compensation are encouraged to offer a towel and linen reuse water conservation option to its lodgers, renters, or customers and maintain in each applicable guest room, suite, or property informational signage to communicate information relating to this requirement and to offer the opportunity for guest participation

10. Fire Hydrants:

Use of water from fire hydrants shall be prohibited for landscape irrigation, filling pools, operating fountains, car washing. Water should be transported only for the purposes of firefighting or providing minimal water needed for indoor use where auxiliary sources are inadequate and activities necessary to maintain public health, safety and welfare, or for construction use. Transport of water other than for firefighting requires a variance and a meter.

11. Recreational areas (includes public parks):

Watering must follow a no more than twice per week schedule for each irrigated area. A variance can be obtained if watering cannot be completed on the designated two day schedule

12. Athletic fields

Watering should follow a no more than twice per week schedule per irrigated area unless the athletic fields are used for organized sports practice, competition, or exhibition events when irrigation outside of the standard weekly schedule is necessary to protect the health and safety of the players, staff, or officials present for the athletic event.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.

13. Water Waste

The following non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except for immediate health and safety;
- b. Use of water to wash buildings, houses or structures with a pressure washer is restricted to equipment that is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and employing a working trigger shut-off with a protective weep mechanism. Use of water to wash buildings with a hand-held hose with a positive shut-off nozzle is allowed;

- c. Use of water to control dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. Supply Management Measures:

1. The City of Dripping Springs will aggressively reduce system water loss by measures such as fixing leaks, replacing old meters, and recycling line flush water, as appropriate for the utility system.
2. The City of Dripping Springs will actively communicate drought-related issues, including the current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers.
3. In addition to measures implemented in the preceding stages of the plan, The City of Dripping Springs will explore additional emergency water supply options.

B. Demand Management Measures: Under threat of penalty, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.

1. Irrigation of Landscaped Areas:

Irrigation of ornamental landscaped areas is limited to the following restrictions:

- a. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems, except for drip irrigation, shall be limited to a no more than a ONCE weekly watering schedule as determined by the City of Dripping Springs.
- b. Outdoor watering hours for spray irrigation will be limited to **six hours** a day, before 10 a.m and after 7 p.m. on designated days as determined by the City of Dripping Springs (see recommended schedule in Appendix A). This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose with a positive shut-off device ; or
 - ii. a faucet-filled bucket or watering can of five gallons or less.
- c. New Landscapes may only be installed if
 - i. a 30 day watering schedule variance has been applied for and accepted
 - ii. no more than 50% of the irrigated landscaped area is water conserving natural turf
 - iii. only drought tolerant or native plants are installed
 - iv. drip irrigation with an automatic timer is installed in all beds
- d. Revegetation of disturbed areas due to construction is allowed, if required by local, state or federal regulations. A temporary watering variance must be granted by the City of Dripping Springs.

2. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of 7 a.m. and 10 a.m. and between 7 p.m. and 10 p.m. Such activity, when allowed,

shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle can be washed at any time at a commercial car wash facility or commercial service station that recycles its water. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Pools:

Installation of swimming pools is prohibited except when equipped with an automatic pool cover. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

4. Outside Water Features:

- a) Operation of outside water features except for ornamental fountains with a 4 inch emission or fall of water² that are recirculating, is prohibited, except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools).
- b) Operation of residential aesthetic or recreational devices, such as water slides, is prohibited.
- c) Operation of outdoor misting systems at a commercial facility is prohibited except between 4 p.m. and 8 p.m.

5. Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system and meet the LCRA Highland Lakes Ordinance or other applicable non-point source pollution regulation. The City of Dripping Springs may request specific design documentation regarding a pond and the intended purpose.

6. Golf Course:

Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan in accordance with the City of Dripping Springs Drought Contingency Plan and will implement its Stage 3 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.

7. Events:

Events involving the use of water such as: car washes; festivals; parties; water slides; and other activities involving the use of water are prohibited.

8. Recreational areas (includes municipal parks and common areas):

² Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

Irrigation of recreational areas with potable water must follow the 6 hour weekly irrigation schedule outlined in section B1 and watering of recreational areas should be prioritized by frequency of use. Unnecessary foot traffic should be discouraged. Watering using an auxiliary source such as recycled water is exempt from these restrictions.

9. Athletic fields

The City of Dripping Springs must require a variance for irrigation of athletic fields if irrigation falls outside of the normal watering schedule. Fields should only be irrigated that are being actively used for organized sports practice, competition, or exhibition events when the irrigation is necessary to protect the health and safety of the players, staff, or officials present for the athletic event.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.

10. Water Waste

The following additional non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect

- a) Pressure washing is prohibited but variances may be granted by the City of Dripping Springs on the designated watering day for health and safety purposes only. Pressure washing equipment must be fitted with a spray nozzle that does not use more than 3.5 gallons of water per minute and has a trigger shut-off.

(4) STAGE 4 – Critical Water Shortage Conditions

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 3 are also in effect during stage 4, with the following modifications and additions:

1. Irrigation of ornamental landscaped areas with hose end sprinklers and automatic irrigation, except drip irrigation, is prohibited.
2. Irrigation is allowed with a hand-held hose with a working on/off nozzle, bucket, or drip irrigation only between the hours of 7 a.m. and 10 a.m. or 7 p.m. and 10 p.m. one day per week on the designated outdoor water use day as determined by the City of Dripping Springs.
3. New landscapes irrigated with spray irrigation are prohibited. New irrigated turf grass is prohibited. The City of Dripping Springs may issue new landscape variances for planting beds installed with drought tolerant or native plants specified in the Grown Green Plant Guide as having low or very low water needs (<http://austintexas.gov/department/grow-green/plant-guide>) and irrigated with point source drip irrigation or hand-held hose.
4. Use of water to operate outside water features, including fountains, outdoor misting

systems, and splash pads is prohibited.

5. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited, except as required for public health and safety purposes. Commercial car washing facilities may operate for health and safety purposes only except facilities which recycle water.
6. Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan in accordance with the City of Dripping Springs Drought Contingency Plan and will implement its Stage 4 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.
7. The filling or replenishing of water to single-family residential swimming pools is only allowed if the pool is covered with a pool cover when not in use.
8. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact.

Upon declaration of Stage 4 - Emergency Water Conditions, water use restrictions outlined in Stage 3 Critical Response Measures shall immediately apply.

(5) STAGE 5 – Emergency Water Shortage Conditions

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 4 are also in effect during Stage 5, with the following modifications and additions:

1. Irrigation of landscaped areas is prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. This activity is only exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
3. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
4. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Upon declaration of Stage 4 - Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply.

8.3 Wholesale Treated Customers

All the City of Dripping Springs wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with the LCRA DCP. In addition, the measures of this plan must be at least as stringent as the drought response measures required by the City of Dripping Springs for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan, consistent with the LCRA DCP.

(1) STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)

The City of Dripping Springs will contact wholesale treated water customers to discuss supply and demand conditions. The City of Dripping Springs will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

The City of Dripping Springs will keep wholesale treated water customers informed about demand and current and projected water supply conditions. The City of Dripping Springs will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential water uses.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

The City of Dripping Springs will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, LCRA will initiate the curtailment of water provided to wholesale treated water customers on a pro rata basis. The wholesale treated water customer's monthly allocation of water shall be based on a percentage of the customer's baseline water use. The percentage will be determined by the -LCRA Chief Operations Officer and may be adjusted as conditions warrant.

(4) STAGE 4 - Emergency Water Conditions

All requirements of Stage 3 shall remain in effect during Stage 4. Additional measures may be added as needed.

9.0 Enforcement

9.1 Enforcement Provisions

The following enforcement provisions shall apply to all the City of Dripping Springs water customers:

- Appendix B – Enforcement Provisions for Municipalities*
- Appendix C – Enforcement Provisions for Water Districts*
- Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities*

9.2 Variances

- (1) The City of Dripping Springs staff may grant variances:
 - A. Temporary watering schedule variances are allowed for new landscapes that use drought resistant landscaping or water conserving natural turf. Temporary watering schedule variances are also allowed for revegetation of disturbed areas due to construction, or if required by local, state or federal regulations. Temporary watering schedule variances shall include the following limitations:
 - A 30 day temporary watering schedule must be applied for and issued before the irrigation may begin
 - Days 1 thru 10 automatic irrigation or hose end sprinklers are allowed every day except between the hours of 10 a.m. and 7 p.m.
 - Days 11-20 automatic irrigation or hose end sprinklers are allowed every other day except between the hours of 10 a.m. and 7 p.m.
 - Days 21-30 automatic irrigation or hose end sprinklers are allowed every third day except between the hours of 10 a.m. and 7 p.m.
 - Day 31 must return back to the watering schedule as defined in Appendix A
 - Hand watering is allowed anytime with a hose equipped with a positive shut off nozzle
 - B. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
 - C. Allowing the use of alternative water sources (i.e., ground water, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.
- (2) The general manager, or his designee, may grant in writing temporary variances for existing water uses otherwise prohibited under this plan if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:
 - A. Compliance with this plan cannot be accomplished during the duration of the time the plan is in effect; or

- B. Alternative methods can be implemented that will achieve the same level of reduction in water use.
- (3) Persons requesting a variance from the provisions of this plan shall file a petition for variance with the City of Dripping Springs water utility system any time the plan or a particular drought response stage is in effect. The general manager or his designee will review petitions for variances. The petitions shall include the following:
- Name and address of the petitioner
 - Purpose of water use
 - Specific provision of the plan from which the petitioner is requesting relief.
 - Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this plan
 - Description of the relief requested
 - Period of time for which the variance is sought
 - Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date
 - Other pertinent information
- (4) Variances granted by a City of Dripping Springs water utility system shall be subject to the following conditions, unless waived or modified by the general manager, or his designee:
- A. Variances granted shall include a timetable for compliance.
- B. Variances granted shall expire when the plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (5) No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

9.3 Plan Updates

The plan will be reviewed and updated as needed to meet both TCEQ and LCRA drought contingency plan rules.

10 Appendices

Appendix A – Mandatory Watering Schedules

Permanent mandatory watering schedule

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below:

Residential

Odd number addresses: Wednesdays and Saturdays

Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas)

Tuesdays and Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

2nd mandatory watering schedule (750,000 AF combined storage)

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** for 15 hours only during scheduled days and times as indicated below:

Residential- automatic irrigation systems

Odd number addresses: Wednesdays

Even number addresses: Thursdays

Residential- hose end irrigation systems

Odd number addresses: Saturdays

Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas)

Even number addresses: Tuesdays

Odd number addresses: Fridays

Public Schools- Mondays

Watering Hours:

Hose end irrigation systems: Midnight to 10 a.m. and 7 p.m. to midnight

Automatic irrigation systems: Midnight to 10 a.m. and 7 p.m. to midnight

3rd mandatory watering schedule (600,000 AF combined storage)

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** for **6 hours** only during scheduled days and times as indicated below:

Residential- automatic irrigation systems

Odd number addresses: Wednesdays

Even number addresses: Thursdays

Residential- hose end irrigation systems

Odd number addresses: Saturdays

Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas)

Even number addresses: Tuesdays

Odd number addresses: Fridays

Public Schools- Mondays

Watering Hours:

Hose end irrigation systems: 7 a.m. to 10 a.m. and 7 p.m. to 10 p.m.

Automatic irrigation systems: Midnight to 6 a.m.

Appendix B – Enforcement Provisions for Municipalities

Enforcement for Retail Customers

The following enforcement provisions shall apply to all the City of Dripping Springs retail water customers:

- (1) No person shall knowingly or intentionally use or allow the use of water from a City of Dripping Springs water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- (2) Any person who violates this plan shall be subject to the following fines, penalties and/or conditions of service:
 - A. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed. Fines and restrictions on service that may result from additional violations;
 - B. Following the second documented violation, the violator shall:
 1. Be criminally responsible for the violation of this Plan, punishable by a fine of \$250; and
 2. Be subject to a civil penalty of \$500.
 - C. Following the third documented violation, the violator shall:
 1. Be criminally responsible for the violation of this Plan, punishable by a fine of \$500; and
 2. Be subject to a civil penalty of \$1000.
 - D. Following the fourth documented violation, the City of Dripping Springs shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$100, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the City of Dripping Springs so that the same action shall not be repeated while the plan is in effect. The City of Dripping Springs may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- (3) Each day that one or more of the provisions in this plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of the City of Dripping Springs, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he did not commit the violation. See enforcement process diagram in *Appendix E - Drought Response Retail Enforcement Process for Municipalities*.

- (4) The designated manager or official of the City of Dripping Springs shall have the power to enforce the provisions of this Plan.
- (5) The municipal court shall have the power to issue to the designated manager or official of the City of Dripping Springs administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this Plan.
- (6) Judicial enforcement of fines and penalties issued pursuant to this Plan may be sought through a municipal court, district court or small claims court having jurisdiction over the matter.
- (7) Compliance with this Plan also may be sought through injunctive relief in state district court.

Enforcement for Wholesale Customers

Wholesale treated water customers shall provide the City of Dripping Springs with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer's own drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the City of Dripping Springs by law or under the terms of the wholesale water contracts:

Penalties for wholesale treated water customers:

First documented violation:	<u>Written notice of violation</u>
Second documented violation:	Penalty fee up to \$5,000
Third documented violation:	Penalty fee up to \$10,000

Legal Authority applicable to Municipalities in Regard to Drought Contingency Plan Enforcement

Texas Local Government Code sec. 552.001
 Texas Local Government Code sec. 54.00 1
 Texas Local Government Code sec. 54.005
 Texas Local Government Code sec. 54.012 - 54.017
 Texas Government Code sec. 29.003

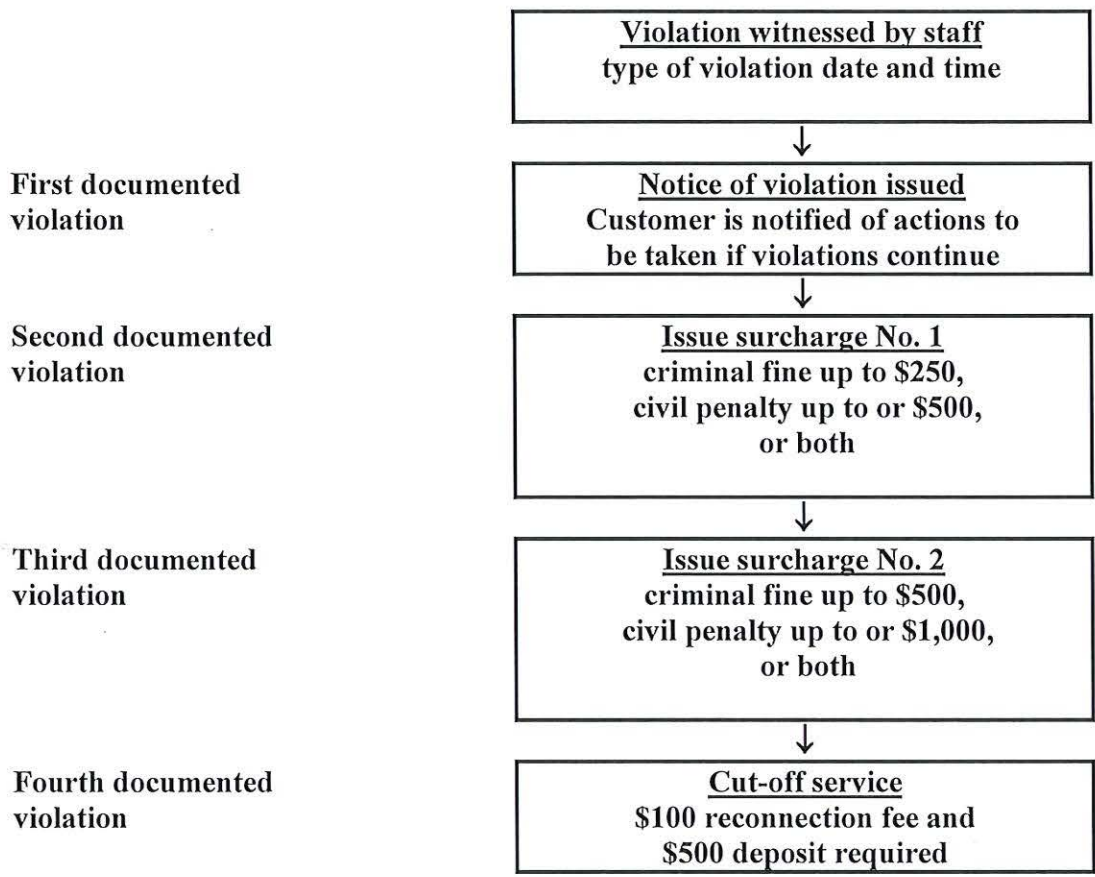
Appendix C – Enforcement Provisions for Water Districts

N/A

Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities

N/A

Appendix E – Drought Response Retail Enforcement Process for Municipalities



Appendix F – Drought Response Retail Enforcement Process for Water Districts and Investor-Owned Utilities

N/A

Appendix G – Example Authorization to Implement and Approve Drought Contingency Plans

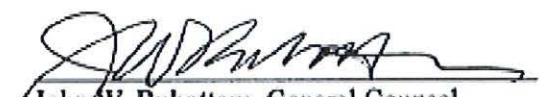
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, John W. Rubottom, hereby certify that I am the General Counsel and Assistant Secretary of the Board of Directors (Board) of the Lower Colorado River Authority (LCRA), a conservation and reclamation district, duly organized and existing under and by virtue of the public laws of the State of Texas.

I further certify that the Board of Directors of LCRA, on March 25, 2009, in a meeting posted properly in accordance with the Texas Open Meetings Act and with a quorum present and voting, unanimously authorized the general manager and his staff to prepare and submit water conservation and drought contingency plans to the Texas Commission on Environmental Quality that are consistent with direction provided by the Board, as described in LCRA Board Agenda Item 8, a true and correct copy of which is attached hereto.

TO CERTIFY WHICH, witness my hand and official seal this the 7th day of April, 2009.




John W. Rubottom, General Counsel
and Assistant Secretary of the
LCRA Board of Directors

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-R13

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,
ADOPTING A WATER CONSERVATION PLAN; MAKING FINDINGS OF
FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable water restrictions for its users; and

WHEREAS, the City Council recognizes that it is the best interest of its residents, visitors, and business to adopt and implement the Water Conservation Plan; and

WHEREAS, pursuant to Texas Administrative 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 552 of the Texas Local Government Code, the City has the authority to regulate water usage as it relates to its water customers; and

WHEREAS, the City of Dripping Springs desires to establish a drought contingency plan.

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

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

PASSED & APPROVED this, the 15th day of March 2022.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



The City of Dripping Springs Water Conservation Plan

Prepared by
The AL Law Group, PLLC
12400 West Hwy. 71
Suite 350-150
Bee Cave, TX 78738

March 2022

1. Introduction

The City of Dripping Springs' ("City") water conservation plan has been developed to meet the LCRA Water conservation rules in accordance with the LCRA Firm Water contract administrative rules. This Plan recognizes that conservation is a valuable tool in managing water utility systems. Benefits of water conservation include: extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water utility operating cost; improving the reliability and quality of water utility service; reducing customer cost for water service; and enhancing water quality and the environment.

This Plan applies to all of City's retail water customers located with its water service area, as defined in its Water Supply Contract with LCRA.

2. Utility Profile Information

As of March 2022, there were no permanent connections in the City's water service area. The projected population at full build out is estimated to be approximately 16,933 persons, or 4838 additional connections.

The City has not yet begun providing retail water service as of March 2022. Therefore, it does not yet have 5 years of water use data. In 2027, this WCP will be revised to evaluate the 5 year average daily water use, the five year average water loss, the five year peak to average day water use, and per capita water use.

3. Water Conservation Goals

Water conservation five and ten year goals are required for overall water use, residential water use and water loss. The goals proposed by the City are as follows:

	5-year goals	10-year goals
Gallons per person per day (GPCD)	150	125
Residential gallons per person per day (rGPCD)	150	125
Water loss	5%	5%

4. Water Conservation Strategies

4.1 Water Loss

4.1.1 Universal Metering and Meter Replacement and Repair

The City requires all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. All utility customers will be metered. Water will be metered at all wholesale connections. A regularly scheduled maintenance program of meter repair, replacement and calibration will be performed in accordance

with recommended meter manufacturer guidelines following the minimum schedule by meter size:

Production (master) meters:	Test once a year
Meters larger than 1”:	Test per manufacturer's recommendations
Meters 1” or smaller:	Test per manufacturer's recommendations

Zero consumption accounts will be checked to see if water is actually being used or not recorded. In addition, the meters will be checked for proper sizing.

4.1.2 Distribution System Leak Detection and Repair

The City will conduct leak detection and water audits, making appropriate repairs, in order to meet the utility water loss goal. Water loss audits will be performed in accordance with Texas Water Development Board rules.

Measures to proactively reduce water loss will be considered as feasible, including strategies to reduce line flushing and identify/repair water line leaks quickly.

4.1.3 Additional Water Loss Best Management Practices (all that apply are checked):

Automated meter reading (AMR) or Automated meter infrastructure (AMI). All meters will be compatible with automatic reading capabilities AMR or AMI technology will be considered for new meters as meters are replaced and it becomes feasible to implement this technology.

Customer portal which allows end users to check their water use online

Dedicated irrigation meters will be required for all new commercial and industrial customers.

Strategies to minimize water loss on long dead-end main lines will be considered. Examples include adding meters along various line routes to collect more accurate data on water flowing through those routes and creating loops in the water distribution lines.

As feasible, chlorine injection stations will be placed strategically throughout the development to avoid the need for excessive flushing to keep chlorine residuals in compliance.

As feasible, a protective leak detection program will be developed to decrease water loss in the water distribution system.

As feasible, recycle backwash water used to keep sedimentation out of water treatment plant filters.

4.2 Water Rates and Records Management - required

Increasing Block Rates

The City's retail rate is currently tied to the West Travis County's wholesale rate. The West Travis County Regional Water System has a multi-tiered, increasing block water

rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers. The City's rate, therefore, will reflect that same multi-tiered, increasing block water rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers.

Water Monitoring and Records Management

The City's staff maintain records of water distribution and sales through a common monitoring and billing system to provide a central location for water billing information and a way to compile, present, and view water-use and billing information.

4.3 Water Reuse

The City operates a wastewater treatment plant.

Wastewater can be reused to supplement water supply needs for rights-of-ways and medians. The City has contracts and plans to expand its reuse capabilities for the water supply needs of Sports Rec Park (13.63 acres), Founders Park (2.64 acres), Driftwood Golf Course (130 acres), and Howard Ranch (100 acres).

4.4 Education and Outreach

4.4.1 Required measures

Throughout the year, water conservation literature will be made available to users regarding water conservation, native landscaping, and other related topics to garden clubs, homeowner associations, and various others interested groups. The City staff may attend such events or request a presentation from LCRA staff to promote water conservation.

4.4.2 Additional Best Management Practices (all that apply are checked).

Irrigation system evaluations will be offered to customers with large landscape irrigation needs (20,000 gal/month or over) in the utility service area. Irrigation evaluations consist of evaluating the irrigation system, checking for leaks and other performance problems, and customizing an irrigation schedule.

Financial rebates. Customers will be offered irrigation technology and other rebates from the LCRA. The City will assist LCRA with promoting water conservation programs to its customers.

Hotels will be strongly encouraged to adopt a hotel linen reuse option policy where linens are only changed out upon request during multi-night short stays.

4.5 Other Best Management Practices (all that apply are checked).

_____ Permanent landscape watering schedule for spray irrigation. This schedule limits outdoor spray irrigation for landscapes to the following days and times:

Residential addresses ending in odd numbers: Wednesdays and Saturdays

Residential addresses ending with even numbers: Thursdays and Sundays

Commercial customers: Tuesdays and Fridays

Watering times: Midnight to 10 a.m. and 7 p.m. to midnight

_____ Temporary landscape watering schedule variance for new landscapes. New landscapes can be watered according to the following schedule for the first 30 days after installation.

Days 1 through 10: spray irrigation allowed every day.

Days 11 through 20: spray irrigation allowed every other day.

Days 21 through 30: spray irrigation allowed every three days.

Watering times: Midnight to 10 a.m. and 7 p.m. to midnight.

5. Wholesale Water Conservation Plans - required

Wholesale treated water customers will be required to develop a drought contingency and a water conservation plan in accordance with LCRA Water Contract Rules. The plans must include a governing board resolution, ordinance, or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

6. Coordination with Regional Water Planning Group - required

The service area of The City is located within the Lower Colorado River Water Planning Area (Region K) of the State of Texas and the District has provided or will provide a copy of this water conservation plan to the regional water planning group. The plan can be sent to the LCRA, c/o Water Contracts and Conservation, P.O. Box 220, Austin, Texas 78703.

7. Authorization and Implementation

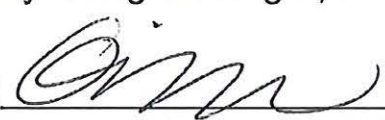
The Deputy City Administrator, or his/her designee, of the City is hereby authorized and directed to implement the applicable provisions of the Plan. The Deputy City Administrator, or his/her designee, will act as Administrator of the Water Conservation Program. He/she will oversee the execution and implementation of the program and will be responsible for keeping adequate records for program verification. A signed and

dated copy of this plan by the Deputy City Administrator or his/her designee will be sufficient to meet this requirement.

7.1 Plan Implementation

The Deputy City Administrator has designated a water conservation coordinator, who will be responsible for the implementation of this water conservation plan. The current water conservation coordinator is Aaron Reed. The Deputy City Administrator, or his/her designee may re-appoint this position. At that time, the City will inform LCRA about this personnel change.

Approved by: Ginger Faught, Deputy City Administrator

Signature:  Date: 3/15/22
(Customer representative with enforcement authority)

MEMORANDUM OF UNDERSTANDING

Between

Hays County Office of Emergency Services

And

City of Dripping Springs (CODS)

This Memorandum of Understanding (MOU) between the Hays County Office of Emergency Services (HCOES) and the City of Dripping Springs for the use of Dripping Springs Ranch Park (DSRP) witnesses that:

Whereas, the Hays County Office of Emergency Services is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster;

Whereas in the event of an emergency event in the State of Texas, local and regional infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

Whereas the existing local and regional infrastructure will also be compromised due to lack of adequate staff, equipment, and support available due to the impacts and demands of the event;

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional resources and support the effective response to the immediate emergency event;

Whereas immediate evacuation of animals in danger from evolving natural or manmade events.

Whereas trained volunteers responding or assisting in recovery efforts;

Now therefore, the parties agree as follows:

A. Definitions:

1. **Community Emergency Response Team (CERT):** Volunteers who have been formally trained, background checked and credentialed by the HCOES for response in disasters, recovery and assist local emergency services.
2. **Disaster Assessment Teams (DAT):** Teams of CERT volunteers who have been formally trained in damage assessments related to natural or manmade events.

B. Use of Facility assets and staff:

1. In the event of an emergency requiring an immediate evacuation due to emergent conditions CODS agrees to provide the Dripping Springs Ranch Park Facilities to HCOES for use.
2. CODS agrees to the use of its Dripping Springs Ranch Park facilities, for HCOES staff and CERT volunteers responding to the emergency event.
3. Use of DSRP Facilities will be limited to housing large and small animals during response and recovery efforts.
4. DSRP agrees to support the use of the facilities but is not required to staff the facilities during an emergency response

C. Hays County Office of Emergency Services (HCOES) :

1. HCOES agrees to notify the CODS Emergency Management Coordinator and request the use of the facility prior to use and, when possible, for staging of impending events.
2. HCOES agrees to repair or replace any damage which occurred as a result of using DSRP Facilities.
3. HCOES agrees to provide any necessary security for the duration of use.
4. HCOES agrees only CERT or HCOES trained staff will be allowed to manage the DSRP facilities in coordination with DSRP staff.

D. Contact Information:

1. DSRP agrees to provide Hays County Office of Emergency Services with the appropriate manager's 24-hour per day 7-day per week contact information and update this information as necessary.
2. Hays County Office of Emergency Services agrees to provide DSRP with the contact information of those who are authorized to notify DSRP in the event of an emergency requiring the use of DSRP Facilities.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. If this document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and it will be confidential under Government Code § 418.176(a)(2).

F. Duration of Agreement: The term of this MOU is five (5) years from the date of the initial agreement. Renewal for additional one-year terms shall be automatic unless one party terminates as provided in section I.

G. Program Review: A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

To the County:

Hays County Office of Emergency Services
Attn: Emergency Preparedness Coordinator
810 S Stagecoach Trail, Suite 1200
San Marcos, TX 78666
(512) 393-5538

To the City:

City of Dripping Springs
Attn: Emergency Management Coordinator
511 Mercer Street
Dripping Springs, TX 78620
(512) 858-4725

K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

[signature page follows]

HAYS COUNTY OFFICE OF EMERGENCY SERVICES:

Mike Jones, Director of Emergency Services

Date

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr.

Bill Foulds, Jr., Mayor

Date

Attest:

Andrea Cunningham

Andrea Cunningham, City Secretary



**WHOLESALE WATER SUPPLY AGREEMENT
BETWEEN
LOWER COLORADO RIVER AUTHORITY AND
THE CITY OF DRIPPING SPRINGS**

THIS WHOLESALE WATER SUPPLY AGREEMENT (this “Agreement”) is made and entered into by and between LOWER COLORADO RIVER AUTHORITY, a conservation and reclamation district and a political subdivision of the State of Texas (“LCRA”) and the CITY OF DRIPPING SPRINGS, TEXAS, a Texas general law municipality (the “City”).

RECITALS

1. LCRA owns and operates a regional water supply system consisting of a raw water intake and pumping system, a raw water transmission main, a water treatment plant, treated water storage facilities and treated water transmission and distribution facilities to serve the needs of its wholesale and retail customers in Travis and Hays Counties, Texas (the “LCRA System”), including that area within the Colorado River watershed in Hays County (the “LCRA Service Area”).
2. The City does not presently have a water system or a water certificate of convenience and necessity (“CCN”), but desires to provide retail potable water utility service within certain portions of the City’s current corporate limits and extraterritorial jurisdiction (“ETJ”), including the area identified on **Exhibit A** hereto (the “City’s Potential Service Area”).
3. LCRA is in the process of expanding the LCRA System in order to provide wholesale and retail water service within the LCRA Service Area, which includes the City’s Potential Service Area.
4. The City has no facilities to divert, treat, transport, store or distribute the water to potential retail customers in the City’s Potential Service Area and desires that LCRA, which is in the process of expanding the LCRA System in order to provide wholesale and retail potable water service within the LCRA Service Area as described on **Exhibit B** hereto (the “LCRA Service Area”), which includes the City’s Potential Service Area.
5. The City intends to provide retail water service to the potential retail customers in the City’s Potential Service Area, subject to agreements with other parties regarding areas to be served.
6. The City and LCRA now desire to enter into this Agreement pursuant to which LCRA will agree to provide a wholesale treated water supply to the City from the LCRA System and certain related operation and maintenance services for areas where the City obtains a CCN granting the City the Exclusive Right (as hereafter defined) to provide retail potable water utility service.

7. The City desires that LCRA include in the improvements that it constructs for the LCRA System facilities needed by the City to provide retail potable water utility service to all or any portion of the City's Potential Service Area to which the City obtains a CCN granting it the Exclusive Right to provide retail potable water utility service.
8. LCRA is willing to include in the improvements constructed by it facilities needed to enable the City to provide retail potable water utility service in all or any portion of the City's Potential Service Area for which the City obtains a CCN granting it the Exclusive Right to provide retail potable water utility service.
9. The City is willing to obtain Wholesale Water Supply (as hereafter defined) from the LCRA System and the related operation and maintenance services as provided herein for areas where the City obtains a CCN granting it the Exclusive Right to provide retail potable water utility service within the City's Potential Service Area.
10. LCRA and the City also wish to undertake good faith efforts to extend the City's Potential Service Area wherever possible to include areas along U.S. Highway 290 in Hays County (the "290 Corridor") to facilitate the City's ability to annex these areas and thereby further regulate growth and development and promote the health, safety and general welfare of the residents of the City and its ETJ.
11. LCRA is aware that the City and Dripping Springs Water Supply Corporation (the "Corporation") entered into a "Settlement Agreement and Water and Wastewater Service Agreement" (the "Settlement Agreement") with an effective date of May 28, 2002, that establishes water and wastewater service areas, as between the City and the Corporation, in the City's corporate limits and ETJ and the City and LCRA intend that this Agreement not create a default or breach of the Settlement Agreement.
12. The City is aware that LCRA has also entered into agreements with Dripping Springs Water Supply Corporation and the Hays County Commissioners Court obligating LCRA to undertake certain actions with each of those entities in regard to the City's Potential Service Area, and the City and LCRA acknowledge LCRA's obligations under those agreements and intend that this Agreement not create a default or breach of said agreements.
13. Subject to compliance with the provisions of this Agreement by all parties hereto, and to the extent indicated hereafter, LCRA's System will be capable of providing Wholesale Water Supply to the City, and LCRA agrees to improve its System in order to provide adequate Wholesale Water Supply to the City under this Agreement and to the other wholesale and retail customers of the LCRA System under other agreements, with all costs of the LCRA System (hereafter, the "Costs of the LCRA System") to be recovered through the rates and charges of LCRA to the customers of the LCRA System.
14. LCRA and the City now wish to execute this Agreement to evidence the agreement of LCRA to provide Wholesale Water Supply to the City under the conditions described in this Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LCRA and the City agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions of Terms. As used in this Agreement, the following terms have the meanings ascribed in this section.

“Agreement” means this agreement.

“CCN” means a certificate of convenience and public necessity for retail water utility service issued by the Texas Commission on Environmental Quality or its successors.

“Charges” means the LCRA’s charges set from time to time by the LCRA Tariff (as hereafter defined) approved by its Board of Directors for water utility service from the LCRA System.

“City” means the City of Dripping Springs, Texas.

“City’s Potential Service Area” means the area described as such on **Exhibit A** hereto, and may be expanded by agreement of LCRA and the City to include, wherever possible, areas of the 290 Corridor.

“Connection Fee” means the charge described in Section 4.01.a. of this Agreement.

“Costs of the LCRA System” means all costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating, and obtaining, reserving and using water for, the LCRA System, including, without limiting the generality of the foregoing, the costs of property, interests in property, water and water rights, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, lines, meters, taps, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the LCRA System. The Costs of the LCRA System shall include reasonable amounts for an operation and maintenance reserve fund, debt service reserve fund, required coverage of debt service, working capital and appropriate general and administrative costs.

“Delivery Point(s)” means the point(s) at which LCRA is obligated to deliver treated water to the City for the City’s retail customers under this Agreement, which shall be the points at which the City delivers retail potable water utility service to its retail customers.

“Emergency” means a sudden unexpected happening; an unforeseen occurrence of condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities resulting in social distress. The term includes Force Majeure and acts of third parties which cause the LCRA System to be unable to provide the Wholesale Water Supply agreed to be provided herein.

“Exclusive Right” means the City’s right pursuant to a CCN to provide exclusive retail water utility service but also includes dual certification rights with the Corporation along RR 12 where the Settlement Agreement so allows the City to have dual certification with the Corporation.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, acts of terrorism, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such party.

“LCRA” means Lower Colorado River Authority.

“LCRA Service Area” means that area described as such in **Exhibit B** hereto together with such other areas as may be added by LCRA in the future.

“LCRA System” means the facilities owned by LCRA as described in Recital No. 1 above together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof to provide wholesale or retail water service or supply to LCRA’s customers in the LCRA Service Area.

“LCRA Tariff” means the water related portions of LCRA’s West Travis County Regional System Schedules for Rates, Fees, Charges and Terms and Conditions of Retail Treated Water and Wastewater Service as approved for the LCRA System, together with future amendments thereto or replacements thereof as adopted from time to time by the LCRA Board of Directors.

“LUE” means an amount of Wholesale Water Supply sufficient for one living unit equivalent as defined in the LCRA Tariff.

“Meter(s)” means the meter(s) which shall be installed by LCRA at the Delivery Point(s).

“TCEQ” means the Texas Commission on Environmental Quality or its predecessor or successors.

“Wholesale Water Supply” means the supply of potable water to the City at the Delivery Point(s).

Section 1.02. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Section 1.03. Wholesale Water Supply. LCRA agrees to provide Wholesale Water Supply to the City under this Agreement all as hereafter specified. Notwithstanding anything herein to the contrary, LCRA shall provide Wholesale Water Supply to the City, and the City shall provide retail potable water utility service from the LCRA System, in a manner which complies with that certain Memorandum of Understanding between LCRA and the United States Fish and Wildlife Service dated May, 2000 (the "MOU"), and only for areas for which the City has obtained a CCN authorizing it the Exclusive Right to provide retail potable water utility service within the City's Potential Service Area. In that regard, the City agrees that its retail water service from the Wholesale Water Supply to "New Development" (as defined in the MOU) will only be provided where (a) the development complies with any final water quality protection measures that result from the Fish and Wildlife Service's review of LCRA's environmental study, or (b) the Fish and Wildlife Service determines in writing that the water quality protection measures provided for the development are consistent with the requirements of the Endangered Species Act, or (c) the development complies with a regional plan that Fish and Wildlife Service determines in writing to be consistent with the requirements of the Endangered Species Act. Further, the City agrees that as a condition to providing retail water service from the Wholesale Water Supply to such "New Development" that it will require that each landowner provide for its development an engineer's certification that the plat for the development contains enforceable restrictions against altering physical elements of any applicable water quality protection measures or alternatives, such as buffer zones and impervious cover, and that the City will require that the landowner also provide an engineer's certification after completion of construction of a subdivision to ensure that construction of the subdivision has been in accordance with the plat restrictions.

ARTICLE II LCRA SYSTEM

Section 2:01. Use of City Property. The City hereby authorizes LCRA to have, acquire, construct, enlarge, extend, improve, maintain, operate, repair, replace, hold, and own the LCRA System in, on, upon, and under the present and future streets, alleys, highways, parkways, easements, rights-of-way, and other public places of the City in order to supply regional water service to LCRA's and the City's customers within and without the City.

Section 2.02. Construction of LCRA System Within City and Its Extraterritorial Jurisdiction. All new construction by LCRA that is related to the LCRA System shall be done in accordance with applicable ordinances, rules, and regulations of the City which are related to the construction of facilities and the use of streets, alleys, highways, parkways, and public places as are now in effect or may be hereafter adopted by the City. The parties agree that the provisions of that certain "Interlocal Cooperation Agreement" between them dated December 21, 2000, shall apply to construction of any part of the LCRA System within the City's limits or extraterritorial jurisdiction except that LCRA shall pay as fee to the City the actual and reasonable time and expenses incurred by the City Engineer and/or Attorneys in reviewing the plans related to construction of retail distribution system facilities. The LCRA System shall not be so located as to prevent the City from making reasonable use of the streets, alleys, highways, parkways, easements, rights-of-way, or other public places in accordance with the use(s) for which they were intended. In constructing or maintaining the LCRA System within the City limits, LCRA

shall not interfere with any existing underground facilities of the City except with the City's consent and under the City's reasonable direction. The City's consent shall not be unreasonably withheld or delayed.

Section 2.03. City's Right to Construct Facilities. If LCRA is unable to construct or have constructed the LCRA System to provide Wholesale Water Supply to any part of the City's Potential Service Area within the time frame provided in Section 3.01 of this Agreement, the City retains, and shall have, the right to construct, contract for the construction of, or accept as contributions from third parties, and thereafter own and operate, subject to the other provisions of this Agreement, any facilities that it needs to provide retail potable water utility service to such portion of the City's Potential Service Area.

Section 2.04. Preservation of Right. The City shall not (i) grant any other easement, license, or franchise to any other entity (other than Dripping Springs Water Supply Corporation) or (ii) construct any facility, to the extent that either of such actions would prevent LCRA from utilizing the authority granted herein without written consent from the LCRA which consent shall not be unreasonably withheld or delayed. Notwithstanding anything herein to the contrary, LCRA understands and confirms that to the extent easements or licenses are granted to LCRA by the City, such easements and licenses are non-exclusive.

Section 2.05. Repairs, etc. Except during Emergencies or to repair breaks or leaks or as provided by that certain "Interlocal Cooperation Agreement" between the parties dated December 21, 2000, LCRA shall provide ten (10) days notice in advance of any construction or maintenance activities in any of the City's public rights-of-way or public areas. LCRA shall return the area impacted by such construction or maintenance to the condition the area was in prior to such construction or maintenance. In the event Emergency maintenance or construction is required, LCRA shall notify the City of the activity as soon as is practicable.

Section 2.06. Relocations. If the City, in constructing public works, should require the LCRA System to be relocated, LCRA shall relocate the LCRA System as required by the City at the LCRA's sole cost and expense. Whenever the City shall intend to pave, construct, or improve any street, highway, alleyway, or other public area in which the LCRA System or other LCRA facilities are located, the City shall provide LCRA with reasonable written notice of the intended improvement to enable LCRA to improve the LCRA System or other facilities, if needed, so as to minimize and coordinate any inconvenience caused to the public by the construction.

Section 2.07. Map of LCRA System. LCRA shall supply the City with a map or maps showing in reasonable and sufficient detail the probable location(s) of the part of the LCRA System in the City limits to be constructed by the LCRA after the date of this Agreement. Information regarding the location(s) of the portion(s) of the LCRA System constructed and located in the City limits prior to the date of this Agreement have been provided to the City and relied upon by the City. LCRA shall be responsible for the accuracy of the information given to the City by LCRA and for providing maps to the City showing lines or facilities in the City corporate limits constructed by LCRA prior to LCRA's execution of this Agreement. To the extent LCRA subsequently determines that such information is inaccurate, it will provide the City with information regarding the inaccuracy.

Section 2.08. Not a Franchise Agreement. The City agrees that nothing in this Agreement constitutes an admission by the LCRA that it is required by law to obtain a franchise from the City. However, in the event that LCRA is required by law, now or in the future, to obtain a franchise from the City for the provision of water service within the LCRA Service Area, then this document shall satisfy such requirement and no other franchise cost or payment shall be due the City. This provision does not prohibit the City from lawfully imposing fees on entities other than LCRA that may be wholesale water customers of LCRA.

Section 2.09. Water Meter(s). LCRA shall install a Meter(s) at or near the point(s) of connection of the LCRA System with each of the City's retail potable water customers. After completion of installation of the Meter(s), the Meter(s) shall be part of the LCRA System, and service from the Meter shall be provided pursuant to this Agreement.

ARTICLE III CONDITIONS REGARDING PROVISION OF WHOLESALE WATER SUPPLY

Section 3.01. Supply of Water. Subject to the matters provided in Sections 1.03, 3.03 and 5.03, and completion of construction or dedication of any internal distribution system improvements needed, LCRA agrees to provide Wholesale Water Supply to the City for the City's retail customers. Except as otherwise expressly authorized in this Agreement, the City agrees that, within its Service Area, it will not use potable water from any source or facilities other than water made available from the LCRA System; provided, however, within ninety (90) days after the City notifies LCRA in writing that the City intends to provide retail potable water utility service to an area pursuant to Section 5.03 of this Agreement, LCRA shall notify the City in writing as to whether LCRA is able to supply Wholesale Water Supply to the City for such area. If LCRA is unable to provide Wholesale Water Supply to the City for such area, then the City, in its sole discretion, shall be free to pursue and obtain any other source of water service or supply for such area that it deems appropriate. For any area where, pursuant to this paragraph 3.01, the City has requested service and LCRA has notified the City that it is unable to serve, if LCRA later seeks to provide retail or wholesale service to that area, then LCRA shall first notify the City in writing that it intends to provide such service, and the City shall have 90 days to respond to LCRA in writing that it wishes to proceed with the provision of retail potable water utility service to such area pursuant to this Agreement; if the City so responds in writing, then the parties shall proceed pursuant to this Agreement as if, pursuant to this Section 3.01, the City had notified LCRA that it intended to provide retail potable water utility service to that area pursuant to Section 5.03 of this Agreement, and that LCRA had responded that it was able to supply Wholesale Water Supply to the City for such area.

Section 3.02. Title to and Responsibility for Water; Delivery Point(s).

- a. Title to the water supplied to the City by LCRA under this Agreement shall remain with the LCRA at all times while it is in the LCRA System, even when that water is commingled with water belonging to other customers of the LCRA System, and the City shall have no right of control or dominion over the water until it reaches the Delivery Point(s).

- b. Water delivered by LCRA shall be delivered at the Delivery Point(s) and at no other points.

Section 3.03. Quantity and Pressure.

- a. Subject to the limitations set forth herein and in the LCRA Tariff, and subject to the availability of capacity in the LCRA System at a feasible cost at the time the City requests a service commitment from LCRA for any part of the City's Potential Service Area, upon completion of construction or dedication of any internal distribution system improvements needed, LCRA agrees to supply to the City (i) all water needed and requested by the City for its retail customers in any portion of the City's Potential Service Area, for which the City obtains a CCN granting it the Exclusive Right to provide retail potable water utility service, or (ii) such lesser amount as LCRA may be able to supply in the event of an Emergency and shall make the water available at the Delivery Point(s) at a minimum pressure of thirty-five (35) psi under non-Emergency operating conditions, or at such other pressure as may be required by applicable law or state or federal regulation.
- b. LCRA reserves the right to install flow restriction devices, at such locations as LCRA may hereafter specify, in order to restrict the flow of water to the City to the levels agreed to herein. If the demands of the City for Wholesale Water Supply ever exceed the amount LCRA is able to supply, then the City shall notify LCRA of such shortage and the amount of water needed by the City. LCRA and the City shall consider undertaking all reasonable conservation efforts to allow LCRA to meet said demand subject to the other provisions of this Agreement, LCRA's agreements with other parties, the LCRA Tariff and applicable law.

Section 3.04. Quality of Water Delivered to City. The water delivered by LCRA hereunder at the Delivery Point(s) shall be potable water of a quality conforming to the requirements of all applicable federal or state laws, rules, regulations or orders including requirements of the TCEQ for human consumption and other domestic use.

Section 3.05. Construction, Maintenance and Operation. LCRA shall be responsible for owning, constructing, operating, maintaining, repairing, replacing, extending, improving and enlarging the LCRA System and shall promptly repair any leaks or breaks in LCRA's System.

Section 3.06. Rights and Responsibilities in Event of Leaks or Breaks.

- a. The City shall be responsible for paying for all water delivered to it or its retail customers under this Agreement at the Delivery Point(s) regardless of the fact that such water passed through the Delivery Point(s) as a result of leaks or breaks in the City's retail customers' lines or facilities. In the event a leak, break, rupture or other defect occurs within the City's retail customers' lines or facilities which could either endanger or contaminate the LCRA System or prejudice LCRA's ability to provide water service to its other customers, LCRA, after providing notice conforming to the LCRA Tariff, shall have the right to take whatever actions LCRA reasonably considers appropriate to protect the public health or welfare or the LCRA System or the water systems of LCRA's customers

including, without limitation, the right to restrict, valve off or discontinue service until such leak, break, rupture or other defect has been repaired.

- b. The City further understands that LCRA delivers water from the LCRA System at other points to other customers and has rights under its contracts with those customers which are similar to its rights under Section 3.06.a. of this Agreement. Nothing in this Agreement shall be construed as impairing any of LCRA’s rights under its contracts with those other customers. LCRA may exercise any of said rights, including those rights similar to its rights under Section 3.06.a. of this Agreement, and in such event, the City shall have the same rights and obligations with respect to LCRA as the City would have had LCRA exercised its rights under Section 3.06.a. of this Agreement.

**ARTICLE IV
CHARGES, BILLING AND FINANCIAL MATTERS**

Section 4.01. Connection Fee; Rates.

- a. The City shall be obligated to pay LCRA, a connection fee (the “Connection Fee”) as set from time to time by the LCRA Board of Directors in the LCRA Tariff, and currently estimated to be four thousand five hundred dollars (\$4,500) per LUE, for each new LUE connection which is served by the City with water from the LCRA System pursuant to this Agreement. The Connection Fee for each new retail water connection shall be due and payable to LCRA before the City makes a new retail water connection. The Connection Fee shall be designed primarily to fund or recover all or a part of the Costs of the LCRA System for capital improvements or facility expansion intended to serve new retail connections in the LCRA Service Area.
- b. The City also shall pay to LCRA such other Charges as are imposed by the LCRA Tariff from time to time. The Charges shall be designed primarily to recover the share of the capital related Costs of the System attributable to the City not recovered through the Connection Fee, and the operation and maintenance related costs of the System attributable to the City.
- c. The City hereby appoints LCRA as its agent to collect the Connection Fee and the Charges and other amounts billed to the City’s retail customers who are served pursuant to this Agreement and remit same to LCRA and the remainder to the City, subject to the annual review by the City of the LCRA’s performance of this agency. LCRA’s reasonable and necessary costs of billing and collecting from the City’s retail customers, including bad debt accounts, shall be a cost of the LCRA System. This appointment shall be for the duration of this Agreement.
- d. At any time while this Agreement is in effect, LCRA, subject to applicable law, may modify the Connection Fee and the Charges as appropriate to recover the Costs of the LCRA System in a just and reasonable manner from the City and the other customers of the LCRA System.

Section 4.02. City’s Retail Charges. During the term of this Agreement, the City agrees to charge its retail customers the same Connection Fee and Charges as imposed by the LCRA Tariff upon the City. In addition, the City may charge an additional amount not to exceed six (6) percent of the Charges, which amount shall be collected by LCRA on behalf of the City as its agent and remitted to the City to reimburse the City for any expenses incurred by the City for, among other things, administering the retail service from the LCRA System and this Agreement. Otherwise, the City shall impose no other charges upon its customers for retail water service from the LCRA System. It is understood and agreed between the parties that this covenant by the City has served as partial inducement to LCRA in entering into this Agreement, and but for this promise, LCRA would not have entered into this Agreement.

Section 4.03. LCRA System to be Self-Sufficient. The LCRA System shall be comprised of the facilities described in Recital No. 1 hereof, together with such improvements, extensions, enlargements, betterments, additions, improvements and replacements thereto as are considered reasonable and necessary by LCRA to provide water to the LCRA Service Area. The parties agree that the Costs of the LCRA System shall be borne by all of the customers of the LCRA System, including the City, in a fair and equitable manner and so that the LCRA System is self-sufficient. Without limiting the foregoing, the parties further agree that LCRA is authorized to issue such indebtedness as it may deem appropriate to pay for any Costs of the LCRA System or, in lieu of issuing indebtedness, to provide for the borrowing of internal LCRA funds from LCRA resources other than the LCRA System and, in such events, the Costs of the LCRA System borne by the customers, including the City, shall include debt service, paying agent/registrar fees and reasonable coverage on any indebtedness issued by LCRA or the recovery (amortized over a reasonable period) of any internal LCRA funds utilized together with reasonable interest and coverage thereon to be established in accordance with LCRA policy as now or hereafter implemented.

**ARTICLE V
CITY’S OTHER COMMITMENTS AND FUTURE SERVICE AREA**

Section 5.01. City’s Rates and Charges.

- a. Subject to the limitations provided in Article IV, the City shall be solely responsible for implementing water rates for its own customers in accordance with applicable law and this Agreement. Failure to collect from its customers will not affect the City’s obligation to make all payments due to LCRA, except that, as provided in Section 4.01 (c), bad debt accounts shall be a Cost of the LCRA System.
- b. The parties agree, and the City represents and covenants, that all moneys required to be paid by the City under this Agreement shall constitute an operating expense of the City’s waterworks system authorized by the Constitution and laws of the State of Texas, including Chapter 402, Texas Local Government Code, as amended, and Section 791.026, Texas Government Code.
- c. The City covenants and agrees to compute, ascertain, fix, levy and collect such rates and charges for the facilities and services provided by it which will be consistent with this Agreement and adequate to permit the City to make prompt and complete payments pursuant to this Agreement.

Section 5.02. Governmental Approvals. Each party is solely responsible for obtaining any governmental approval required of it under this Agreement.

Section 5.03. City's Future Service Area. The City has identified the City's Potential Service Area in **Exhibit A**. As more fully described in this paragraph, LCRA and the City acknowledge and agree that the provision of water service by the two entities in City's Potential Service Area and the LCRA Service Area in the manner described in this paragraph is intended to be consistent with policies of the State of Texas and the TCEQ regarding regionalization of water service for the respective areas and will inure to the benefit of the present and future customers in the said areas. LCRA agrees that as between it and the City, the City shall have the right to provide retail water service in the City's Potential Service Area provided that it (i) files an application to obtain a CCN or add to its CCN any area within the City's Potential Service Area within sixty days after receiving notice in writing from LCRA that LCRA is able to provide Wholesale Water Supply to the City for such area or any portion thereof pursuant to Section 3.01 of this Agreement and (ii) is able to obtain approval of a CCN granting the City the Exclusive Right to provide potable water service to the area, or any applicable portion thereof, within one year of the City's filing the CCN application or amendment; provided that if the City is diligently pursuing such an application and would have obtained it within such time but for protests filed against it, the LCRA shall grant the City up to an additional year to obtain the CCN or amendment thereto. LCRA will neither object to nor support the City's application during this time period nor will LCRA object to or support any application of any other person or entity for such area during this time period. If (i) the City does not file an application for, or obtain approval of, such service area within such time frames or if the City chooses within such time frames not to provide water service to such area or if another entity obtains a CCN for such area or portion thereof, or (ii) to the extent the Dripping Springs Water Supply Corporation likewise does not file an application for, or obtain approval of, inclusion of such area in the Corporation's CCN within the time frames provided in the water supply contract between LCRA and the Corporation, or if the Corporation chooses not to provide water service to such area, then LCRA may provide retail or, as appropriate, wholesale service in such area and the City will neither object to nor support any application for a CCN by LCRA related thereto. LCRA and the City agree to cooperate with each other in the provision of service to the City's Potential Service Area and the LCRA Service Area to ensure that retail potable water utility service is provided in the most efficient and economical method possible taking environmental measures into account. Notwithstanding the foregoing, nothing in this Section shall prevent LCRA from providing wholesale water service to any entity which obtains a certificate of convenience and necessity for any portion of the area described in **Exhibit A**. However, LCRA and the City agree to cooperate in good faith if the City expresses a desire to provide wholesale water service to an area in the City's Potential Service Area where LCRA likewise may supply wholesale water service.

Section 5.04. Use of LCRA’s System. Except as otherwise provided in this Agreement, the City agrees to use the Wholesale Water Supply provided by LCRA under this Agreement as its sole source of potable water for its retail customers during the term of this Agreement. The parties understand that LCRA has relied on this commitment by the City in agreeing to not require the City to make certain minimum payments that LCRA otherwise might have required in this Agreement. Notwithstanding the foregoing, because the City agrees to use the LCRA System as its sole source of Wholesale Water Supply in areas where LCRA is able to provide that water supply pursuant to this Agreement, the City shall nevertheless have the right, within such areas, to use or reuse effluent from a wastewater treatment facility for any purpose and to use water from a City-owned water well to irrigate City-owned property, such as parks and recreation areas.

Section 5.05. City’s Service Extension Policy. In agreeing to expand the LCRA System, including constructing or acquiring additional retail distribution system lines in order to provide Wholesale Water Supply to the City under this Agreement, LCRA has not only incurred the additional costs of such facilities, but has also delayed or foregone its opportunity to provide retail service to any area for which the City obtains a CCN authorizing it the Exclusive Right to provide retail service. In addition to the increased Costs of the System for these retail distribution lines and related facilities, LCRA is entering into this Agreement in reliance upon the City’s rate covenants in Article IV of this Agreement and this Section 5.05 to conform the City’s service extension policy to that of LCRA in the LCRA Tariff for the areas receiving Wholesale Water Supply. Specifically, the City covenants and agrees that its retail water service extension policy for any area for which it obtains a CCN granting it the Exclusive Right to provide retail service in the City’s Potential Service Area, and for which LCRA has agreed to provide the Wholesale Water Supply pursuant to this Agreement, will conform in all respects to LCRA’s service extension policies that would apply to such area if LCRA were the retail service provider. In addition, in any developer line extension and service commitment agreements, LCRA and the City will jointly negotiate all contract terms for the water line extensions, consistent with that extension policy.

**ARTICLE VI
EMERGENCY OR SHORTAGE OF WATER SERVICE CAPABILITY; TERM;
DEFAULT; REMEDIES**

Section 6.01. Termination, Discontinuance and Curtailment of Service; Modification of Agreement. Notwithstanding any other provision herein to the contrary, it is specifically understood and agreed between the parties that the obligation of LCRA to provide Wholesale Water Supply to the City during the term of this Agreement is contingent upon the matters provided herein and further is neither superior nor inferior to the obligation of LCRA to provide similarly situated customers with wholesale or retail water utility service within LCRA’s Service Area and to its other presently committed customers or any future customers of the LCRA System. Pursuant to such understanding, the parties hereby agree that if it is ever reasonably determined by LCRA during the term of this Agreement that it is unable to adequately provide water or Wholesale Water Supply to the LCRA Service Area or its existing committed customers because of an Emergency or shortage of water supply, production, treatment, storage or transportation capability in the LCRA System, or if LCRA needs to cause repairs to be made to the LCRA System to repair, replace or improve the level of water supply or Wholesale Water Supply to its customers, then LCRA shall have the right, after reasonable notice to the City and

opportunity for consultation, to curtail or limit service to the City and all other customers of LCRA on a reasonable, non-discriminatory basis so that all similarly situated customers are treated equally, fairly and uniformly. The City further agrees, in times of such Emergency or shortage or the need for repair, replacement or improvement of the LCRA System, to take appropriate action to curtail or limit all usage in the City's Potential Service Area receiving Wholesale Water Supply so that all users of LCRA water will be equally and uniformly restricted and protected. Any such measures taken by the City will be at least as stringent as those adopted by LCRA for the LCRA's Service Area. The parties agree that domestic uses of water shall have priority in times of Emergency or shortage over uses of water for construction or commercial uses and that construction or commercial uses shall have priority over irrigation uses from the LCRA System. Further, both parties agree that use of water for irrigation of lawns shall have the lowest priority in times of Emergency or shortage. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority that provision of Wholesale Water Supply by LCRA under this Agreement or curtailment or limitation of water or Wholesale Water Supply by LCRA to any of its customers is in violation of applicable law, regulation or order, then LCRA, after reasonable notice to the City and opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law.

Section 6.02. Service Availability and Plumbing Regulations. The City covenants and agrees to adopt and enforce the same service availability and plumbing regulations as contained in the LCRA Tariff with provisions for the proper enforcement thereof, to ensure that neither connections, re-connections, cross-connection or other undesirable practices are permitted, including an agreement with each retail water customer that allows the retail provider to said customer to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent unlawful connections, cross-connection and other undesirable plumbing practices. LCRA is hereby appointed by the City as its agent during the term of this Agreement to enforce the City's plumbing regulations related to customer inspection at the time of initial connection to the LCRA System.

Section 6.03. Default.

- a. In the event the City shall default in the payment of any amounts due LCRA under this Agreement, or in the performance of any material obligation to be performed by the City under this Agreement, then LCRA, after having given the City thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to temporarily limit Wholesale Water Supply to the City under this Agreement, pending cure of such default by the City. In the event such default remains uncured for a period of (i) ninety (90) days in the event of a monetary default or (ii) three hundred sixty-five (365) days in the event of a non-monetary default, then LCRA, after giving the City thirty (30) days notice of its intent to do so and opportunity to cure, at its sole option, shall have the right either (x) to permanently restrict service to the City under this Agreement and to require the City to stop making new retail connections to the City's System, or (y) to require the City to, and the City hereby agrees to, allow LCRA to assume the power and responsibility to provide retail service in the area receiving Wholesale Water Supply, thereby taking over all retail service responsibilities and functions in LCRA's name and pursuant to the retail service requirements of the LCRA Tariff and in such event the City

and LCRA will diligently pursue transfer of that portion of the City's CCN covering the areas receiving Wholesale Water Supply to LCRA.

- b. In the event LCRA shall default in the performance of any material obligation to be performed by LCRA under this Agreement, then the City, after having given LCRA thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by LCRA. In the event such default remains uncured for a period of (i) one hundred eighty (180) days in the event of a default which causes the City to be unable to provide service to new retail connections to the City's System or (ii) three hundred sixty-five (365) days in the event of any other type of material default, then the City shall have the right to notify LCRA that the City intends to take a more limited amount of Wholesale Water Supply from LCRA (which shall be at least the amount LCRA is then providing to the City) and the City may then obtain other water service or supplies from another provider or may take appropriate action to supply itself with additional water after giving LCRA thirty (30) days notice of its intent to do so and opportunity to cure.

Section 6.04. Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party hereto and shall be cumulative of the remedies provided herein. Recognizing however, that LCRA's undertaking to provide and maintain the services of the LCRA System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, LCRA agrees, in the event of any default on its part, that the City shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available to the City. Recognizing that failure in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone, the City agrees in the event of any default on its part that LCRA shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available to LCRA including, without limitation, the right of LCRA to obtain a writ of mandamus or an injunction against the City (i) requiring the City Council of the City to levy and collect rates and charges sufficient to pay the amounts owed to LCRA by the City under this Agreement and (ii) enjoining the City from making additional retail water connections as specified in Section 6.03.a.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.01. Contracts. LCRA shall have the right to enter into other water supply or Wholesale Water Supply contracts so long as LCRA's performance of its obligations under such contracts does not prevent LCRA from being able to perform its obligations hereunder. This section shall not be construed as limiting LCRA's rights to temporarily curtail service in times of shortage or Emergency as otherwise provided herein. The City agrees that it will not, without the written consent of LCRA, provide or sell water to any entity, private or public, except retail customers of the City within the City's Potential Service Area where the City has obtained a

CCN authorizing it the Exclusive Right to provide retail potable water utility service from the Wholesale Water Supply provided by LCRA under this Agreement; provided, however, that such restriction on the provision or sale of water shall not prevent the City from providing, selling or using water as expressly authorized in sections 3.01 and 5.04, or pursuant to the remedies of section 6.03(b) and 6.04 of this Agreement.

Section 7.02. Records. LCRA and the City each agree to preserve, for a period of at least two years from their respective origins, all books, records, test data, charts and other records pertaining to this Agreement. LCRA and the City shall each, respectively, have the right at all reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 7.03. State Approval. Each party represents and warrants that the plans and specifications for its System have been or will be approved by the TCEQ.

Section 7.04. Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within, the discretion of either party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of either party hereto.

Section 7.05. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby; provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

Section 7.06. No Oral Agreements; Modification. There are no oral agreements between the parties hereto with respect to the subject matter hereof. This Agreement shall be subject to change or modification only with the mutual written consent of LCRA and the City.

Section 7.07. Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of LCRA and the City are and shall remain as follows:

LCRA:

Lower Colorado River Authority
Attn: Executive Manager
Water and Wastewater Utilities
3700 Lake Austin Boulevard
Austin, Texas 78703

The City:

City of Dripping Springs, Texas
Attn: Mayor
PO Box 384
Dripping Springs, Texas 78620-0384

Section 7.08. Assignability. This Agreement shall be assignable by LCRA to any affiliate of LCRA without the necessity of obtaining the consent of the City if written notice is provided to the City. Otherwise, this Agreement may be assigned by either party to any other entity with the express written consent of either party, which consent shall not be unreasonably withheld or delayed.

Section 7.09. Customer Advisory Committee Representative. LCRA has previously established a Customer Advisory Committee for the System. The parties agree that so long as the Customer Advisory Committee for the System exists, the City may appoint one representative to serve on the Committee. Such appointment shall be evidenced in writing, signed by the Mayor of the City and delivered to LCRA. The representative shall serve until further written designation of a successor from the Mayor of the City.

Section 7.10. Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary, neither party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each party shall act in good faith and shall at all times deal fairly with the other party.

Section 7.11. Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

Section 7.12. Governing Law. The terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Either Hays or Travis County, Texas shall be a proper place of venue for suit hereon, and the Parties hereby agree that any and all legal proceedings in respect of this Agreement shall be brought in the District Courts of Hays or Travis County, Texas, or the United States District Court for the Western District of Texas, Austin Division.

Section 7.13. Construction. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 7.14. Water Conservation Plan. The City agrees to adopt and enforce a water conservation and drought contingency plan in compliance with TCEQ Rules, 30 TAC ch. 288, for water use within the areas receiving Wholesale Water Supply. The plan shall be at least as stringent as those adopted by LCRA for its retail customers in the LCRA Service Area. Within 180 days after the execution of this Agreement, the City will submit its water conservation and

drought contingency plan to the LCRA for the LCRA's review and approval as being consistent with the requirements of this Section 7.14. The City agrees to consider measures described on **Exhibit C** attached hereto in adopting its water conservation plan.

Section 7.15. Authority of Parties Executing Agreement. By their execution hereof each of the undersigned parties represents and warrants to the parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Section 7.16. Term. The term of this Agreement is forty (40) years from the effective date set forth below. After the expiration of the term, the parties shall cooperate in good faith to consider renewing this Agreement.

Section 7.17. Section 13.248 Agreement. This Agreement is a contract between retail public utilities designating areas to be served and customers to be served by those retail public utilities pursuant to Section 13.248, Texas Water Code ("Section 13.248"). Each of the parties may file a copy of this Agreement with the TCEQ in support of applications or other filings provided for in, or consistent with, this Agreement and may request that the TCEQ honor the terms of this Agreement as a contract between retail public utilities pursuant Section 13.248.

Section 7.18. Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned parties represents and warrants to the parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect this 11th day of March, 2003.

LOWER COLORADO RIVER AUTHORITY

BY: Randy Goss
Randy J. Goss, P.E.
Executive Manager,
Water and Wastewater Utility Services



CITY OF DRIPPING SPRINGS, TEXAS

BY: [Signature]
Mayor

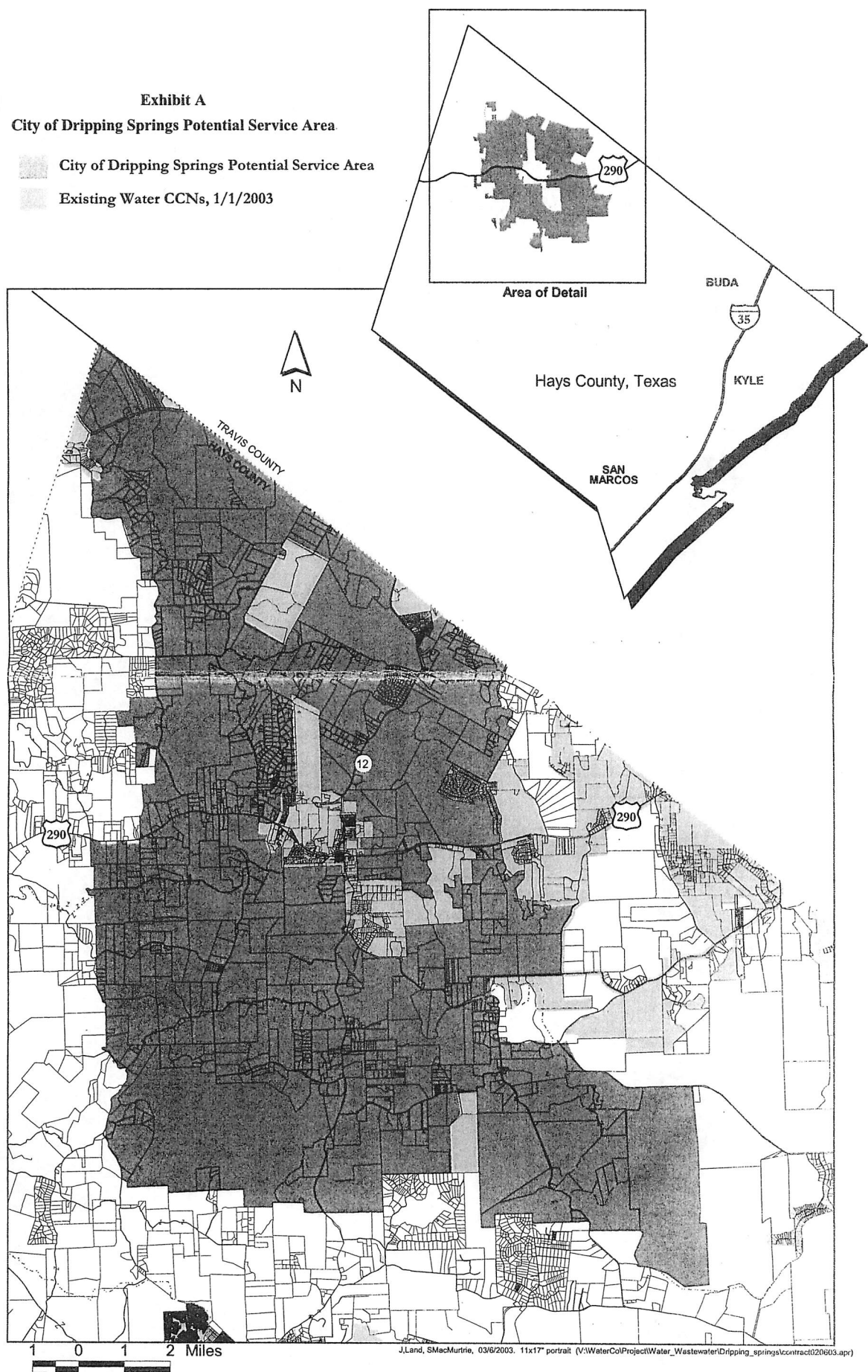
ATTEST:
[Signature]
City Secretary

EXHIBIT "A"

CITY OF DRIPPING SPRINGS SERVICE AREA

Exhibit A
City of Dripping Springs Potential Service Area

- City of Dripping Springs Potential Service Area
- Existing Water CCNs, 1/1/2003

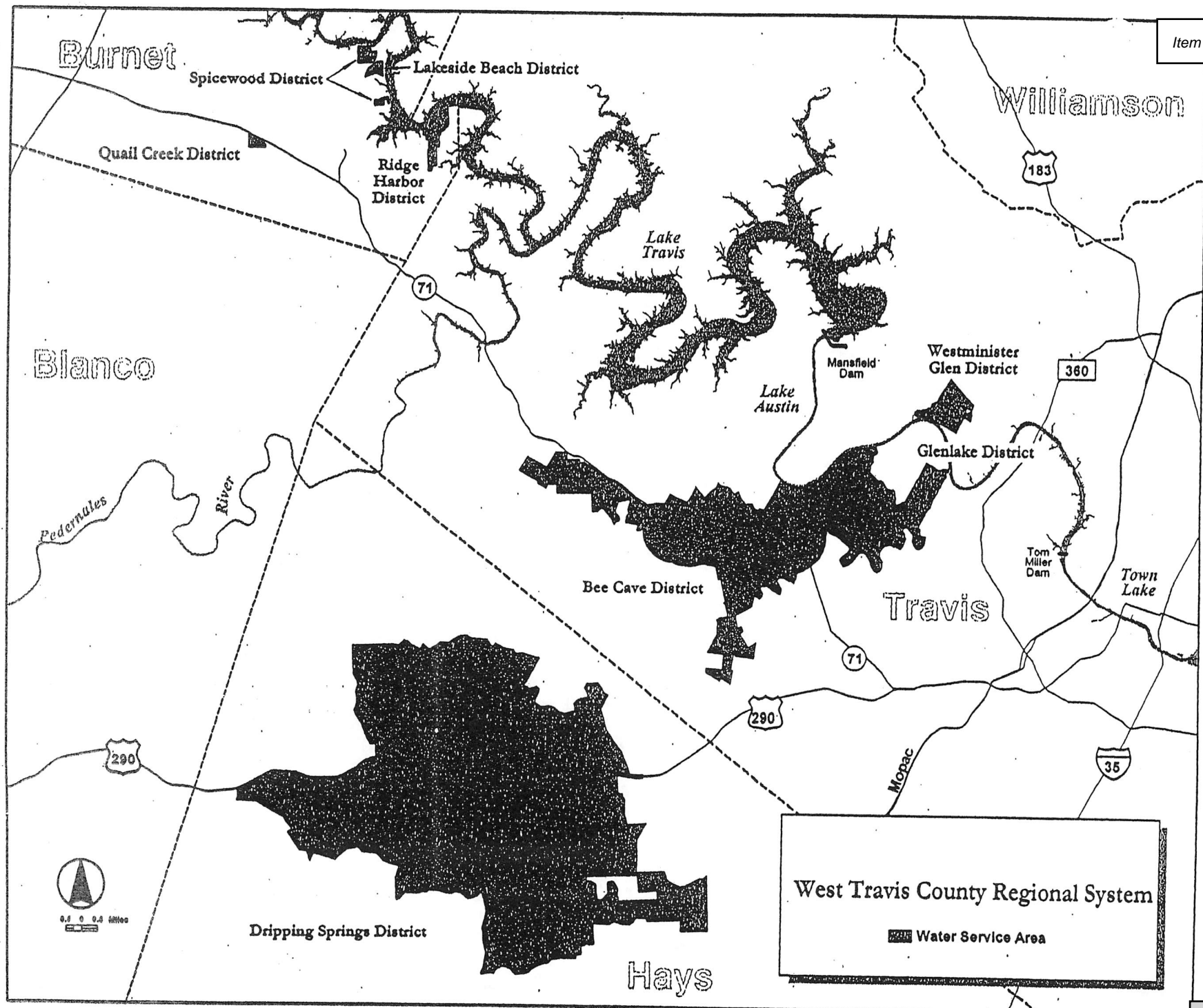


J:Land, S:MacMurtre, 03/6/2003. 11x17" portrait (V:\Water\ColProject\Water_Wastewater\Dripping_springs\contract020603.apr)

EXHIBIT "B"

LCRA SERVICE AREA

EXHIBIT B



West Travis County Regional System

Water Service Area

EXHIBIT “C”**CONSERVATION MEASURES**

- Water waste prohibition. Applicant must enact and enforce ordinances to prohibit wasteful activities, some of which include gutter flooding, watering between the hours of 10:00 a.m. and 8:00 p.m., single pass cooling systems in new connections, non-recirculating systems in new conveyer car washes.
- Additional public information programs. Activities should include, but are not limited to: providing speakers, using paid and public service announcements, providing trend information on bills, and providing informational pamphlets, flyers and manuals.
- School education programs. This includes classroom presentations, instructional assistance and distribution of educational materials.
- Large landscape conservation programs and incentives. Customer could identify accounts with dedicated irrigation meters and conduct irrigation audits or assign evapotranspiration (ET)-based water use budgets. Other possibilities include ordinances, training, financial incentives, rebates and other educational activities.
- Small landscape conservation programs and incentives. Conduct irrigation audits, rebates, financial incentives, training or other educational activities.
- Conservation coordinator staff. Designate at least one person who will be responsible for preparation and implementation of the conservation plan.
- Conservation programs for industrial, commercial, and institutional accounts. Identify and rank ICI customers according to water usage and offer water use surveys and customer incentives.
- Water survey programs for single and multi-family residential customers.
- Residential plumbing retrofit programs. Identify homes built before 1992 and develop a plan to distribute or install low-flow plumbing devices as needed.
- High-efficiency washing machine rebate programs.
- Residential ultra-low flush toilet replacement programs.