



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, March 19, 2024, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Andrea Cunningham

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Planning Director Tory Carpenter

Parks & Community Services Director Andy Binz

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

PROCLAMATIONS & PRESENTATIONS

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

- 1. Presentation of the National Society of the Daughters of the American Revolution Conservation Committee's Conservation Award to the City of Dripping Springs.** *Presenter: Gigi Sanchez, Regent, Sarah Pound Chapter*

CONSENT AGENDA

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

- 2. Approval of an Amendment to a Drainage Easement for Heritage Phase 2.** *Applicant: Adam Davis, Kimley Horn*
- 3. Acceptance of real property located on Mercer Street dedicated by Hays County to the City of Dripping Springs.** *Sponsor: Mayor Pro Tem Taline Manassian*
- 4. Approval of form and amount of City Treasurer's public official bond.** *Sponsor: Mayor Bill Foulds, Jr.*
- 5. Approval of the January 2024 Treasurer's Report.**

BUSINESS AGENDA

- 6. Applicant introductory presentation and possible Council Member appointment to the Development Agreement Working Group for the ATX RR12 Planned Development District request located at 26700 Ranch Road 12.** *Applicant: Joe Grasso, PE Doucet*
- 7. Discuss and consider acceptance of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 18.1 acres in the Extraterritorial Jurisdiction located at 26160 Ranch Road 12.** *Applicant: Jon Thompson*
- 8. Public hearing and consideration of approval of an Ordinance amending the Fee Schedule as it relates to Site Development Permits in the Extraterritorial Jurisdiction.** *Sponsor: Mayor Bill Foulds, Jr.*
 - Staff Report
 - Public Hearing
 - Ordinance
- 9. Discuss and consider approval of an Amended and Restated Water Agreement with the West Travis County Public Utility Agency** *Sponsor: Mayor Bill Foulds*
- 10. Discuss and consider a Wastewater Service and Impact Fee Agreement with 215 Old Fitzhugh Limited Partnership** *Sponsor: Mayor Bill Foulds, Jr.*

- 11.** Discuss and consider approval of the bid from Southwest Monument & Sign and the authorization for the City Administrator to execute an agreement for the construction and installment of the Park System Signage Phase 2 signs. *Sponsor: Council Member Wade King*
- 12.** Discuss and consider approval of a Declaration of Disaster related to the April 8, 2024 Total Solar Eclipse. *Sponsor: Mayor Bill Foulds, Jr.*
- 13.** Public hearing, discussion, and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance

REPORTS

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

14. Planning Department Report

CLOSED SESSION

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

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

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

April 2, 2024, at 6:00 p.m. (CC & BOA)

April 16, 2024, at 6:00 p.m. (CC)

May 7, 2024, at 6:00 p.m. (CC & BOA)

May 21, 2024, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

March 20, 2024, Parks & Recreation Commission at 6:00 p.m.
March 21, 2024, Farmers Market Committee at 10:00 a.m.
March 21, 2024, Emergency Management Committee at 12:00 p.m.
March 21, 2024, Utility Commission at 4:00 p.m.
March 25, 2024, Transportation Committee at 3:30 p.m.
March 25, 2024, Founders Day Commission at 6:30 p.m.
March 26, 2024, Planning & Zoning Commission at 6:00 p.m.
March 27, 2024, Economic Development Committee at 4:00 p.m.
April 4, 2024, Historic Preservation Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **March 15, 2024, at 4:45 p.m.***

Cathy Gieselman, Deputy 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.

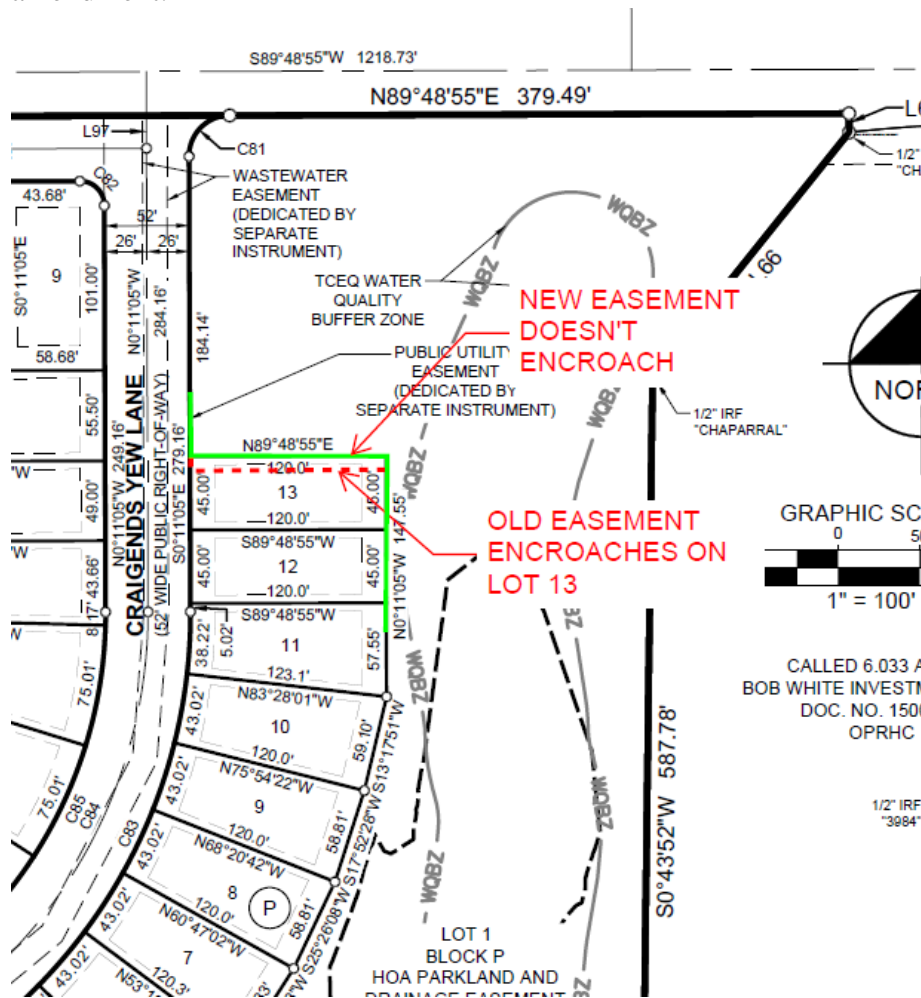


To: Mayor Bill Foulds Jr. & City Council
 From: Tory Carpenter, AICP – Planning Director
 Date: March 19, 2024
 RE: Heritage Subdivision Drainage Easement Amendment

I. Overview

The applicant is requesting an amendment to the area of a City Storm Sewer and Drainage Easement for Heritage, Phase 2. The easement currently encroaches into a single-family lot.

This amendment was reviewed by the City Engineer and staff recommends approval of the change. The image below shows the existing easement encroachment versus the proposed amendment.



AMENDMENT TO STORM SEWER AND DRAINAGE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

By Storm Sewer and Drainage Easement dated September 8, 2022, recorded under Document No. 22045719, Official Public Records of Hays County, Texas (the “**Original Easement**”), M/I HOMES OF AUSTIN, LLC, an Ohio limited liability company (“**M/I**”) and TRI POINTE HOMES TEXAS, INC., a Texas corporation (“**TPH**” and, together with M/I, the “**Grantor**”), granted to the CITY OF DRIPPING SPRINGS, TEXAS (“**Grantee**”), certain easements in, upon, over, under, through, and across certain property owned by Grantor and more particularly described in the Original Easement. Grantor now desires to amend the Original Easement, as provided herein. Therefore, for full and valuable consideration, the receipt and sufficient of which are hereby acknowledged, Grantor agrees as follows:

1. Amendment to Easement Area. Exhibit A to the Original Easement is deleted and replaced with Exhibit “A” to this Amendment to Storm Sewer and Drainage Easement (this “**Amendment**”). For the avoidance of doubt, the Original Easement is hereby terminated and released in its entirety as to all areas of the Easement Area not included in Exhibit “A” to this Amendment.
2. Amendment to Name of M/I. All references to M/I in the Original Easement are hereby amended to read as follows: “M/I Homes of Austin, LLC, an Ohio limited liability company”.
3. Effect of Amendment. Except as provided by this Amendment, the terms and provisions of the Original Easement will continue to govern the rights and obligations of the parties, and all provisions and covenants of the Original Easement, as amended by this Amendment, will remain in full force and effect. In the event of any inconsistency between the Original Easement and this Amendment, this Amendment will control and modify the terms and provisions of the Original Easement.
4. Execution. This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Amendment: (a) the signature pages from separate, individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Amendment will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same instrument.

EXECUTED to be effective as of February _____, 2024.

[signature pages follow]

GRANTOR:

M/I HOMES OF AUSTIN, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of February, 2024, by _____, _____ of M/I HOMES OF AUSTIN, LLC, an Ohio limited liability company, on behalf of said entity.

(SEAL)

Notary Public Signature

GRANTOR:

TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of February, 2024, by
_____, _____ of TRI POINTE HOMES
TEXAS, INC., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public Signature

ACCEPTED AND ACKNOWLEDGED
BY GRANTEE:

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of City of Dripping Springs, Texas, on behalf of the city.

(SEAL)

Notary Public Signature

EXHIBIT "A"

A METES AND BOUNDS
DESCRIPTION OF A
DRAINAGE EASEMENT
36.108 ACRE TRACT OF LAND

BEING a 36.108 acre (1,572,873 square feet) tract of land situated in the Philip Smith Survey, Abstract No. 415, City of Dripping Springs, Hays County, Texas; and being portion of that certain 188.130 acre tract described in instrument to M/I Homes of Austin, LLC. and TRI Pointe Homes Texas, Inc. recorded in Document No. 21023136 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod (with plastic cap stamped "CHAPARRAL") found marking a point along the southerly boundary line of Roger Hanks Parkway (variable width public width right-of-way) of the Heritage Dripping Springs - Phase 1, plat of which is recorded in Document No. 22033539 of the Official Public Records of Hays County, and marking the northwest corner of that certain 6.033 acre tract described in instrument to Bob White Investments, L.P., recorded in Document No. 15003085 of the Official Public Records of Hays County;

THENCE, along the westerly boundary line of said 6.033 acre tract and easterly boundary line of said 188.130 acre tract the following two (2) courses and distances:

1. South 38°42'44" West, 192.59 feet to a 1/2-inch iron rod (with plastic cap stamped "CHAPARRAL") found marking a point for corner;
2. South 00°43'52" West, 587.78 feet to a 1/2-inch iron rod found marking the southwest corner of said 6.033 acre tract, and marking the northwest corner of that certain 0.883 acre tract described in instrument to Bob White Investments, L.P., recorded in Document No. 15003085 of the Official Public Records of Hays County;

THENCE, South 00°43'09" West, 128.99 feet to a 1/2-inch iron rod found along the easterly line of said 188.130 acre tract, marking the southwest corner of said 0.883 acre tract;

THENCE, North 87°20'02" East, 61.67 feet to a 1/2-inch iron rod found along the easterly line of said 188.130 acre tract, and a point along the southerly boundary line of said 0.883 acre tract, marking the northwest corner of that certain 2.60 acre tract described in instrument to Ramiro Cordova Garza recorded in Document No. 11030500 of the Official Public Records of Hays County;

THENCE, South 15°43'02" West, 521.42 feet to a 1/2-inch iron rod found along the easterly line of said 188.130 acre tract, marking the southwest corner of said 0.260 acre tract, and marking the northwest corner of Lot 1 of the Old Town Cottage Subdivision, plat of which is recorded in Document No. 17003745 of the Official Public Records of Hays County;

THENCE, South 15°33'22" West, 499.51 feet to a 2-inch iron pipe found along the easterly line of said 188.130 acre tract, marking the southwest corner of said Lot 1, and marking a point along the northerly boundary of that certain Second Tract - 2.07 acre tract described in instrument to Charlie N. Haydon recorded in Volume 178, Page 571 of the Deed Records of Hays County;

THENCE, along the easterly boundary line of said 188.130 acre tract, and the northerly and westerly boundary of said 2.07 acre tract, the following two (2) courses and distances:

1. North 89°32'38" West, 183.86 feet to a 1/2-inch iron rod found marking the northwest corner of said 2.07 acre tract;
2. South 09°06'29" West, 215.70 feet to a found nail in a 18" live oak tree for corner, marking the southwest corner of said 2.07 acre tract, and marking a point along the northerly boundary line of that certain Tract 1 - 6.38 acre tract described in instrument to Los Olivos Village, LLC recorded in Document No. 19024931 of the Official Public Records of Hays County;

(CONTINUED ON PAGE 2)

EXHIBIT OF A
36.108 ACRE
DRAINAGE EASEMENT
 PHILIP SMITH SURVEY, ABSTRACT NO. 415
 CITY OF DRIPPING SPRINGS,
 HAYS COUNTY, TEXAS

SEE PAGE 4 OF 6 FOR
 SURVEYOR'S
 SIGNATURE AND SEAL

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	JGM	1/25/2024	087783118	1 OF 6

GONZALEZ, DAVID 1/25/2024 11:33 AM K:\SNA_SURVEY\HERITAGE DRIPPING SPRINGS\067783118-HERITAGE DRIPPING SPRINGS\DWG\EASEMENTS\DRAINAGE EASEMENT (36.108).DWG

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THENCE, along the easterly boundary line of said 188.130 acre tract, and the northerly and westerly boundary of said 6.38 acre tract, the following two (2) courses and distances:
 1. South 89°58'04" West, 53.55 feet to a found nail in concrete marking the northwest corner of said 6.38 acre tract;
 2. South 13°58'01" West, 743.74 feet to a 1/2-inch iron rod (with a busted cap) found, marking the southeast corner of said 188.130 acre tract, and marking a point along the northerly boundary line of that certain 3.61 acre tract described in instrument to Richard T. Garza recorded in Volume 269, Page 226 of the Deed Records of Hays County;

THENCE, South 88°00'49" West, 10.90 feet to a point along the southerly boundary line of said 188.130 acre tract, and the northerly boundary line of said 3.61 acre tract;

THENCE, departing the northerly boundary line of said 3.61 acre tract and crossing said 188.130 acre tract the following thirty-five (35) courses and distances:

1. North 00°25'15" West, 215.25 feet to a point of curvature;
2. in a northerly direction along a tangent curve to the left, having a radius of 526.00 feet, a chord of North 08°51'21" West, 154.32 feet, a central angle of 16°52'12", and an arc length of 154.88 feet to a point of tangency;
3. North 17°17'27" West, 85.70 feet to a point of curvature;
4. in a northerly direction along a tangent curve to the right, having a radius of 474.00 feet, a chord of North 07°40'51" West, 158.26 feet, a central angle of 19°13'12", and an arc length of 159.00 feet to a point of tangency;
5. North 01°55'45" East, 592.22 feet to a point of curvature;
6. in a northwesterly direction along a tangent curve to the left, having a radius of 226.00 feet, a chord of North 48°25'03" West, 348.00 feet, a central angle of 100°41'37", and an arc length of 397.18 feet to a point of tangency;
7. South 81°14'08" West, 34.65 feet to a point of curvature;
8. in a northwesterly direction along a tangent curve to the right, having a radius of 15.00 feet, a chord of North 54°08'51" West, 21.07 feet, a central angle of 89°14'02", and an arc length of 23.36 feet to a point of reverse curvature;
9. in a northwesterly direction along a reverse tangent curve to the left, having a radius of 776.00 feet, a chord North 21°34'41" West, 323.94 feet, a central angle of 24°05'42", and an arc length of 326.34 feet to a point of tangency;
10. North 33°37'32" West, 243.57 feet to a point of curvature;
11. in a northwesterly direction along a tangent curve to the right, having a radius of 724.00 feet, a chord of North 24°21'11" West, 233.31 feet, a central angle of 18°32'41", and an arc length of 234.33 feet to a point of tangency;
12. North 15°04'51" West, 124.17 feet to a point of curvature;
13. in a northeasterly direction along a tangent curve to the right, having a radius of 25.00 feet, a chord of North 27°45'44" East, 34.00 feet, a central angle of 85°41'10", and an arc length of 37.39 feet to a point of reverse curvature;
14. in a northeasterly direction along a reverse tangent curve to the left, having a radius of 653.00 feet, a chord North 62°14'37" East, 189.92 feet, a central angle of 16°43'24", and an arc length of 190.59 feet to a point of reverse curvature;
15. in a easterly direction along a reverse tangent curve to the right, having a radius of 25.00 feet, a chord South 82°51'49" East, 34.26 feet, a central angle of 86°30'33", and an arc length of 37.75 feet to a point of tangency;
16. South 39°36'32" East, 209.96 feet to a point of curvature;
17. in a southerly direction along a tangent curve to the right, having a radius of 15.00 feet, a chord of South 13°28'26" East, 13.21 feet, a central angle of 52°16'12", and an arc length of 13.68 feet to a point of reverse curvature;

(CONTINUED ON PAGE 3)

**EXHIBIT OF A
36.108 ACRE
DRAINAGE EASEMENT
PHILIP SMITH SURVEY, ABSTRACT NO. 415
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS**

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REGISTERED PROFESSIONAL
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<u>Scale</u>	<u>Drawn by</u>
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<u>Project No.</u>	<u>Sheet No.</u>
067783118	2 OF 6

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**A METES AND BOUNDS
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36.108 ACRE TRACT OF LAND**

- 18. in a easterly direction along a reverse tangent curve to the left, having a radius of 52.00 feet, a chord South 84°36'32" East, 103.16 feet, a central angle of 194°32'24", and an arc length of 176.56 feet to a point of reverse curvature;
- 19. in a northeasterly direction along a reverse tangent curve to the right, having a radius of 15.00 feet, a chord North 24°15'22" East, 13.21 feet, a central angle of 52°16'12", and an arc length of 13.68 feet to a point of tangency;
- 20. North 50°23'28" East, 218.97 feet to a point of curvature;
- 21. in a easterly direction along a tangent curve to the right, having a radius of 15.00 feet, a chord of South 84°36'32" East, 21.21 feet, a central angle of 90°00'00", and an arc length of 23.56 feet to a point of tangency;
- 22. South 39°36'32" East, 251.82 feet to a point of curvature;
- 23. in a southerly direction along a tangent curve to the right, having a radius of 15.00 feet, a chord of South 13°28'26" East, 13.21 feet, a central angle of 52°16'12", and an arc length of 13.68 feet to a point of reverse curvature;
- 24. in a easterly direction along a reverse tangent curve to the left, having a radius of 52.00 feet, a chord South 84°36'32" East, 103.16 feet, a central angle of 194°32'24", and an arc length of 176.56 feet to a point of reverse curvature;
- 25. in a northerly direction along a reverse tangent curve to the right, having a radius of 15.00 feet, a chord North 08°57'48" East, 5.64 feet, a central angle of 21°41'05", and an arc length of 5.68 feet to a point for corner;
- 26. South 39°36'32" East, 117.91 feet to a point for corner;
- 27. North 50°23'28" East, 190.61 feet to a point for corner;
- 28. North 38°18'13" East, 58.21 feet to a point for corner;
- 29. North 38°35'54" East, 58.62 feet to a point for corner;
- 30. North 24°16'21" East, 58.64 feet to a point for corner;
- 31. North 14°27'25" East, 116.75 feet to a point for corner;
- 32. North 00°11'05" West, 152.32 feet to a point for corner;
- 33. South 89°48'55" West, 120.00 feet to a point for corner;
- 34. North 00°11'05" West, 184.14 feet to a point of curvature;
- 35. in a northeasterly direction along a tangent curve to the right, having a radius of 25.00 feet, a chord of North 44°48'55" East, 35.36 feet, a central angle of 90°00'00", and an arc length of 39.27 feet to a point of tangency, marking a point along the southerly right-of-way line of aforesaid Roger Hanks Parkway;

THENCE, along the southerly right-of-way line of said Roger Hanks Parkway, the following two (2) courses and distances:

- 1. North 89°48'55" East, 379.49 feet to a point for corner;
- 2. South 00°11'05" East, 11.61 feet to the **POINT OF BEGINNING** and containing 36.108 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the GRID and shown in U.S. Survey Feet. This description was generated on 1/25/2024 at 10:45 AM, based on geometry in the drawing file K:\SNA_Survey\HERITAGE DRIPPING SPRINGS\067783118-HERITAGE DRIPPING SPRINGS\Dwg\Easements\Drainage Easement (36.244).dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

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PHILIP SMITH SURVEY, ABSTRACT NO. 415
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS**

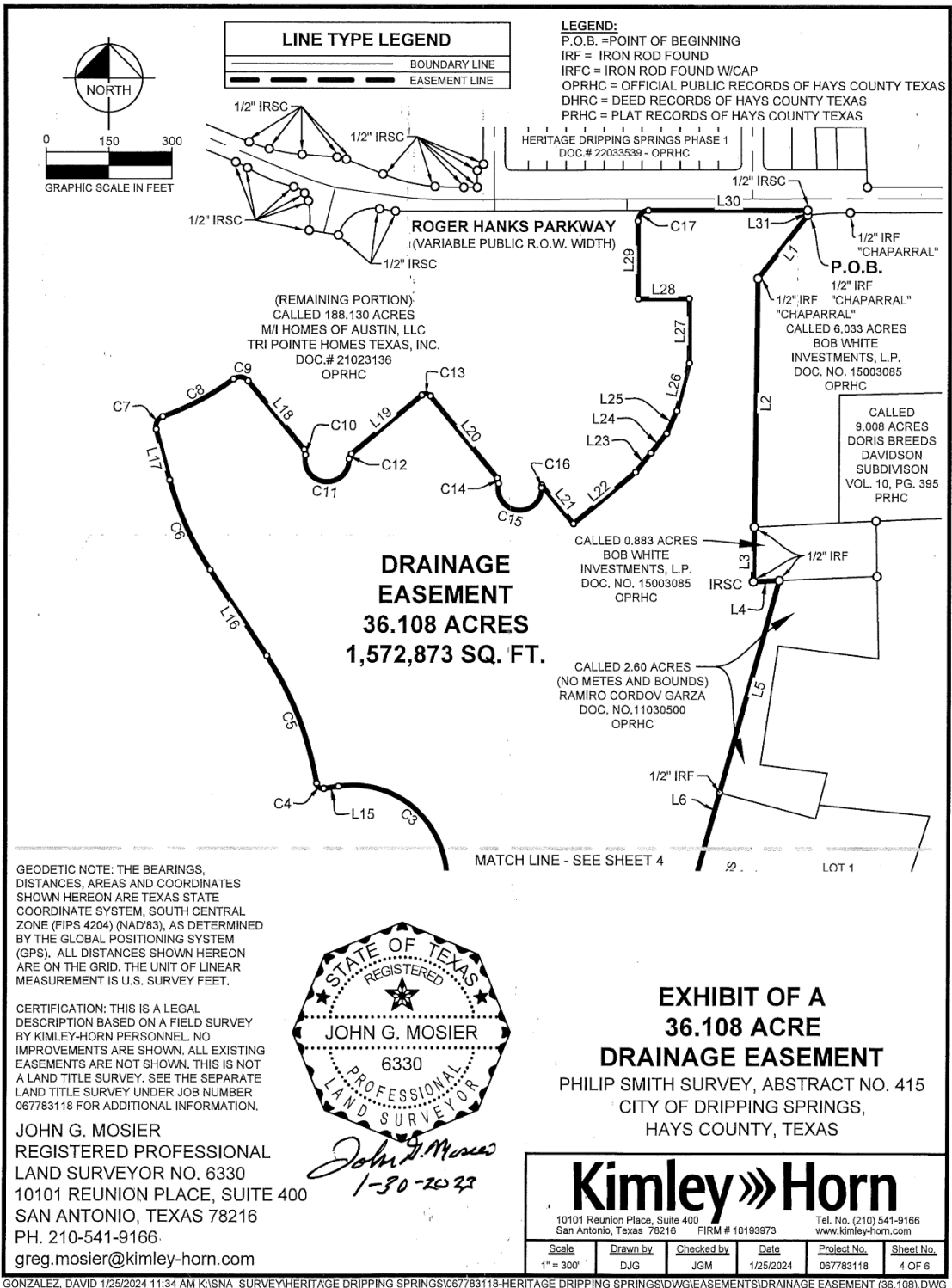
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LINE TABLE			LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S38°42'44"W	192.59'	L17	N15°04'51"W	124.17'	C1	16°52'12"	526.00'	154.88'	N08°51'21"W	154.32'
L2	S00°43'52"W	587.78'	L18	S39°36'32"E	209.96'	C2	19°13'12"	474.00'	159.00'	N07°40'51"W	158.26'
L3	S00°43'09"W	128.99'	L19	N50°23'28"E	218.97'	C3	100°41'37"	226.00'	397.18'	N48°25'03"W	348.00'
L4	N87°20'02"E	61.67'	L20	S39°36'32"E	251.82'	C4	89°14'02"	15.00'	23.36'	N54°08'51"W	21.07'
L5	S15°43'02"W	521.41'	L21	S39°36'32"E	117.91'	C5	24°05'42"	776.00'	326.34'	N21°34'41"W	323.94'
L6	S15°33'22"W	499.51'	L22	N50°23'28"E	190.61'	C6	18°32'41"	724.00'	234.33'	N24°21'11"W	233.31'
L7	N89°32'38"W	183.86'	L23	N38°18'13"E	58.21'	C7	85°41'10"	25.00'	37.39'	N27°45'44"E	34.00'
L8	S09°06'29"W	215.70'	L24	N38°35'54"E	58.62'	C8	16°43'24"	653.00'	190.59'	N62°14'37"E	189.92'
L9	S89°58'04"W	53.55'	L25	N24°16'21"E	58.64'	C9	86°30'33"	25.00'	37.75'	S82°51'49"E	34.26'
L10	S13°58'01"W	743.74'	L26	N14°27'25"E	116.75'	C10	52°16'12"	15.00'	13.68'	S13°28'26"E	13.21'
L11	S88°00'49"W	10.90'	L27	N00°11'05"W	152.32'	C11	194°32'24"	52.00'	176.56'	S84°36'32"E	103.16'
L12	N00°25'15"W	215.25'	L28	S89°48'55"W	120.00'	C12	52°16'12"	15.00'	13.68'	N24°15'22"E	13.21'
L13	N17°17'27"W	85.70'	L29	N00°11'05"W	184.14'	C13	90°00'00"	15.00'	23.56'	S84°36'32"E	21.21'
L14	N01°55'45"E	592.22'	L30	N89°48'55"E	379.49'	C14	52°16'12"	15.00'	13.68'	S13°28'26"E	13.21'
L15	S81°14'08"W	34.65'	L31	S00°11'05"E	11.61'	C15	194°32'24"	52.00'	176.56'	S84°36'32"E	103.16'
L16	N33°37'32"W	243.57'				C16	21°41'05"	15.00'	5.68'	N08°57'48"E	5.64'
						C17	90°00'00"	25.00'	39.27'	N44°48'55"E	35.36'

**EXHIBIT OF A
36.108 ACRE
DRAINAGE EASEMENT**
PHILIP SMITH SURVEY, ABSTRACT NO. 415
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

JOHN G. MOSIER
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	JGM	1/25/2024	067783118	6 OF 6

GONZALEZ, DAVID 1/25/2024 11:34 AM K15NA_SURVEY\HERITAGE DRIPPING SPRINGS\067783118-HERITAGE DRIPPING SPRINGS\DWG\EASEMENTS\DRAINAGE EASEMENT (36.108).DWG

The perpetual easement, right-of-way, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the Easement Area, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards and maintenance by Grantor to protect the integrity of the utilities and Facilities thereon.

Grantor further grants to Grantee:

- (a) the right, but not the duty, to install additional Facilities in the Easement Area;
- (b) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantor's property which is isolated from the Easement Area by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the right of the Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantor's property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said fence, barricade, or other structure is inconsistent with the rights conveyed to Grantee herein;
- (c) the right, but not the duty, from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the Easement Area which now or hereafter in the opinion of Grantee may be a hazard to any pipeline, valves, appliances, fittings, or other Facilities or improvements by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;
- (d) the right to mark the location of the Easement Area by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement Area; and
- (e) The Grantor shall retain the duty to maintain the easement area pursuant to state law and local ordinance as well as any approved city permit.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area; and
- (b) Grantee shall promptly backfill any trench made by it on the Easement Area and repair any damage it shall do to Grantors private roads or lanes on the lands due to its work, if any, in or around the Easement Area.

It is understood and agreed that any and all equipment and Facilities placed upon the Easement Area by Grantee shall remain the property of Grantee. And improvements placed in the Easement Area by Grantor shall remain the property of Grantor.

Grantor hereby dedicates the easement as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said Easement Area, or any part thereof, for the purpose of constructing or maintaining said utilities and Facilities and for making connections therewith, and Grantor does hereby bind itself, it's successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 8th day of the month of SEPTEMBER, 2022

Item 2.

GRANTOR:

By: [Signature]
Name: WILLIAM G. PECKMAN
Title: AREA PRESIDENT
Company: MI HOMES OF AUSTIN, LLC

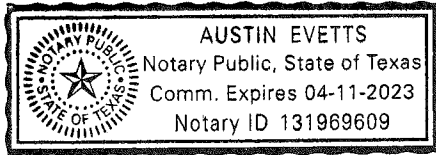
**STATE OF TEXAS
COUNTY OF HAYS**

§
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared WILLIAM G. PECKMAN, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of SEPTEMBER 2022.

[Seal]



[Signature]
Notary Public-State of Texas

GRANTOR:

By: [Signature]
Name: John Stanley
§ Title: VP of Land Acquisition
§ Company: Tri Pointe Homes of Texas, Inc

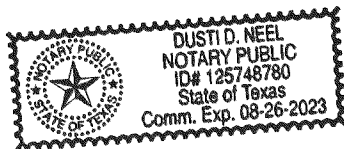
**STATE OF TEXAS
COUNTY OF HAYS**

§
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John Stanley, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15 day of September 2022.

[Seal]



[Signature]
Notary Public-State of Texas

EXHIBIT “A”

Item 2.

**A METES AND BOUNDS
DESCRIPTION OF A
DRAINAGE EASEMENT
36.244 ACRE TRACT OF LAND**

BEING a 36.244 acre (1,578,776 square feet) tract of land situated in the Philip Smith Survey, Abstract No. 415, City of Dripping Springs, Hays County, Texas; and being portion of that certain 188.130 acre tract described in instrument to M/I Homes of Austin, LLC. and TRI Pointe Homes Texas, Inc. recorded in Document No. 21023136 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod (with plastic cap stamped "CHAPARRAL") found marking a point along the southerly boundary line of Roger Hanks Parkway (variable width public width right-of-way) of the Heritage Dripping Springs - Phase 1, plat of which is recorded in Document No. 22033539 of the Official Public Records of Hays County, and marking the northwest corner of that certain 6.033 acre tract described in instrument to Bob White Investments, L.P., recorded in Document No. 15003085 of the Official Public Records of Hays County;

THENCE, along the westerly boundary line of said 6.033 acre tract and easterly boundary line of said 188.130 acre tract the following two (2) courses and distances:

1. South 38°42'44" West, 192.59 feet to a 1/2-inch iron rod (with plastic cap stamped "CHAPARRAL") found marking a point for corner;
2. South 00°43'52" West, 587.78 feet to a 1/2-inch iron rod found marking the southwest corner of said 6.033 acre tract, and marking the northwest corner of that certain 0.883 acre tract described in instrument to Bob White Investments, L.P., recorded in Document No. 15003085 of the Official Public Records of Hays County;

THENCE, South 00°43'09" West, 128.99 feet to a 1/2-inch iron rod found along the easterly line of said 188.130 acre tract, marking the southwest corner of said 0.883 acre tract;

THENCE, North 87°20'02" East, 61.67 feet to a 1/2-inch iron rod found along the easterly line of said 188.130 acre tract, and a point along the southerly boundary line of said 0.883 acre tract, marking the northwest corner of that certain 2.60 acre tract described in instrument to Ramiro Cordova Garza recorded in Document No. 11030500 of the Official Public Records of Hays County;

THENCE, South 15°43'02" West, 521.42 feet to a 1/2-inch iron rod found along the easterly line of said 188.130 acre tract, marking the southwest corner of said 0.260 acre tract, and marking the northwest corner of Lot 1 of the Old Town Cottage Subdivision, plat of which is recorded in Document No. 17003745 of the Official Public Records of Hays County;

THENCE, South 15°33'22" West, 499.51 feet to a 2-inch iron pipe found along the easterly line of said 188.130 acre tract, marking the southwest corner of said Lot 1, and marking a point along the northerly boundary of that certain Second Tract - 2.07 acre tract described in instrument to Charlie N. Haydon recorded in Volume 178, Page 571 of the Deed Records of Hays County;

THENCE, along the easterly boundary line of said 188.130 acre tract, and the northerly and westerly boundary of said 2.07 acre tract, the following two (2) courses and distances:

1. North 89°32'38" West, 183.86 feet to a 1/2-inch iron rod found marking the northwest corner of said 2.07 acre tract;
2. South 09°06'29" West, 215.70 feet to a found nail in a 18" live oak tree for corner, marking the southwest corner of said 2.07 acre tract, and marking a point along the northerly boundary line of that certain Tract 1 - 6.38 acre tract described in instrument to Los Olivos Village, LLC recorded in Document No. 19024931 of the Official Public Records of Hays County;

(CONTINUED ON PAGE 2)



John G. Mosier
7-29-22

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**EXHIBIT OF A
36.244 ACRE
DRAINAGE EASEMENT**
PHILIP SMITH SURVEY, ABSTRACT NO. 415
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

Kimley»Horn					
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FIRM # 10193973					
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	SAL	JGM	7/29/2022	067783118	1 OF 6

Item 2.

**A METES AND BOUNDS
DESCRIPTION OF A
DRAINAGE EASEMENT
36.244 ACRE TRACT OF LAND**

THENCE, along the easterly boundary line of said 188.130 acre tract, and the northerly and westerly boundary of said 6.38 acre tract, the following two (2) courses and distances:

1. South 89°58'04" West, 53.55 feet to a found nail in concrete marking the northwest corner of said 6.38 acre tract;
2. South 13°58'01" West, 743.74 feet to a 1/2-inch iron rod (with a busted cap) found, marking the southeast corner of said 188.130 acre tract, and marking a point along the northerly boundary line of that certain 3.61 acre tract described in instrument to Richard T. Garza recorded in Volume 269, Page 226 of the Deed Records of Hays County;

THENCE, South 88°00'49" West, 10.90 feet to a point along the southerly boundary line of said 188.130 acre tract, and the northerly boundary line of said 3.61 acre tract;

THENCE, departing the northerly boundary line of said 3.61 acre tract and crossing said 188.130 acre tract the following thirty-five (35) courses and distances:

1. North 00°25'15" West, 215.25 feet to a point of curvature;
2. in a northerly direction along a tangent curve to the left, having a radius of 526.00 feet, a chord of North 08°51'21" West, 154.32 feet, a central angle of 16°52'12", and an arc length of 154.88 feet to a point of tangency;
3. North 17°17'27" West, 85.70 feet to a point of curvature;
4. in a northerly direction along a tangent curve to the right, having a radius of 474.00 feet, a chord of North 07°40'51" West, 158.26 feet, a central angle of 19°13'12", and an arc length of 159.00 feet to a point of tangency;
5. North 01°55'45" East, 592.22 feet to a point of curvature;
6. in a northwesterly direction along a tangent curve to the left, having a radius of 226.00 feet, a chord of North 48°25'03" West, 348.00 feet, a central angle of 100°41'37", and an arc length of 397.18 feet to a point of tangency;
7. South 81°14'08" West, 34.65 feet to a point of curvature;
8. in a northwesterly direction along a tangent curve to the right, having a radius of 15.00 feet, a chord of North 54°08'51" West, 21.07 feet, a central angle of 89°14'02", and an arc length of 23.36 feet to a point of reverse curvature;
9. in a northwesterly direction along a reverse tangent curve to the left, having a radius of 776.00 feet, a chord North 21°34'41" West, 323.94 feet, a central angle of 24°05'42", and an arc length of 326.34 feet to a point of tangency;
10. North 33°37'32" West, 243.57 feet to a point of curvature;
11. in a northwesterly direction along a tangent curve to the right, having a radius of 724.00 feet, a chord of North 24°21'11" West, 233.31 feet, a central angle of 18°32'41", and an arc length of 234.33 feet to a point of tangency;
12. North 15°04'51" West, 124.17 feet to a point of curvature;
13. in a northeasterly direction along a tangent curve to the right, having a radius of 25.00 feet, a chord of North 27°45'44" East, 34.00 feet, a central angle of 85°41'10", and an arc length of 37.39 feet to a point of reverse curvature;
14. in a northeasterly direction along a reverse tangent curve to the left, having a radius of 653.00 feet, a chord North 62°14'37" East, 189.92 feet, a central angle of 16°43'24", and an arc length of 190.59 feet to a point of reverse curvature;
15. in a easterly direction along a reverse tangent curve to the right, having a radius of 25.00 feet, a chord South 82°51'49" East, 34.26 feet, a central angle of 86°30'33", and an arc length of 37.75 feet to a point of tangency;
16. South 39°36'32" East, 209.96 feet to a point of curvature;
17. in a southerly direction along a tangent curve to the right, having a radius of 15.00 feet, a chord of South 13°28'26" East, 13.21 feet, a central angle of 52°16'12", and an arc length of 13.68 feet to a point of reverse curvature;

(CONTINUED ON PAGE 3)



John G. Mosier
7-29-22

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**EXHIBIT OF A
36.244 ACRE
DRAINAGE EASEMENT**
PHILIP SMITH SURVEY, ABSTRACT NO. 415
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

Kimley»Horn					
10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973			Tel. No. (210) 541-9166 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SAL	JGM	7/29/2022	067783118	2 OF 6

Item 2.

**A METES AND BOUNDS
DESCRIPTION OF A
DRAINAGE EASEMENT
36.244 ACRE TRACT OF LAND**

18. in a easterly direction along a reverse tangent curve to the left, having a radius of 52.00 feet, a chord South 84°36'32" East, 103.16 feet, a central angle of 194°32'24", and an arc length of 176.56 feet to a point of reverse curvature;
19. in a northeasterly direction along a reverse tangent curve to the right, having a radius of 15.00 feet, a chord North 24°15'22" East, 13.21 feet, a central angle of 52°16'12", and an arc length of 13.68 feet to a point of tangency;
20. North 50°23'28" East, 218.97 feet to a point of curvature;
21. in a easterly direction along a tangent curve to the right, having a radius of 15.00 feet, a chord of South 84°36'32" East, 21.21 feet, a central angle of 90°00'00", and an arc length of 23.56 feet to a point of tangency;
22. South 39°36'32" East, 251.82 feet to a point of curvature;
23. in a southerly direction along a tangent curve to the right, having a radius of 15.00 feet, a chord of South 13°28'26" East, 13.21 feet, a central angle of 52°16'12", and an arc length of 13.68 feet to a point of reverse curvature;
24. in a easterly direction along a reverse tangent curve to the left, having a radius of 52.00 feet, a chord South 84°36'32" East, 103.16 feet, a central angle of 194°32'24", and an arc length of 176.56 feet to a point of reverse curvature;
25. in a northerly direction along a reverse tangent curve to the right, having a radius of 15.00 feet, a chord North 08°57'48" East, 5.64 feet, a central angle of 21°41'05", and an arc length of 5.68 feet to a point for corner;
26. South 39°36'32" East, 117.91 feet to a point for corner;
27. North 50°23'28" East, 190.61 feet to a point for corner;
28. North 38°18'13" East, 58.21 feet to a point for corner;
29. North 38°35'54" East, 58.62 feet to a point for corner;
30. North 24°16'21" East, 58.64 feet to a point for corner;
31. North 14°27'25" East, 116.75 feet to a point for corner;
32. North 00°11'05" West, 103.12 feet to a point for corner;
33. South 89°48'55" West, 120.00 feet to a point for corner;
34. North 00°11'05" West, 233.33 feet to a point of curvature;
35. in a northeasterly direction along a tangent curve to the right, having a radius of 25.00 feet, a chord of North 44°48'55" East, 35.36 feet, a central angle of 90°00'00", and an arc length of 39.27 feet to a point of tangency, marking a point along the southerly right-of-way line of aforesaid Roger Hanks Parkway;

THENCE, along the southerly right-of-way line of said Roger Hanks Parkway, the following two (2) courses and distances:

1. North 89°48'55" East, 379.49 feet to a point for corner;
2. South 00°11'05" East, 11.61 feet to the POINT OF BEGINNING and containing 36.244 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the GRID and shown in U.S. Survey Feet. This description was generated on 7/26/2022 at 11:59 AM, based on geometry in the drawing file K:\SNA_Survey\HERITAGE DRIPPING SPRINGS\067783118-HERITAGE DRIPPING SPRINGS\Dwg\Easements\Drainage Easement (36.244).dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

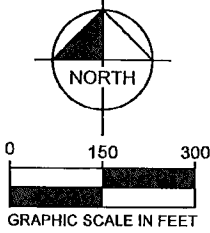


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7-29-22

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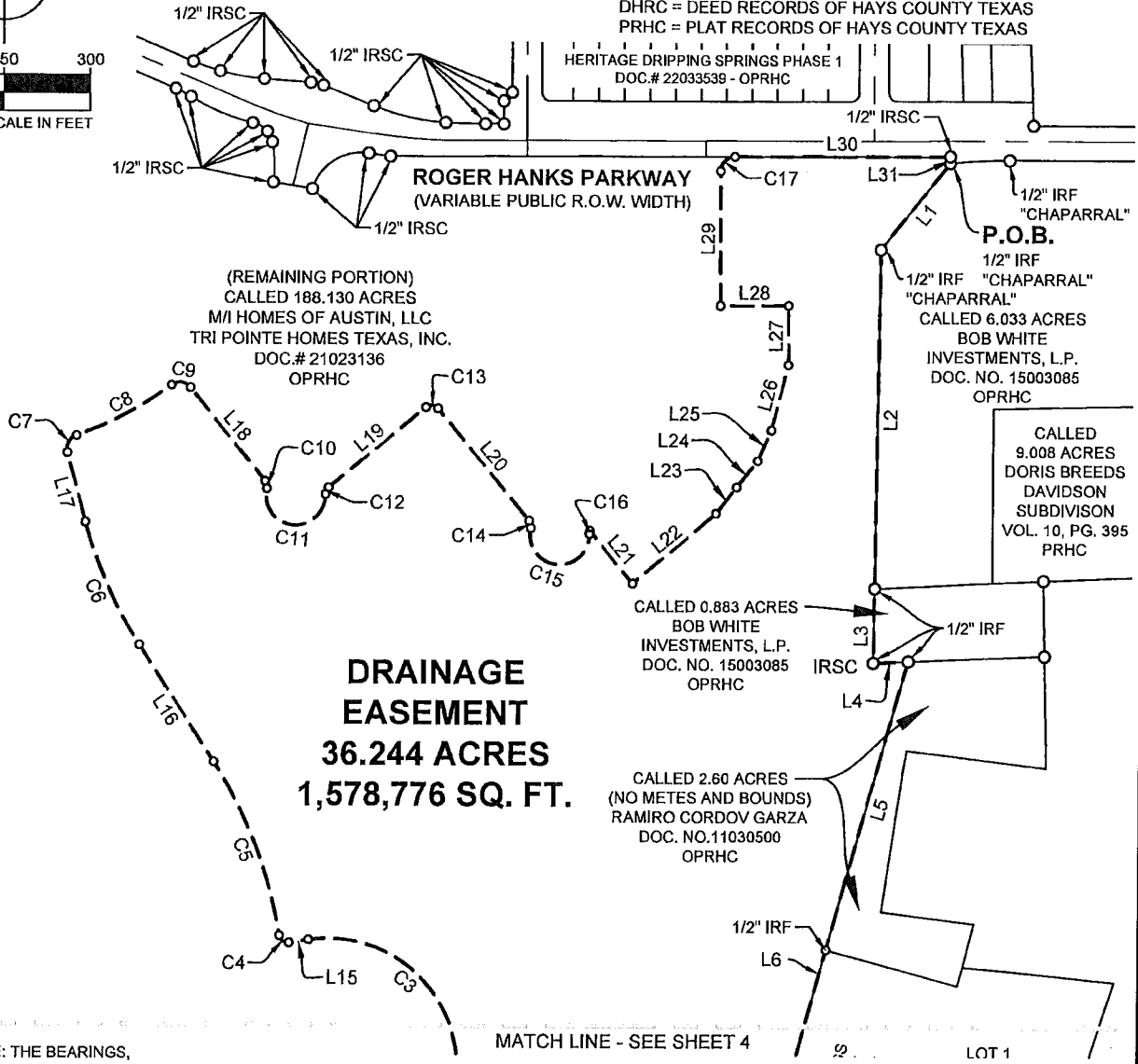
**EXHIBIT OF A
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PHILIP SMITH SURVEY, ABSTRACT NO. 415
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

Kimley»Horn					
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N/A	SAL	JGM	7/29/2022	067783118	3 OF 6



LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE

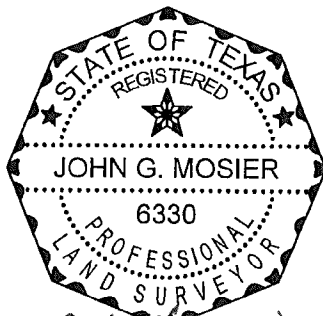
LEGEND:
 P.O.B. = POINT OF BEGINNING
 IRF = IRON ROD FOUND
 IRFC = IRON ROD FOUND W/ CAP
 OPRHC = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS
 DHRC = DEED RECORDS OF HAYS COUNTY TEXAS
 PRHC = PLAT RECORDS OF HAYS COUNTY TEXAS



GEODETIC NOTE: THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS ARE NOT SHOWN. THIS IS NOT A LAND TITLE SURVEY. SEE THE SEPARATE LAND TITLE SURVEY UNDER JOB NUMBER 067783118 FOR ADDITIONAL INFORMATION.

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 7-29-22

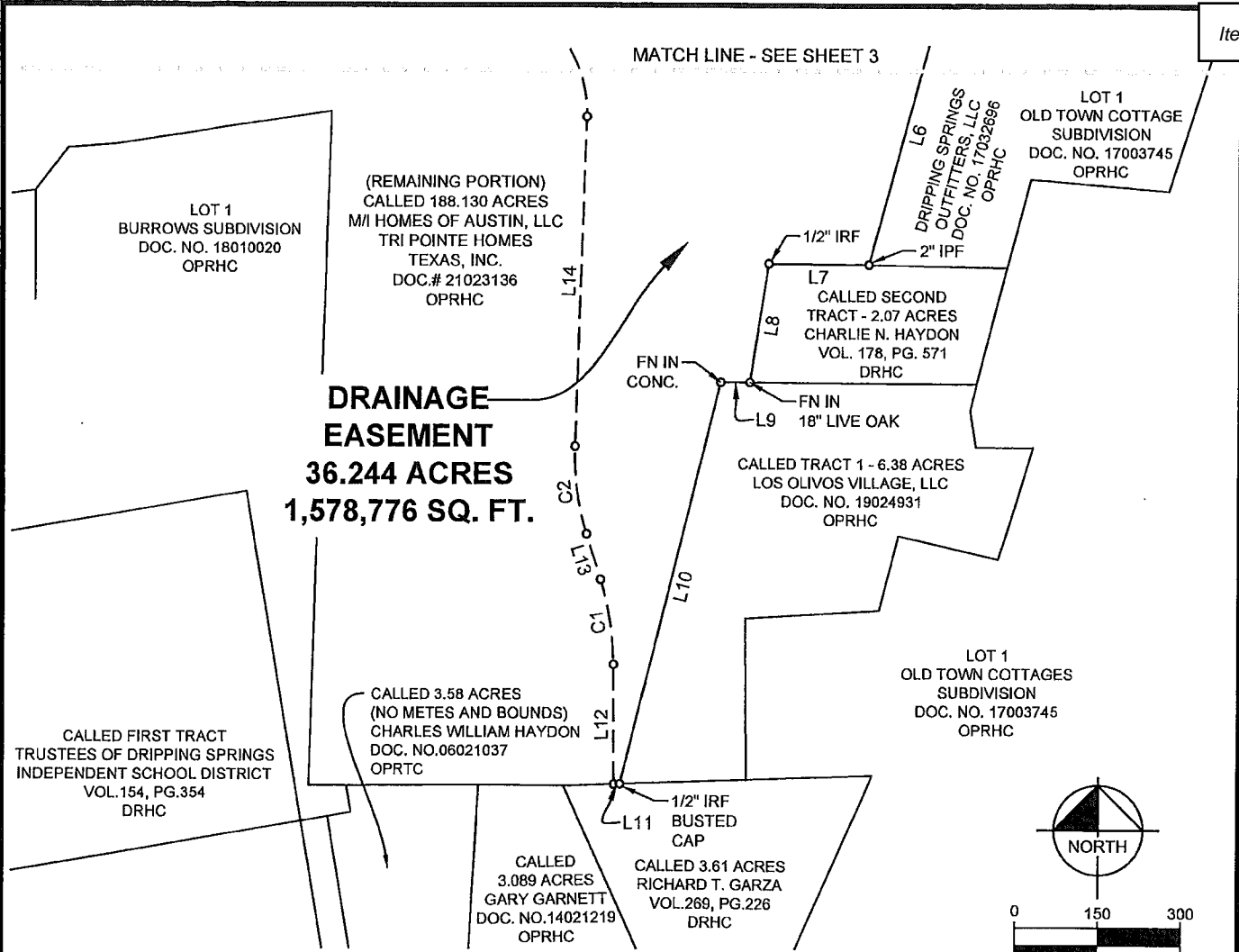
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 PHILIP SMITH SURVEY, ABSTRACT NO. 415
 CITY OF DRIPPING SPRINGS,
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1" = 300'	SAL	JGM	7/29/2022	067783118	4 OF 6

Item 2.



DRAINAGE EASEMENT
36.244 ACRES
1,578,776 SQ. FT.

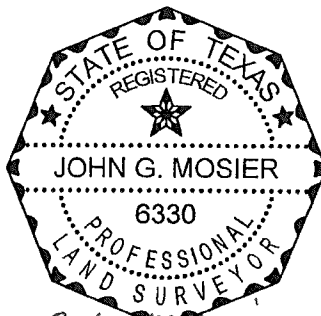
LEGEND:

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 IRFC = IRON ROD FOUND W/CAP
 OPRHC = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS
 DRHC = DEED RECORDS OF HAYS COUNTY TEXAS
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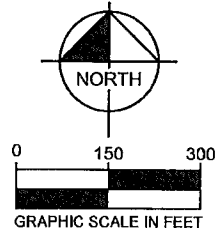
GEODETIC NOTE: THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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 7-29-22



LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE

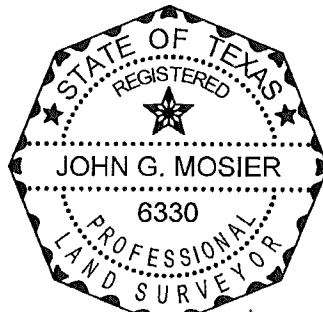
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	SAL	JGM	7/29/2022	067783118	5 OF 6

LINE TABLE			LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S38°42'44"W	192.59'	L17	N15°04'51"W	124.17'	C1	16°52'12"	526.00'	154.88'	N08°51'21"W	154.32'
L2	S00°43'52"W	587.78'	L18	S39°36'32"E	209.96'	C2	19°13'12"	474.00'	159.00'	N07°40'51"W	158.26'
L3	S00°43'09"W	128.99'	L19	N50°23'28"E	218.97'	C3	100°41'37"	226.00'	397.18'	N48°25'03"W	348.00'
L4	N87°20'02"E	61.67'	L20	S39°36'32"E	251.82'	C4	89°14'02"	15.00'	23.36'	N54°08'51"W	21.07'
L5	S15°43'02"W	521.41'	L21	S39°36'32"E	117.91'	C5	24°05'42"	776.00'	326.34'	N21°34'41"W	323.94'
L6	S15°33'22"W	499.51'	L22	N50°23'28"E	190.61'	C6	18°32'41"	724.00'	234.33'	N24°21'11"W	233.31'
L7	N89°32'38"W	183.86'	L23	N38°18'13"E	58.21'	C7	85°41'10"	25.00'	37.39'	N27°45'44"E	34.00'
L8	S09°06'29"W	215.70'	L24	N38°35'54"E	58.62'	C8	16°43'24"	653.00'	190.59'	N62°14'37"E	189.92'
L9	S89°58'04"W	53.55'	L25	N24°16'21"E	58.64'	C9	86°30'33"	25.00'	37.75'	S82°51'49"E	34.26'
L10	S13°58'01"W	743.74'	L26	N14°27'25"E	116.75'	C10	52°16'12"	15.00'	13.68'	S13°28'26"E	13.21'
L11	S88°00'49"W	10.90'	L27	N00°11'05"W	103.12'	C11	194°32'24"	52.00'	176.56'	S84°36'32"E	103.16'
L12	N00°25'15"W	215.25'	L28	S89°48'55"W	120.00'	C12	52°16'12"	15.00'	13.68'	N24°15'22"E	13.21'
L13	N17°17'27"W	85.70'	L29	N00°11'05"W	233.33'	C13	90°00'00"	15.00'	23.56'	S84°36'32"E	21.21'
L14	N01°55'45"E	592.22'	L30	N89°48'55"E	379.49'	C14	52°16'12"	15.00'	13.68'	S13°28'26"E	13.21'
L15	S81°14'08"W	34.65'	L31	S00°11'05"E	11.61'	C15	194°32'24"	52.00'	176.56'	S84°36'32"E	103.16'
L16	N33°37'32"W	243.57'				C16	21°41'05"	15.00'	5.68'	N08°57'48"E	5.64'
						C17	90°00'00"	25.00'	39.27'	N44°48'55"E	35.36'



John G. Mosier
7-29-22

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

**EXHIBIT OF A
36.244 ACRE
DRAINAGE EASEMENT**
PHILIP SMITH SURVEY, ABSTRACT NO. 415
CITY OF DRIPPING SPRINGS,
HAYS COUNTY, TEXAS

Kimley»Horn					
<small>10101 Reunion Place, Suite 400 San Antonio, Texas 78216</small>			<small>FIRM # 10103973</small>		<small>Tel. No. (210) 541-9166 www.kimley-horn.com</small>
<small>Scale</small> N/A	<small>Drawn by</small> SAL	<small>Checked by</small> JGM	<small>Date</small> 7/29/2022	<small>Project No.</small> 067783118	<small>Sheet No.</small> 6 OF 6

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22045719 EASEMENT
09/27/2022 09:33:52 AM Total Fees: \$66.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

STATE OF TEXAS §
 §
COUNTY OF HAYS §

Hays County, a political subdivision of the State of Texas, ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by the City of Dripping Springs, Texas ("Grantee"), the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Grantee all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Hays, State of Texas, more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEES ACKNOWLEDGE THAT GRANTEES HAVE NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED OR MERCHANTABILITY, MARKETABLILITY, PHYSICAL CONDITION, PRESENCE OR HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEES ACKNOWLEDGE AND AGREES THAT GRANTEES HAVE INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHICAL CONDITION OF THE PROPERTY AND ACCEPT QUITCLAIM TO THE PROPERTY "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHICAL CONDITION AND THAT GRANTEES ARE RELYING ON GRANTEES OWN EXAMINATION OF THE PROPERTY.

Grantee, by its acceptance of this Quitclaim Deed, assume payment of all standby charges and assessments for remainder of this calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property.

Grantees address: 511 Mercer Street, Dripping Springs, Texas 78620

IN WITNESS WHEREOF, this instrument is executed on this the 12th day of March, 2024.

GRANTOR:

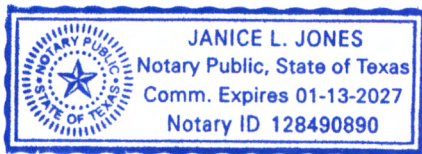
Hays County, a political subdivision of the State of Texas

By: [Signature]
Name: Ruben Becerra
Title: Hays County Judge

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me by Judge Ruben Becerra as County Judge of Hays County.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of March, 2024.



[Signature]
Notary Public – State of Texas

EXHIBIT "A"

Property Description

Being approximately 0.0569 acres (or 2,481.5 square feet) of land out of the Philip A. Smith Survey, originally conveyed to Hays County, Texas in a 1975 Road Deed from Hilton and Jeanine Lewis in Volume 278, Page 277 of the Official Public Record of Hays County, Texas.

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

24008706 DEED
03/13/2024 08:10:11 AM Total Fees: \$0.00

 Elaine H. Cardenas

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,389,487.36	3,389,487.36	2,263,490.71	2,306,042.23	-1,083,445.13	31.96 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	522,919.67	2,027,228.20	-1,772,771.80	46.65 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	7,923.38	39,908.28	-35,091.72	46.79 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	587.66	606.79	-3,393.21	84.83 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	17,143.69	17,143.69	-27,856.31	61.90 %
100-000-42000	Alcohol Permit Fees	9,000.00	9,000.00	1,780.00	3,495.00	-5,505.00	61.17 %
100-000-46001	Other Revenues	40,000.00	40,000.00	83,522.38	347,370.06	307,370.06	868.43 %
100-000-46002	Interest	50,000.00	50,000.00	16,274.36	78,938.62	28,938.62	157.88 %
100-000-46014	Transportation Improvements Reim	240,000.00	240,000.00	0.00	0.00	-240,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47013	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
	Department: 000 - Undesignated Total:	7,763,445.36	7,763,445.36	2,913,641.85	4,820,732.87	-2,942,712.49	37.90%
Department: 105 - Communications							
100-105-44000	Sponsorships & Donations	30,000.00	30,000.00	4,500.00	16,590.00	-13,410.00	44.70 %
100-105-46006	Merchandise	17,500.00	17,500.00	375.00	8,862.13	-8,637.87	49.36 %
100-105-47005	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
	Department: 105 - Communications Total:	110,209.00	110,209.00	4,875.00	25,452.13	-84,756.87	76.91%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	3,125.00	33,105.00	-41,895.00	55.86 %
100-200-43000	Site Development Fees	850,000.00	850,000.00	42,437.96	284,740.99	-565,259.01	66.50 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	85,530.50	99,210.50	34,210.50	152.63 %
100-200-43030	Subdivision Fees	638,875.00	638,875.00	60,100.00	62,800.00	-576,075.00	90.17 %
	Department: 200 - Planning & Development Total:	1,628,875.00	1,628,875.00	191,193.46	479,856.49	-1,149,018.51	70.54%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	1,875.00	16,050.00	16,050.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	4,800.00	16,820.88	-33,179.12	66.36 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	117,823.86	443,143.96	-1,056,856.04	70.46 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	124,498.86	476,014.84	-1,073,985.16	69.29%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	0.00	2,605.00	-2,395.00	47.90 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	125.00	265.00	-1,535.00	85.28 %
100-400-44002	Program & Event Fees	22,600.00	22,600.00	1,033.00	1,208.00	-21,392.00	94.65 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	653.00	7,133.00	1,133.00	118.88 %
100-400-47002	Transfer from Parkland Dedication	541,480.00	541,480.00	0.00	0.00	-541,480.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	579,880.00	579,880.00	1,811.00	11,211.00	-568,669.00	98.07%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	55,300.00	55,300.00	0.00	0.00	-55,300.00	100.00 %
100-402-44004	Park Rental Income	20,800.00	20,800.00	0.00	0.00	-20,800.00	100.00 %
	Department: 402 - Aquatics Total:	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	15,095.00	23,745.00	17,495.00	379.92 %
100-404-45001	FD Food Booths	1,300.00	1,300.00	0.00	0.00	-1,300.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	4,000.00	4,000.00	150.00	375.00	-3,625.00	90.63 %
100-404-45005	FD Sponsorships	90,000.00	90,000.00	36,400.00	53,150.00	-36,850.00	40.94 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45006	FD Parking Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	310.00	330.00	-2,970.00	90.00 %
Department: 404 - Founders Day Total:		124,450.00	124,450.00	51,955.00	77,600.00	-46,850.00	37.65%
Revenue Total:		11,832,959.36	11,832,959.36	3,287,975.17	5,890,867.33	-5,942,092.03	50.22%
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
100-000-61000	Health Insurance	279,323.88	279,323.88	9,961.93	27,124.75	252,199.13	90.29 %
100-000-61001	Dental Insurance	0.00	0.00	0.00	2.18	-2.18	0.00 %
100-000-61002	Medicare	0.00	0.00	0.00	4.34	-4.34	0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	18.55	-18.55	0.00 %
100-000-61005	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
100-000-61006	TMRS	185,186.55	185,186.55	0.00	18.18	185,168.37	99.99 %
100-000-62009	Human Resources Consultant	28,306.00	28,306.00	5,355.66	10,855.65	17,450.35	61.65 %
100-000-63004	Dues, Fees & Subscriptions	31,500.00	31,500.00	6,206.06	34,735.86	-3,235.86	-10.27 %
100-000-63005	Training/Continuing Education	84,158.93	84,158.93	12,962.06	35,172.34	48,986.59	58.21 %
100-000-64000	Office Supplies	35,000.00	35,000.00	5,912.85	14,880.41	20,119.59	57.48 %
100-000-64004	Office Furniture and Equipment	10,300.00	10,300.00	0.00	299.99	10,000.01	97.09 %
100-000-66002	Postage & Shipping	3,500.00	3,500.00	702.02	1,411.31	2,088.69	59.68 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	107.41	107.41	9,892.59	98.93 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
100-000-90015	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
Department: 000 - Undesignated Total:		5,797,331.91	5,797,331.91	41,207.99	129,630.97	5,667,700.94	97.76%
Department: 100 - City Council/Boards & Commissions							
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	60,000.00	-50,000.00	-500.00 %
Department: 100 - City Council/Boards & Commissions Total:		17,000.00	17,000.00	0.00	60,000.00	-43,000.00	-252.94%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	38,998.34	216,120.08	-216,120.08	0.00 %
100-101-60002	Overtime	0.00	0.00	117.22	391.85	-391.85	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,471.12	7,620.67	-7,620.67	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	134.80	707.70	-707.70	0.00 %
100-101-61002	Medicare	0.00	0.00	534.71	2,961.01	-2,961.01	0.00 %
100-101-61003	Social Security	0.00	0.00	2,286.38	10,060.60	-10,060.60	0.00 %
100-101-61004	Unemployment	0.00	0.00	123.87	514.09	-514.09	0.00 %
100-101-61006	TMRS	0.00	0.00	2,307.81	12,726.09	-12,726.09	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	45,974.25	251,102.09	-251,102.09	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	10,551.68	60,367.97	-60,367.97	0.00 %
100-102-60002	Overtime	0.00	0.00	27.18	270.60	-270.60	0.00 %
100-102-61000	Health Insurance	0.00	0.00	967.30	5,318.39	-5,318.39	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	67.40	370.70	-370.70	0.00 %
100-102-61002	Medicare	0.00	0.00	151.03	866.27	-866.27	0.00 %
100-102-61003	Social Security	0.00	0.00	645.78	3,703.99	-3,703.99	0.00 %
100-102-61004	Unemployment	0.00	0.00	93.06	263.20	-263.20	0.00 %
100-102-61006	TMRS	0.00	0.00	624.15	3,592.26	-3,592.26	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00 %
100-102-64003	Uniforms	0.00	0.00	0.00	138.00	-138.00	0.00 %
100-102-64032	Meeting Supplies	12,700.00	12,700.00	167.25	1,044.55	11,655.45	91.78 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-66003	Public Notices	2,000.00	2,000.00	79.77	1,118.88	881.12	44.06 %
100-102-69003	Records Management	1,220.00	1,220.00	0.00	240.00	980.00	80.33 %
Department: 102 - City Secretary Total:		29,120.00	29,120.00	13,374.60	77,294.81	-48,174.81	-165.44%
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	1,000.00	2,500.00	13,000.00	83.87 %
Department: 103 - Courts Total:		15,500.00	15,500.00	1,000.00	2,500.00	13,000.00	83.87%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	13,066.74	71,868.32	-71,868.32	0.00 %
100-104-60001	Part-time Employees	0.00	0.00	0.00	265.00	-265.00	0.00 %
100-104-61000	Health Insurance	0.00	0.00	490.44	2,697.42	-2,697.42	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	33.70	185.35	-185.35	0.00 %
100-104-61002	Medicare	0.00	0.00	187.34	1,034.23	-1,034.23	0.00 %
100-104-61003	Social Security	0.00	0.00	801.08	4,422.45	-4,422.45	0.00 %
100-104-61004	Unemployment	0.00	0.00	0.00	148.24	-148.24	0.00 %
100-104-61006	TMRS	0.00	0.00	770.94	4,289.16	-4,289.16	0.00 %
100-104-62003	Special Counsel and Consultants	49,000.00	49,000.00	2,150.50	13,650.52	35,349.48	72.14 %
Department: 104 - City Attorney Total:		49,000.00	49,000.00	17,500.74	98,560.69	-49,560.69	-101.14%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	13,696.30	76,143.78	-76,143.78	0.00 %
100-105-61000	Health Insurance	0.00	0.00	992.04	5,451.66	-5,451.66	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	67.40	370.70	-370.70	0.00 %
100-105-61002	Medicare	0.00	0.00	197.56	1,098.38	-1,098.38	0.00 %
100-105-61003	Social Security	0.00	0.00	844.70	4,696.33	-4,696.33	0.00 %
100-105-61004	Unemployment	0.00	0.00	65.84	275.68	-275.68	0.00 %
100-105-61006	TMRS	0.00	0.00	808.08	4,534.14	-4,534.14	0.00 %
100-105-63023	General Maintenance	32,670.00	32,670.00	0.00	8,910.00	23,760.00	72.73 %
100-105-64021	Merchandise	23,639.00	23,639.00	-7,328.35	14,760.60	8,878.40	37.56 %
100-105-66000	Website	6,800.00	6,800.00	6,853.80	6,853.80	-53.80	-0.79 %
100-105-66005	Public Relations	15,300.00	15,300.00	0.00	0.00	15,300.00	100.00 %
100-105-66010	Events, Entertainment & Activities	28,500.00	28,500.00	2,500.00	2,500.00	26,000.00	91.23 %
100-105-70003	Other Expenses	25,400.00	25,400.00	0.00	3,386.21	22,013.79	86.67 %
Department: 105 - Communications Total:		132,309.00	132,309.00	18,697.37	128,981.28	3,327.72	2.52%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	5,871.10	33,583.35	-33,583.35	0.00 %
100-106-61000	Health Insurance	0.00	0.00	499.70	2,747.29	-2,747.29	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	33.70	185.35	-185.35	0.00 %
100-106-61002	Medicare	0.00	0.00	84.96	486.01	-486.01	0.00 %
100-106-61003	Social Security	0.00	0.00	363.24	2,077.95	-2,077.95	0.00 %
100-106-61004	Unemployment	0.00	0.00	50.06	144.00	-144.00	0.00 %
100-106-61006	TMRS	0.00	0.00	346.40	2,004.23	-2,004.23	0.00 %
100-106-64001	Office IT Equipment & Support	139,499.00	139,499.00	5,817.73	70,308.31	69,190.69	49.60 %
100-106-64002	Software	192,000.00	192,000.00	9,125.55	106,811.78	85,188.22	44.37 %
100-106-65000	Network/Phone	58,395.84	58,395.84	4,986.08	21,113.96	37,281.88	63.84 %
Department: 106 - IT Total:		389,894.84	389,894.84	27,178.52	239,462.23	150,432.61	38.58%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	18,880.57	104,723.69	-104,723.69	0.00 %
100-107-60002	Overtime	0.00	0.00	0.00	171.19	-171.19	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,460.36	8,028.60	-8,028.60	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	101.10	556.05	-556.05	0.00 %
100-107-61002	Medicare	0.00	0.00	250.42	1,392.50	-1,392.50	0.00 %
100-107-61003	Social Security	0.00	0.00	1,070.68	5,953.95	-5,953.95	0.00 %
100-107-61004	Unemployment	0.00	0.00	132.60	408.64	-408.64	0.00 %
100-107-61006	TMRS	0.00	0.00	1,113.95	6,199.38	-6,199.38	0.00 %
100-107-62001	Financial Services	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
100-107-67000	TML Liability Insurance	27,277.00	27,277.00	0.00	11,087.50	16,189.50	59.35 %
100-107-67001	TML Property Insurance	48,810.00	48,810.00	0.00	27,199.00	21,611.00	44.28 %
100-107-67002	TML Workmen's Comp Insurance	34,656.00	34,656.00	18,015.00	35,343.00	-687.00	-1.98 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-70001	Mileage	0.00	0.00	0.00	163.59	-163.59	0.00 %
100-107-80004	Series 2024	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
100-107-90003	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	0.00	150,697.64	609,302.36	80.17 %
100-107-90004	SPA & ECO D Transfers	218,880.00	218,880.00	0.00	61,218.58	157,661.42	72.03 %
Department: 107 - Finance Total:		1,494,123.00	1,494,123.00	41,024.68	413,143.31	1,080,979.69	72.35%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	16,115.96	90,469.46	-90,469.46	0.00 %
100-200-60002	Overtime	0.00	0.00	65.32	212.27	-212.27	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,230.30	7,847.24	-7,847.24	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	84.25	539.20	-539.20	0.00 %
100-200-61002	Medicare	0.00	0.00	226.26	1,267.18	-1,267.18	0.00 %
100-200-61003	Social Security	0.00	0.00	967.41	5,418.16	-5,418.16	0.00 %
100-200-61004	Unemployment	0.00	0.00	142.88	407.52	-407.52	0.00 %
100-200-61006	TMRS	0.00	0.00	954.69	5,400.53	-5,400.53	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-200-62005	Health Inspector	60,000.00	60,000.00	0.00	18,733.90	41,266.10	68.78 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	13,500.00	19,750.00	2,215.40	2,215.40	17,534.60	88.78 %
100-200-62010	Miscellaneous Consultant	165,000.00	257,119.92	7,690.51	17,292.31	239,827.61	93.27 %
Department: 200 - Planning & Development Total:		313,500.00	411,869.92	29,692.98	149,803.17	262,066.75	63.63%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	30,539.36	150,536.33	-150,536.33	0.00 %
100-201-60002	Overtime	0.00	0.00	1,226.38	3,601.18	-3,601.18	0.00 %
100-201-61000	Health Insurance	0.00	0.00	3,364.73	15,160.13	-15,160.13	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	235.90	1,060.36	-1,060.36	0.00 %
100-201-61002	Medicare	0.00	0.00	440.26	2,188.10	-2,188.10	0.00 %
100-201-61003	Social Security	0.00	0.00	1,882.44	9,355.74	-9,355.74	0.00 %
100-201-61004	Unemployment	0.00	0.00	445.52	948.04	-948.04	0.00 %
100-201-61006	TMRS	0.00	0.00	1,874.18	9,184.67	-9,184.67	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	0.00	182,545.00	567,455.00	75.66 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	495.00	1,505.00	75.25 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	126.00	2,031.75	-2,031.75	0.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	40,134.77	377,106.30	414,893.70	52.39%
Department: 300 - Wastewater							
100-300-60000	Regular Employees	0.00	0.00	13,063.33	49,404.97	-49,404.97	0.00 %
100-300-61000	Health Insurance	0.00	0.00	244.95	2,448.22	-2,448.22	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	16.85	168.50	-168.50	0.00 %
100-300-61002	Medicare	0.00	0.00	185.56	677.82	-677.82	0.00 %
100-300-61003	Social Security	0.00	0.00	793.45	2,898.32	-2,898.32	0.00 %
100-300-61004	Unemployment	0.00	0.00	23.93	143.99	-143.99	0.00 %
100-300-61006	TMRS	0.00	0.00	770.74	2,924.70	-2,924.70	0.00 %
100-300-71001	Transportation Improvement Proje	1,140,000.00	1,140,000.00	8,879.27	314,392.62	825,607.38	72.42 %
Department: 300 - Wastewater Total:		1,140,000.00	1,140,000.00	23,978.08	373,059.14	766,940.86	67.28%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	33,965.63	174,579.22	-174,579.22	0.00 %
100-304-60002	Overtime	0.00	0.00	448.08	3,715.80	-3,715.80	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	4,600.00	-4,600.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,864.11	19,053.11	-19,053.11	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	269.60	1,331.15	-1,331.15	0.00 %
100-304-61002	Medicare	0.00	0.00	491.12	2,545.61	-2,545.61	0.00 %
100-304-61003	Social Security	0.00	0.00	2,099.92	10,884.59	-10,884.59	0.00 %
100-304-61004	Unemployment	0.00	0.00	487.90	1,041.00	-1,041.00	0.00 %
100-304-61006	TMRS	0.00	0.00	2,077.62	10,826.30	-10,826.30	0.00 %
100-304-63000	Office Maintenance/Repairs	19,860.00	19,860.00	2,052.34	5,094.73	14,765.27	74.35 %
100-304-63001	Equipment Maintenance	6,750.00	6,750.00	0.00	391.32	6,358.68	94.20 %
100-304-63002	Fleet Maintenance	78,020.00	78,020.00	2,570.87	8,556.05	69,463.95	89.03 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-63008	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00 100.00 %
100-304-63009	Street/ROW Maintenance	211,005.00	211,005.00	-1,631.75	468.56	210,536.44 99.78 %
100-304-64003	Uniforms	17,500.00	17,500.00	2,848.91	6,053.31	11,446.69 65.41 %
100-304-64006	Fleet Acquisition	361,000.00	361,000.00	272,223.75	307,889.27	53,110.73 14.71 %
100-304-64009	Maintenance Equipment	8,500.00	8,500.00	732.65	1,370.03	7,129.97 83.88 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	281.70	944.58	5,555.42 85.47 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,784.98	6,661.55	13,338.45 66.69 %
100-304-65002	City Streets Water	4,000.00	4,000.00	281.63	1,126.74	2,873.26 71.83 %
100-304-65003	Office Electricity	5,500.00	5,500.00	632.92	2,086.89	3,413.11 62.06 %
100-304-65004	Office Water	650.00	650.00	41.96	163.78	486.22 74.80 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	76.50	306.40	1,193.60 79.57 %
100-304-65006	Stephenson Water	500.00	500.00	35.18	141.40	358.60 71.72 %
100-304-65009	Triangle Electric	0.00	0.00	38.25	153.00	-153.00 0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
100-304-69006	Stephenson Bldg Improvements	92,025.00	92,025.00	8,900.00	67,156.40	24,868.60 27.02 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00 100.00 %
100-304-69011	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00 100.00 %
100-304-71002	Street Improvements	660,000.00	660,000.00	1,245.00	1,245.00	658,755.00 99.81 %
100-304-71003	City Hall Improvements	556,000.00	556,000.00	0.00	0.00	556,000.00 100.00 %
Department: 304 - Maintenance Total:		2,271,860.00	2,271,860.00	336,618.87	638,385.79	1,633,474.21 71.90%
Department: 400 - Parks & Recreation						
100-400-60000	Regular Employees	0.00	0.00	20,910.24	85,605.11	-85,605.11 0.00 %
100-400-60001	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76 100.00 %
100-400-60002	Overtime	0.00	0.00	204.38	920.51	-920.51 0.00 %
100-400-60005	Camp Staff	0.00	0.00	0.00	13,933.38	-13,933.38 0.00 %
100-400-61000	Health Insurance	0.00	0.00	532.93	2,914.79	-2,914.79 0.00 %
100-400-61001	Dental Insurance	0.00	0.00	34.11	192.12	-192.12 0.00 %
100-400-61002	Medicare	0.00	0.00	304.83	1,447.41	-1,447.41 0.00 %
100-400-61003	Social Security	0.00	0.00	1,303.42	6,189.10	-6,189.10 0.00 %
100-400-61004	Unemployment	0.00	0.00	186.58	753.64	-753.64 0.00 %
100-400-61006	TMRS	0.00	0.00	1,047.40	4,946.44	-4,946.44 0.00 %
100-400-63004	Dues, Fees & Subscriptions	3,402.00	3,402.00	1,422.30	1,422.30	1,979.70 58.19 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	600.00	1,170.00	-1,170.00 0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	1,020.00	1,520.00	-1,520.00 0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	670.00	1,320.00	-1,320.00 0.00 %
100-400-63013	General Parks Maintenance	9,000.00	9,000.00	0.00	350.02	8,649.98 96.11 %
100-400-63015	Founders Park/Pool Maintenance	17,740.00	17,740.00	24.25	2,429.96	15,310.04 86.30 %
100-400-63016	Sports & Rec Park Maintenance	42,920.00	42,920.00	393.42	2,050.48	40,869.52 95.22 %
100-400-63017	Charro Ranch Park Maintenance	9,300.00	9,300.00	55.90	284.99	9,015.01 96.94 %
100-400-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	24.99	675.01 96.43 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-63037	Rathgeber Maintenance	0.00	0.00	0.00	29.99	-29.99 0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	179.82	596.03	7,953.97 93.03 %
100-400-64012	Charro Ranch Supplies	1,250.00	1,250.00	73.69	73.69	1,176.31 94.10 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	0.00	306.98	-306.98 0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00 100.00 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	-780.05	2,745.90	8,204.10 74.92 %
100-400-64033	Rathgeber Supplies	600.00	600.00	0.00	23.21	576.79 96.13 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00 100.00 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	1,035.00	3,025.00	4,225.00 58.28 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-65010	Triangle Water	500.00	500.00	35.18	140.72	359.28 71.86 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	3,387.50	-6,675.97	19,675.97 151.35 %
100-400-65012	Sports & Rec Park Electricity	2,500.00	2,500.00	124.46	336.82	2,163.18 86.53 %
100-400-65014	Founders Park/Pool Electricity	0.00	0.00	657.08	2,072.53	-2,072.53 0.00 %
100-400-66001	Advertising	16,250.00	16,250.00	838.79	4,303.07	11,946.93 73.52 %
100-400-70003	Other Expenses	13,320.00	13,320.00	44.83	44.83	13,275.17 99.66 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-71004	All Parks Improvements	156,500.00	156,500.00	3,806.27	4,295.20	152,204.80	97.26 %
100-400-71005	Founders Park/Pool Improvmts	597,000.00	597,000.00	0.00	0.00	597,000.00	100.00 %
100-400-71006	Sports & Rec Park Improvements	54,000.00	54,000.00	0.00	0.00	54,000.00	100.00 %
100-400-71007	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00	100.00 %
100-400-71010	Rathgeber Improvements	215,000.00	215,000.00	62,379.63	116,351.46	98,648.54	45.88 %
100-400-71012	Skate Park Improvements	150,000.00	150,000.00	475.00	75,475.00	74,525.00	49.68 %
Department: 400 - Parks & Recreation Total:		1,369,101.76	1,369,101.76	100,966.96	330,619.70	1,038,482.06	75.85%
Department: 401 - DSRP							
100-401-60000	Regular Employees	540,752.60	540,752.60	42,715.60	232,751.67	308,000.93	56.96 %
100-401-60002	Overtime	0.00	0.00	616.90	4,052.81	-4,052.81	0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	4,400.00	-4,400.00	0.00 %
100-401-61000	Health Insurance	66,694.30	66,694.30	5,269.67	27,478.27	39,216.03	58.80 %
100-401-61001	Dental Insurance	0.00	0.00	370.29	1,929.99	-1,929.99	0.00 %
100-401-61002	Medicare	0.00	0.00	603.80	3,300.80	-3,300.80	0.00 %
100-401-61003	Social Security	0.00	0.00	2,581.79	14,113.89	-14,113.89	0.00 %
100-401-61004	Unemployment	0.00	0.00	656.44	1,424.23	-1,424.23	0.00 %
100-401-61005	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57	100.00 %
100-401-61006	TMRS	31,931.44	31,931.44	2,603.80	14,182.65	17,748.79	55.58 %
Department: 401 - DSRP Total:		683,265.91	683,265.91	56,218.29	303,634.31	379,631.60	55.56%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	0.00	10,672.19	-10,672.19	0.00 %
100-402-60007	Aquatic Staff	130,642.09	130,642.09	0.00	0.00	130,642.09	100.00 %
100-402-61000	Health Insurance	0.00	0.00	0.00	1,446.26	-1,446.26	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	0.00	101.10	-101.10	0.00 %
100-402-61002	Medicare	0.00	0.00	0.00	138.70	-138.70	0.00 %
100-402-61003	Social Security	0.00	0.00	0.00	593.11	-593.11	0.00 %
100-402-61006	TMRS	0.00	0.00	0.00	628.57	-628.57	0.00 %
100-402-63015	Founders Park/Pool Maintenance	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00 %
100-402-64013	Pool Supplies	40,075.00	40,075.00	10,092.52	10,432.57	29,642.43	73.97 %
100-402-65000	Network/Phone	3,040.00	3,040.00	170.87	2,681.89	358.11	11.78 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	206.41	799.29	5,200.71	86.68 %
100-402-65014	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-402-65019	Propane/Natural Gas	13,250.00	13,250.00	0.00	0.00	13,250.00	100.00 %
Department: 402 - Aquatics Total:		234,007.09	234,007.09	10,469.80	27,493.68	206,513.41	88.25%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-404-63038	FD Transportation	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-404-64016	FD Event Supplies	7,750.00	7,750.00	0.00	0.00	7,750.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00 %
100-404-64018	FD Barricades	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-404-65007	Portable Toilets	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-404-65016	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	2,500.00	2,500.00	177.51	527.51	1,972.49	78.90 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-404-68006	FD Health, Safety & Lighting	30,500.00	30,500.00	0.00	0.00	30,500.00	100.00 %
Department: 404 - Founders Day Total:		160,025.00	160,025.00	177.51	527.51	159,497.49	99.67%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	6,074.30	33,810.00	-33,810.00	0.00 %
100-500-61000	Health Insurance	0.00	0.00	17.06	92.71	-92.71	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	33.70	185.35	-185.35	0.00 %
100-500-61002	Medicare	0.00	0.00	87.32	486.07	-486.07	0.00 %
100-500-61003	Social Security	0.00	0.00	373.32	2,078.19	-2,078.19	0.00 %
100-500-61004	Unemployment	0.00	0.00	46.81	143.99	-143.99	0.00 %
100-500-61006	TMRS	0.00	0.00	358.38	1,993.07	-1,993.07	0.00 %

Budget Report

For Fiscal: FY 2024 Period Ending: Item 5. 4

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-500-68000	Emergency Management Equip	79,200.00	79,200.00	98.38	18,094.46	61,105.54	77.15 %
100-500-68001	Emergency Fire & Safety	996.00	996.00	0.00	0.00	996.00	100.00 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	890.92	890.92	1,109.08	55.45 %
100-500-68003	Emergency Equipment Maint	12,102.00	12,102.00	166.00	4,442.09	7,659.91	63.29 %
100-500-70015	Winter Storm Mara	0.00	0.00	-103,775.15	-103,775.15	103,775.15	0.00 %
Department: 500 - Emergency Management Total:		94,298.00	94,298.00	-95,628.96	-41,558.30	135,856.30	144.07%
Expense Total:		14,982,336.51	15,080,706.43	708,586.45	3,559,746.68	11,520,959.75	76.40%
Fund: 100 - General Fund Surplus (Deficit):		-3,149,377.15	-3,247,747.07	2,579,388.72	2,331,120.65	5,578,867.72	171.78%

Fund: 200 - Dripping Springs Ranch Park

Revenue

Department: 401 - DSRP

200-401-42008	Riding Permit Fees	9,500.00	9,500.00	20.00	4,140.00	-5,360.00	56.42 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	275.00	25,254.99	-11,945.01	32.11 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	455.00	11,735.82	-7,264.18	38.23 %
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	30,835.75	82,419.76	-31,080.24	27.38 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	2,435.00	6,964.48	964.48	116.07 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	1,045.00	2,195.00	-1,805.00	45.13 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	3,800.00	13,369.46	-11,630.54	46.52 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	1,002.00	2,273.00	-50,002.00	95.65 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	0.00	4,510.00	-132,590.00	96.71 %
200-401-44006	Riding Series	35,000.00	35,000.00	0.00	14,849.25	-20,150.75	57.57 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	0.00	22,665.00	20,665.00	1,133.25 %
200-401-44008	Program Fees	15,100.00	15,100.00	-124.00	14,645.50	-454.50	3.01 %
200-401-44009	Ice Rink	0.00	0.00	0.00	82,265.00	82,265.00	0.00 %
200-401-44011	Ice Rink	329,425.00	320,625.00	0.00	0.00	-320,625.00	100.00 %
200-401-44012	Rink Merchandise	0.00	0.00	0.00	439.00	439.00	0.00 %
200-401-46001	Other Revenues	500.00	500.00	0.00	423.00	-77.00	15.40 %
200-401-46002	Interest	2,000.00	2,000.00	382.86	4,226.48	2,226.48	211.32 %
200-401-46006	Merchandise Sales	22,065.20	22,065.20	2,935.00	14,346.52	-7,718.68	34.98 %
200-401-47005	Transfer from HOT Fund	300,000.00	308,800.00	0.00	150,000.00	-158,800.00	51.42 %
Department: 401 - DSRP Total:		1,109,665.20	1,109,665.20	43,061.61	456,722.26	-652,942.94	58.84%
Revenue Total:		1,109,665.20	1,109,665.20	43,061.61	456,722.26	-652,942.94	58.84%

Expense

Department: 400 - Parks & Recreation

200-400-63035	Ranch House Maintenance	10,000.00	10,000.00	540.00	2,290.09	7,709.91	77.10 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	15.38	984.62	98.46 %
Department: 400 - Parks & Recreation Total:		11,000.00	11,000.00	540.00	2,305.47	8,694.53	79.04%

Department: 401 - DSRP

200-401-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005	Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	5,883.49	26,752.06	-26,752.06	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	4,641.09	7,079.14	17,920.86	71.68 %
200-401-63002	Fleet Maintenance	5,500.00	5,500.00	147.56	147.56	5,352.44	97.32 %
200-401-63003	Lawn Maintenance	0.00	0.00	2,560.00	3,857.11	-3,857.11	0.00 %
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	1,938.71	3,982.49	1,145.01	22.33 %
200-401-63005	Training/Continuing Education	12,400.00	12,400.00	0.00	109.95	12,290.05	99.11 %
200-401-63023	General Maintenance	177,387.24	177,387.24	3,315.74	3,689.60	173,697.64	97.92 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	4,200.00	-200.00	-5.00 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	10,060.50	10,060.50	1,939.50	16.16 %
200-401-64000	Office Supplies	10,000.00	10,000.00	36.95	1,140.37	8,859.63	88.60 %
200-401-64001	IT Equipment	5,000.00	5,000.00	179.22	4,234.68	765.32	15.31 %
200-401-64003	Uniforms	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	2,382.00	9,003.62	-7,003.62	-350.18 %
200-401-64011	Park Supplies	13,545.00	13,545.00	0.00	0.00	13,545.00	100.00 %
200-401-64021	Merchandise	17,065.20	17,065.20	19.92	12,401.54	4,663.66	27.33 %
200-401-64023	Equipment	20,000.00	20,000.00	0.00	1,448.00	18,552.00	92.76 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027	Coyote Camp	16,000.00	16,000.00	34.99	356.41	15,643.59	97.77 %
200-401-64028	Riding Series	32,000.00	32,000.00	155.70	8,550.19	23,449.81	73.28 %
200-401-64029	Miscellaneous Events	700.00	700.00	0.00	12,589.86	-11,889.86	-1,698.55 %
200-401-64030	Programing	8,000.00	8,000.00	244.89	1,010.10	6,989.90	87.37 %
200-401-64031	Concert Series	0.00	0.00	0.00	503.50	-503.50	0.00 %
200-401-64038	Ice Rink	242,719.40	242,719.40	5,998.12	173,634.04	69,085.36	28.46 %
200-401-65000	Network/Phone	14,518.00	14,518.00	1,156.12	8,298.29	6,219.71	42.84 %
200-401-65004	Office Water	0.00	0.00	144.00	144.00	-144.00	0.00 %
200-401-65005	Water	7,000.00	7,000.00	2,071.05	6,214.59	785.41	11.22 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	80.00	400.00	2,100.00	84.00 %
200-401-65008	Alarm	6,660.00	6,660.00	0.00	4,709.98	1,950.02	29.28 %
200-401-65017	Electricity	60,000.00	60,000.00	7,688.52	29,330.90	30,669.10	51.12 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	1,313.20	1,781.03	718.97	28.76 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	60.00	14,940.00	99.60 %
200-401-66002	Postage & Shipping	0.00	0.00	18.18	18.18	-18.18	0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	68,611.18	-18,611.18	-37.22 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-70013	DSRP Sales Tax	0.00	0.00	0.00	657.98	-657.98	0.00 %
200-401-71008	DSRP Improvements	355,000.00	355,000.00	6,225.00	8,415.00	346,585.00	97.63 %
200-401-90013	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
Department: 401 - DSRP Total:		1,320,363.82	1,320,363.82	56,294.95	413,391.85	906,971.97	68.69%
Expense Total:		1,331,363.82	1,331,363.82	56,834.95	415,697.32	915,666.50	68.78%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):		-221,698.62	-221,698.62	-13,773.34	41,024.94	262,723.56	118.50%
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-43024	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
400-000-43025	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
400-000-46001	Other Revenues	0.00	0.00	601,696.85	1,179,317.84	1,179,317.84	0.00 %
Department: 000 - Undesignated Total:		539,485.58	539,485.58	601,696.85	1,179,317.84	639,832.26	118.60%
Department: 300 - Wastewater							
400-300-41003	Cable Franchise Fees	0.00	0.00	37,267.74	37,267.74	37,267.74	0.00 %
400-300-43018	Wastewater Service Fees	1,478,767.68	1,478,767.68	291,451.15	977,251.44	-501,516.24	33.91 %
400-300-43020	Late Fees	9,600.00	9,600.00	2,828.97	10,353.34	753.34	107.85 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	7,000.00	7,000.00	2,000.00	140.00 %
400-300-43024	Over Use Fees	0.00	0.00	28,994.06	102,972.40	102,972.40	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	1,460.72	4,527.66	4,527.66	0.00 %
400-300-46001	Other Revenues	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
400-300-47008	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00	100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	0.00	150,697.64	-609,302.36	80.17 %
Department: 300 - Wastewater Total:		17,028,367.68	17,028,367.68	369,002.64	1,290,070.22	-15,738,297.46	92.42%
Department: 301 - Water							
400-301-43038	Meter Set Fees	5,000.00	5,000.00	450.00	950.00	-4,050.00	81.00 %
400-301-43040	Water Base Rate	63,840.00	63,840.00	3,278.83	15,470.58	-48,369.42	75.77 %
400-301-43041	Water Usage	100,000.00	100,000.00	13,569.21	106,467.36	6,467.36	106.47 %
400-301-43043	Equipment Fee	36,200.00	36,200.00	1,810.00	4,706.00	-31,494.00	87.00 %
400-301-43044	Inspection Fees	5,000.00	5,000.00	250.00	650.00	-4,350.00	87.00 %
400-301-46001	Other Revenues	6,000.00	6,000.00	0.00	256.56	-5,743.44	95.72 %
Department: 301 - Water Total:		216,040.00	216,040.00	19,358.04	128,500.50	-87,539.50	40.52%
Department: 310 - Utility Operations							
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	45,494.15	107,170.69	-22,829.31	17.56 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-310-41002 ROW Fees	6,000.00	6,000.00	1,130.79	2,333.58	-3,666.42	61.11 %
400-310-41003 Cable Franchise Fees	130,000.00	130,000.00	0.00	38,863.48	-91,136.52	70.11 %
400-310-41004 Texas Gas Franchise Fee	3,000.00	3,000.00	4,298.84	4,298.84	1,298.84	143.29 %
400-310-46002 Interest	60,000.00	60,000.00	14,387.35	77,424.59	17,424.59	129.04 %
Department: 310 - Utility Operations Total:	329,000.00	329,000.00	65,311.13	230,091.18	-98,908.82	30.06%
Revenue Total:	18,112,893.26	18,112,893.26	1,055,368.66	2,827,979.74	-15,284,913.52	84.39%

Expense

Department: 300 - Wastewater

400-300-60000 Regular Employees	0.00	0.00	0.00	17,325.60	-17,325.60	0.00 %
400-300-60002 Overtime	0.00	0.00	0.00	299.60	-299.60	0.00 %
400-300-61000 Health Insurance	0.00	0.00	0.00	2,156.62	-2,156.62	0.00 %
400-300-61001 Dental Insurance	0.00	0.00	0.00	151.65	-151.65	0.00 %
400-300-61002 Medicare	0.00	0.00	0.00	254.78	-254.78	0.00 %
400-300-61003 Social Security	0.00	0.00	0.00	1,089.34	-1,089.34	0.00 %
400-300-61004 Unemployment	0.00	0.00	0.00	60.82	-60.82	0.00 %
400-300-61006 TMRS	0.00	0.00	0.00	1,031.71	-1,031.71	0.00 %
400-300-62002 Engineering and Surveying	857,000.00	857,000.00	15,549.41	16,571.91	840,428.09	98.07 %
400-300-62019 Planning and Permitting	5,000.00	5,000.00	14,163.75	17,281.51	-12,281.51	-245.63 %
400-300-62020 Lab Testing	0.00	0.00	2,256.75	2,256.75	-2,256.75	0.00 %
400-300-63004 Dues, Fees & Subscriptions	0.00	0.00	207.53	1,075.80	-1,075.80	0.00 %
400-300-63025 Wastewater Treatment Plant Maint	92,430.00	92,430.00	2,264.17	2,264.17	90,165.83	97.55 %
400-300-63026 Routine Operations	87,000.00	87,000.00	1,807.57	10,494.18	76,505.82	87.94 %
400-300-63027 Operations Non Routine	85,800.00	85,800.00	9,309.24	16,630.53	69,169.47	80.62 %
400-300-63028 Lift Station Maintenance	64,300.00	64,300.00	129.16	26,504.34	37,795.66	58.78 %
400-300-63029 Sanitary Sewer Line Maintenance	51,360.00	193,630.14	35,573.00	60,723.46	132,906.68	68.64 %
400-300-63030 Drip Field Maintenance	30,000.00	30,000.00	431.91	937.88	29,062.12	96.87 %
400-300-63031 Sludge Hauling	150,000.00	150,000.00	16,004.04	45,759.04	104,240.96	69.49 %
400-300-63033 Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
400-300-63034 Utility Operations	0.00	0.00	0.00	16,752.50	-16,752.50	0.00 %
400-300-64010 Supplies	28,500.00	28,500.00	3,272.99	5,665.68	22,834.32	80.12 %
400-300-64022 Chemicals	15,000.00	15,000.00	1,642.08	4,002.53	10,997.47	73.32 %
400-300-65000 Network/Phone	0.00	0.00	757.47	1,558.19	-1,558.19	0.00 %
400-300-65017 Electric	80,000.00	80,000.00	6,773.46	19,573.48	60,426.52	75.53 %
400-300-70003 Other Expenses	85,000.00	85,000.00	0.00	3,374.88	81,625.12	96.03 %
400-300-71000 Capital Projects	2,000,000.00	2,670,464.62	0.00	605,692.22	2,064,772.40	77.32 %
400-300-72001 TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00	100.00 %
400-300-72002 TWDB - Engineering and Design	485,000.00	485,000.00	84,161.25	119,951.25	365,048.75	75.27 %
400-300-72003 TWDB - Special Counsel and Consul	0.00	0.00	6,291.61	7,979.11	-7,979.11	0.00 %
400-300-72004 TWDB - Misc.	230,000.00	230,000.00	0.00	550.00	229,450.00	99.76 %
400-300-72005 TWDB - Land Acquisition	0.00	0.00	0.00	30,000.00	-30,000.00	0.00 %
400-300-90013 Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00	100.00 %
Department: 300 - Wastewater Total:	20,568,326.00	21,381,060.76	200,595.39	1,037,969.53	20,343,091.23	95.15%

Department: 301 - Water

400-301-62020 Lab Testing	0.00	0.00	0.00	18.36	-18.36	0.00 %
400-301-63026 Routine Operations	25,000.00	25,000.00	91.20	384.75	24,615.25	98.46 %
400-301-63027 Operations Non Routine	10,000.00	10,000.00	0.00	94.05	9,905.95	99.06 %
400-301-63032 Water Line Maintenance & Repair	20,000.00	22,210.11	0.00	22,061.29	148.82	0.67 %
400-301-63034 Utility Operations	0.00	0.00	0.00	100.00	-100.00	0.00 %
400-301-64010 Supplies	50,000.00	52,368.61	20,505.00	26,581.79	25,786.82	49.24 %
Department: 301 - Water Total:	105,000.00	109,578.72	20,596.20	49,240.24	60,338.48	55.06%

Department: 310 - Utility Operations

400-310-60000 Regular Employees	527,345.98	527,345.98	35,709.00	151,803.43	375,542.55	71.21 %
400-310-60002 Overtime	0.00	0.00	2,326.45	9,557.87	-9,557.87	0.00 %
400-310-60003 On Call Pay	10,400.00	10,400.00	800.00	8,174.92	2,225.08	21.40 %
400-310-61000 Health Insurance	59,572.49	59,572.49	3,382.16	14,253.88	45,318.61	76.07 %
400-310-61001 Dental Insurance	0.00	0.00	235.90	994.15	-994.15	0.00 %
400-310-61002 Medicare	0.00	0.00	538.12	2,321.58	-2,321.58	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-310-61004	Unemployment	0.00	0.00	483.49	1,136.97	-1,136.97	0.00 %
400-310-61005	Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
400-310-61006	TMRS	30,894.73	30,894.73	2,291.29	10,090.46	20,804.27	67.34 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	50,000.00	50,000.00	5,673.74	11,152.49	38,847.51	77.70 %
400-310-62020	Lab Testing	30,000.00	30,000.00	0.00	8,030.25	21,969.75	73.23 %
400-310-63001	Equipment Maintenance	10,000.00	10,000.00	515.39	708.51	9,291.49	92.91 %
400-310-63002	Fleet Maintenance	12,000.00	12,000.00	0.00	735.47	11,264.53	93.87 %
400-310-63005	Training/Continuing Education	13,305.00	16,330.51	227.50	1,712.50	14,618.01	89.51 %
400-310-63034	Utility Operations	355,560.00	355,560.00	8,350.00	8,475.93	347,084.07	97.62 %
400-310-64001	IT Equipment & Support	4,340.00	4,340.00	0.00	1,179.16	3,160.84	72.83 %
400-310-64002	Software	15,313.00	15,313.00	0.00	13,295.44	2,017.56	13.18 %
400-310-64003	Uniforms	7,470.00	7,470.00	0.00	3,819.83	3,650.17	48.86 %
400-310-64006	Fleet Acquisition	62,000.00	62,000.00	62,838.00	62,838.00	-838.00	-1.35 %
400-310-64008	Fuel	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-310-64023	Equipment	53,000.00	53,000.00	0.00	18,086.65	34,913.35	65.87 %
400-310-65000	Network/Phone	16,250.00	16,250.00	135.08	18,675.72	-2,425.72	-14.93 %
Department: 310 - Utility Operations Total:		1,330,061.17	1,333,086.68	123,506.12	347,043.21	986,043.47	73.97%
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastwater Treatment	18,325.00	18,325.00	4,086.81	6,679.68	11,645.32	63.55 %
400-311-63026	Arrowhead - Routine Operations	23,250.00	23,250.00	8,382.71	25,163.33	-1,913.33	-8.23 %
400-311-63027	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	6,462.13	10,270.40	11,179.60	52.12 %
400-311-63028	Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	0.00	1,400.16	5,099.84	78.46 %
400-311-63030	Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	0.00	0.00	51,500.00	100.00 %
400-311-63031	Arrowhead - Sludge Hauling	39,000.00	39,000.00	0.00	12,384.09	26,615.91	68.25 %
400-311-64010	Arrowhead - Supplies	7,500.00	7,500.00	732.59	732.59	6,767.41	90.23 %
400-311-64022	Arrowhead - Chemicals	13,000.00	13,000.00	0.00	4,852.60	8,147.40	62.67 %
400-311-65017	Arrowhead - Electricity	20,000.00	20,000.00	1,642.68	3,245.64	16,754.36	83.77 %
400-311-71000	Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	0.00	47,760.00	1,981,349.57	97.65 %
Department: 311 - Arrowhead Wastewater Plant Total:		2,229,634.57	2,229,634.57	21,306.92	112,488.49	2,117,146.08	94.95%
Expense Total:		24,233,021.74	25,053,360.73	366,004.63	1,546,741.47	23,506,619.26	93.83%
Fund: 400 - Utilities Surplus (Deficit):		-6,120,128.48	-6,940,467.47	689,364.03	1,281,238.27	8,221,705.74	118.46%
Report Surplus (Deficit):		-9,491,204.25	-10,409,913.16	3,254,979.41	3,653,383.86	14,063,297.02	135.10%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	7,763,445.36	7,763,445.36	2,913,641.85	4,820,732.87	-2,942,712.49	37.90%
105 - Communications	110,209.00	110,209.00	4,875.00	25,452.13	-84,756.87	76.91%
200 - Planning & Development	1,628,875.00	1,628,875.00	191,193.46	479,856.49	-1,149,018.51	70.54%
201 - Building	1,550,000.00	1,550,000.00	124,498.86	476,014.84	-1,073,985.16	69.29%
400 - Parks & Recreation	579,880.00	579,880.00	1,811.00	11,211.00	-568,669.00	98.07%
402 - Aquatics	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
404 - Founders Day	124,450.00	124,450.00	51,955.00	77,600.00	-46,850.00	37.65%
Revenue Total:	11,832,959.36	11,832,959.36	3,287,975.17	5,890,867.33	-5,942,092.03	50.22%
Expense						
000 - Undesignated	5,797,331.91	5,797,331.91	41,207.99	129,630.97	5,667,700.94	97.76%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	60,000.00	-43,000.00	-252.94%
101 - City Administrators Office	0.00	0.00	45,974.25	251,102.09	-251,102.09	0.00%
102 - City Secretary	29,120.00	29,120.00	13,374.60	77,294.81	-48,174.81	-165.44%
103 - Courts	15,500.00	15,500.00	1,000.00	2,500.00	13,000.00	83.87%
104 - City Attorney	49,000.00	49,000.00	17,500.74	98,560.69	-49,560.69	-101.14%
105 - Communications	132,309.00	132,309.00	18,697.37	128,981.28	3,327.72	2.52%
106 - IT	389,894.84	389,894.84	27,178.52	239,462.23	150,432.61	38.58%
107 - Finance	1,494,123.00	1,494,123.00	41,024.68	413,143.31	1,080,979.69	72.35%
200 - Planning & Development	313,500.00	411,869.92	29,692.98	149,803.17	262,066.75	63.63%
201 - Building	792,000.00	792,000.00	40,134.77	377,106.30	414,893.70	52.39%
300 - Wastewater	1,140,000.00	1,140,000.00	23,978.08	373,059.14	766,940.86	67.28%
304 - Maintenance	2,271,860.00	2,271,860.00	336,618.87	638,385.79	1,633,474.21	71.90%
400 - Parks & Recreation	1,369,101.76	1,369,101.76	100,966.96	330,619.70	1,038,482.06	75.85%
401 - DSRP	683,265.91	683,265.91	56,218.29	303,634.31	379,631.60	55.56%
402 - Aquatics	234,007.09	234,007.09	10,469.80	27,493.68	206,513.41	88.25%
404 - Founders Day	160,025.00	160,025.00	177.51	527.51	159,497.49	99.67%
500 - Emergency Management	94,298.00	94,298.00	-95,628.96	-41,558.30	135,856.30	144.07%
Expense Total:	14,982,336.51	15,080,706.43	708,586.45	3,559,746.68	11,520,959.75	76.40%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,247,747.07	2,579,388.72	2,331,120.65	5,578,867.72	171.78%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,109,665.20	1,109,665.20	43,061.61	456,722.26	-652,942.94	58.84%
Revenue Total:	1,109,665.20	1,109,665.20	43,061.61	456,722.26	-652,942.94	58.84%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	540.00	2,305.47	8,694.53	79.04%
401 - DSRP	1,320,363.82	1,320,363.82	56,294.95	413,391.85	906,971.97	68.69%
Expense Total:	1,331,363.82	1,331,363.82	56,834.95	415,697.32	915,666.50	68.78%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-13,773.34	41,024.94	262,723.56	118.50%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	539,485.58	539,485.58	601,696.85	1,179,317.84	639,832.26	118.60%
300 - Wastewater	17,028,367.68	17,028,367.68	369,002.64	1,290,070.22	-15,738,297.46	92.42%
301 - Water	216,040.00	216,040.00	19,358.04	128,500.50	-87,539.50	40.52%
310 - Utility Operations	329,000.00	329,000.00	65,311.13	230,091.18	-98,908.82	30.06%
Revenue Total:	18,112,893.26	18,112,893.26	1,055,368.66	2,827,979.74	-15,284,913.52	84.39%
Expense						
300 - Wastewater	20,568,326.00	21,381,060.76	200,595.39	1,037,969.53	20,343,091.23	95.15%
301 - Water	105,000.00	109,578.72	20,596.20	49,240.24	60,338.48	55.06%
310 - Utility Operations	1,330,061.17	1,333,086.68	123,506.12	347,043.21	986,043.47	73.97%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	21,306.92	112,488.49	2,117,146.08	94.95%

Budget Report

For Fiscal: FY 2024 Period Ending: Item 5. 4

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	24,233,021.74	25,053,360.73	366,004.63	1,546,741.47	23,506,619.26	93.83%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,940,467.47	689,364.03	1,281,238.27	8,221,705.74	118.46%
Report Surplus (Deficit):	-9,491,204.25	-10,409,913.16	3,254,979.41	3,653,383.86	14,063,297.02	135.10%


Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,247,747.07	2,579,388.72	2,331,120.65	5,578,867.72
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	-13,773.34	41,024.94	262,723.56
400 - Utilities	-6,120,128.48	-6,940,467.47	689,364.03	1,281,238.27	8,221,705.74
Report Surplus (Deficit):	-9,491,204.25	-10,409,913.16	3,254,979.41	3,653,383.86	14,063,297.02



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator 

Date: March 19, 2024

RE: February 2024 City Treasurer's Report

General Fund:

The General Fund received **\$3,287,975.17** in revenues for February.

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

- 100-000-40000: Ad Valorem Tax – The City received \$2,263,490.71 in property tax allocations in February. Through February, 68.04% of the budgeted \$3,389,487.36 has been collected.
- 100-000-40001: Sales Tax Revenue – \$522,919.67 was received in February, of which \$396,993.30 is considered City Revenues and not allocated to either the Utility Fund or through agreements. This is an increase of 19.43% over February 2023 collections.
- 100-000-41000: Solid Waste Franchise Fee – The City received \$17,143.69 from Waste Connections for its quarterly franchise payment.
- 100-200-43002: Zoning Fees – In February, \$84,505.50 was received for review of Planned Development District application.

General Fund expenditures are in line with the amended budget. Some line items of note include:

- 100-000-63004: Dues, Fees & Subscriptions – This line item is currently over budget by \$3,235.86. It is being reviewed to ensure all charges against it have been coded correctly. If any errors are found, they will be resolved with a future Journal Entry. If there are no errors a future budget amendment may be proposed.
- 100-304-64006: Fleet Acquisition – Through February, \$272,223.75 has been spent to purchase new fleet vehicles. All approved vehicles have been purchased and received, except the replacement Administration vehicle. We are still looking for an adequate replacement.

Utility Fund:

The Utility Fund received **\$1,055,368.66** in revenues for February.

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

- 400-300-43018: Wastewater Service Fees – \$291,451.15 from Water Supply Corp. was received in February. This represents two monthly payments.
- 400-300-43024: Over Use Fees – For February, the City received \$28,994.06 from the Water Supply Corp. for over use.
- 400-301-43041: Water Usage - \$13,569.21 was received in February. With these collections, the projected revenues of \$100,000.00 have been exceeded by \$6,467.36.
- 400-310-4101: PEC Franchise Fee – The City received \$45,494.15 from PEC for its quarterly Franchise payment.



DRIPPING SPRINGS
Texas

Utility Fund expenditures are in line with the adopted budget.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$43,061.61** in revenues for February.

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

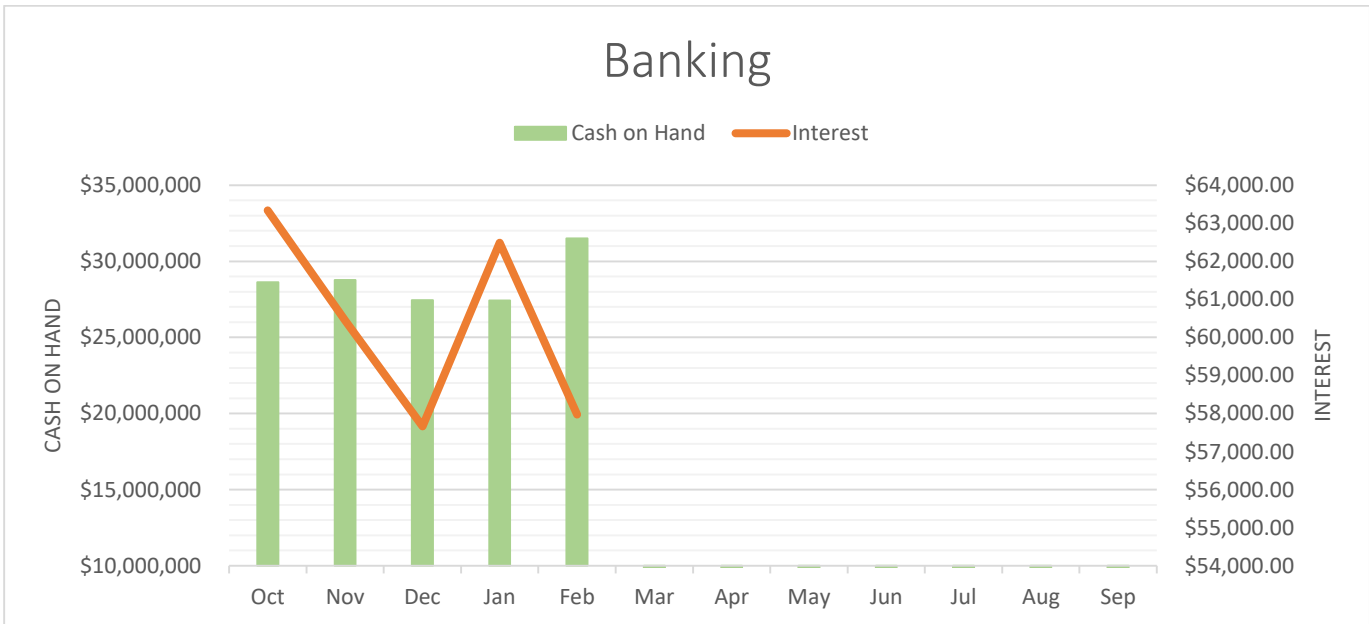
- 200-401-43012: Facility Rentals - \$30,835.75 was received in February.

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

- 200-401-63028: Lift Station Maintenance – The DSRP has been experiencing a number of issues with sediment and debris getting into their lift station. This has caused numerous issues with the pumps. In February, a sand trap was installed. This repair, at \$10,060.50, utilized most of the funding in this line item.

Banking:

On February 29th, the City’s cash balance was **\$31.50 Million**. This is a 14.8% increase from the previous month’s cash balances. A total of **\$57,974.79** was collected in interest revenues in February.





DRIPPING SPRINGS
Texas

Item 6.

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME ATXC DRIPPING SPRINGS LLC
STREET ADDRESS 500 W 2nd Street Suite 1900
CITY Austin STATE Texas ZIP CODE 78701-4673
PHONE 832-289-6030 EMAIL jcq@atxcapital.com

APPLICANT NAME Joe Grasso, PE
COMPANY Doucet
STREET ADDRESS 7401 B Hwy 71 West, Suite 160
CITY Austin STATE Texas ZIP CODE 78735
PHONE 512-583-2636 EMAIL jgrasso@kleinfelder.com

REASONS FOR AMENDMENT

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	ATXC DRIPPING SPRINGS LLC
PROPERTY ADDRESS	26700 RR 12 , DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	ABS 415 9-3106-01-15 PHILIP A SMITH SURVEY 10.00 AC MH- AKA WESTERN WOOD
TAX ID#	17787
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	Single Family Low Density
REQUESTED ZONING/AMENDMENT TO PDD	PDD with Multi-Family District Base Zoning
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	The owner of the property is proposing a Multi-Family Development on a +/-10 acre site. Due to the property size and a water quality buffer zone located through the site, the owner of the property is requesting a Planned Development District for the subject site.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The proposed Multi-Family Development is located on a +/-10 acre site at 26700 RR 12. The development has a total of 19.70 units per acre with open spaces, trails, and an amenity center for residents.

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

(See attached agreement).

YES (REQUIRED)* YES (VOLUNTARY)* NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

Voluntary compliance is strongly encouraged by those not required by above criteria *(see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information).*

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Joe Grasso (Doucet) is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.) Deed Number: 22034734

ATXC Dripping Springs, LLC
Name [Signature]
Jorge Canavati, Manager
Title

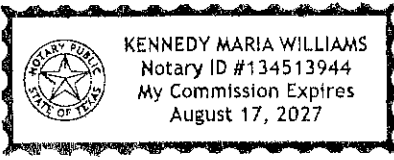
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 7th day of November,
2023 by Kennedy Williams.

[Signature]
Notary Public, State of Texas

My Commission Expires: August 17th, 2027

Name of Applicant



ZONING AMENDMENT SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

Joe Garza
Applicant Signature

11-8-23
Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>) <u>PDF/Digital Copies of all submitted Documents</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input type="checkbox"/>	Plans
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Elevation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of Planned Development District (<i>if applicable</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Copy of the Proposed Zoning or Planned Development District Amendment

Project Number: _____ - _____
Only filled out by staff



DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: ATX RR12 Apartments

Project Address: 26700 RR12 Dripping Springs, Texas 78620

Project Applicant Name: Joe Grasso, PE | Doucet

Billing Contact Information

Name: Joe Grasso

Mailing Address: 7401 B HWY 71 West, Suite 160
Austin, Texas 78735

Email: jgrasso@kleinfelder.com Phone Number: 512-583-2636

Type of Project/Application (check all that apply):

- | | |
|---------------------------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Exterior Design | <input type="checkbox"/> Wastewater Service |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Lighting Plan | <input checked="" type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input checked="" type="checkbox"/> Other <u>Planned Development District</u> |

Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. Please see the online Master Fee Schedule for more details. By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.

Joe Grasso
Signature of Applicant

11-8-23
Date



DATA		3 Story	
36	A2 UNITS 1BD/1BA	735	SF 26,460 SF 20.00%
60	A3 UNITS 1BD/1BA	765	SF 46,900 SF 33.33%
12	A4 UNITS 1BD/1BA	775	SF 9,300 SF 6.67%
36	B1 UNITS 2BD/2BA	955	SF 34,380 SF 20.00%
36	B2 UNITS 2BD/2BA	6,043	SF 37,548 SF 20.00%
180 UNITS		TOTAL NET RENTABLE AREA: 153,588 SF 100.00%	
AVERAGE SQUARE FOOTAGE:		853 SQ. FT.	
LAND: 9.137 Acres		398,004 S.F. 300sf Open Space Required per unit	
DENSITY 19.70 Units/Acre		Open Space Req 54,000 sf	
		Parkland and Usable Open Space Prvd 93,997 sf	
PARKING PROVIDED:		Accessible	
	Standard Parallel	Regular	Van
Surface	270	0	9
Leasing	12	0	1
282		0	2
Total Accessible 11		3.75%	
Handicap Required Parking = 2% of Total		FPD No. (RR 12 Apartments parking requirements)	
MIX	108 1 BR	60.00%	1.6 172.8 Spaces
	72 2 BD	40.00%	1.6 115.2 Spaces
	180 UNITS	100.00%	288 Spaces
		180 # of Units	
		1.63 Spaces per Unit	

Unit Type	Building 1			Building 2			Building 3			Building 4			Building 5			Totals
	Level 1	Level 2	Totals	Level 1	Level 2	Totals	Level 1	Level 2	Totals	Level 1	Level 2	Totals	Level 1	Level 2	Totals	
A2	0	0	0	0	6	6	6	6	18	0	0	0	6	6	18	36
A3	4	4	8	8	8	16	0	0	0	8	8	16	0	0	0	60
A4	2	2	4	0	0	0	0	0	0	2	2	4	0	0	0	12
B1	0	0	0	6	6	12	0	0	0	6	6	12	0	0	0	36
B2	4	4	8	4	4	8	0	0	0	4	4	8	0	0	0	36
	10	10	20	12	12	24	12	12	24	14	14	28	12	12	24	180

Impervious Cover	
119,450	Paving
94,839	Multifamily buildings
5,500	Club
3,000	Pool Deck
2700	A/C pads
600	Transformer pads
15,000	sidewalks (est.)
210,889	Total Impervious
	52.99%
Total Site Area:	398,004 sf
60% area limit:	238,802 sf
Current Design has:	27,913 sf impervious left over

- GRASS
- DRIVES
- SIDEWALKS
- POOL
- 3 STORY
- TREES
- CLUB
- DETENTION

RR 12

Dripping Springs, TX - ATX Capital

NORTH

SCALE: 1:50
IF THIS BAR SCALE DOES NOT MEASURE IF, THEN THE DRAWING IS NOT TO SCALE.

KELLY GROSSMAN
ARCHITECTS, PLLC

280 ADDIE ROY ROAD SUITE 210 AUSTIN, TEXAS 78746 PH: +1 512 327 3397

PROPOSED ELEVATION





City Council Planning Department Staff Report

City Council Meeting: March 29, 2024
Project No: ANNEX2024-0001
Project Planner: Tory Carpenter, AICP – Planning Director

Item Details

Project Name: St. Martin de Porres Catholic Church
Property Location: 26260 Ranch Road 12
Legal Description: 18.1 acres being a portion of lots 1 & 2 in the St. Martin’s Subdivision.
Applicant: Jon Thompson
Property Owners: Diocese of Austin
Request: Request for voluntary annexation and to begin negotiations regarding a service agreement.
Recommendation: Staff recommends acceptance of the annexation petition.



Overview

On February 6, 2024 the Board of Adjustments considered a height variance for a new chapel building on the property. The Board ultimately approved the variance with the condition that this portion of the property be annexed into the City Limits. The applicant has applied for the annexation request to comply with this condition.

Annexation and Zoning Schedule

March 19, 2024 – City Council authorized staff to negotiate the services agreement and proceed with annexation.

April 23, 2024 – The Planning & Zoning Commission conducted a public hearing and voted unanimously to recommend approval of the zoning amendment to CS.

May 7, 2023 – City Council will hold a public hearing, consider an annexation ordinance, and consider the municipal services agreement for annexation of the property.

May 7, 2023 – If annexation is approved, City Council will conduct a public hearing and consider the proposed zoning designation of CS.

Public Notification

None required at this time, but notice will be published for the annexation Public Hearing, as well as the proposed rezoning in accordance with the City’s Code of Ordinances, as well as State Law if the City Council votes to accept the petition for annexation.

Annexation Benefits & Detriments

Benefits to the City for Annexation:

- Lighting Ordinance Applies
- Land Use Control
- Compliance with Building Codes

Detriments to the City for Annexation

- Properties in the corporate limits are afforded an increase in impervious cover (70% vs 35%)

ETJ Annexation Comparison

	ETJ	City Limits (GUI)
Impervious Cover	35%	50%
Landscaping	Applies	Applies
Lighting Ordinance	Does not apply (unless variance requested)	Applies
Land Use Control	None	Limited to Government / Institutional

Attachments

Exhibit 1: Annexation Request

Recommended Action:	Staff recommends acceptance of the annexation petition.
Alternatives/Options:	Refusal of the proposed annexation petition.
Budget/Financial Impact:	None calculated at this time, however, those properties in the city limits could be subject to property taxes depending on ownership.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A



City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME St. Martin de Porres Catholic Church (Diocese of Austin, Bishop's Office)

STREET ADDRESS 6225 Hwy 290 E

CITY Austin STATE Texas ZIP CODE 78723

PHONE (512) 858-5667 EMAIL frjustin@stmartindp.org

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Diocese of Austin, c/o Bishop Gregory Aymond, or Bishop's Office
PROPERTY ADDRESS	26160 RR 12, Dripping Springs, Texas 78620
CURRENT LEGAL DESCRIPTION	Portions of Lots 1 & 2 of the St. Martins Subdivision
TAX ID#	R43486 & R43487
CURRENT LAND USE	Church related use
REQUESTED ZONING	GUI
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	These 18.1 acres are a hole in the city limits and portions of the HaysCAD parcels are already annexed into the City. This annexation unifies all of the Church's property into the city limits.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	Improvements for the expansion of the St. Martin de Porres Catholic Church expansion.

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Jon Thompson is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. 762, Pg. 329.) and V2253, P354

Rev. Justin Nguyen
Name

Pastor
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §



This instrument was acknowledged before me on the 23 day of JAN,
2024
2021 by Justin Ngan.

Casey Jones
Notary Public, State of Texas

My Commission Expires: 7/7/2024

Jon Thompson, J Thompson Professional Consulting
Name of Applicant

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:


 Applicant Signature

01/19/24
 Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any Agreements with City including Utility or Development (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district

Received on/by: _____

Project Number: _____ - _____
Only filled out by staff



DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: St. Martin de Porres Catholic Church Annexation

Project Address: 26160 RR 12, Dripping Springs, Texas 78620

Project Applicant Name: Jon Thompson, J Thompson Professional Consulting

Billing Contact Information

Name: Father Justin Nguyen, St. Martin de Porres Catholic Church

Mailing Address: PO Box 1062

Dripping Springs, Texas 78620

Email: frjustin@stmartindp.org Phone Number: (512) 858-5667

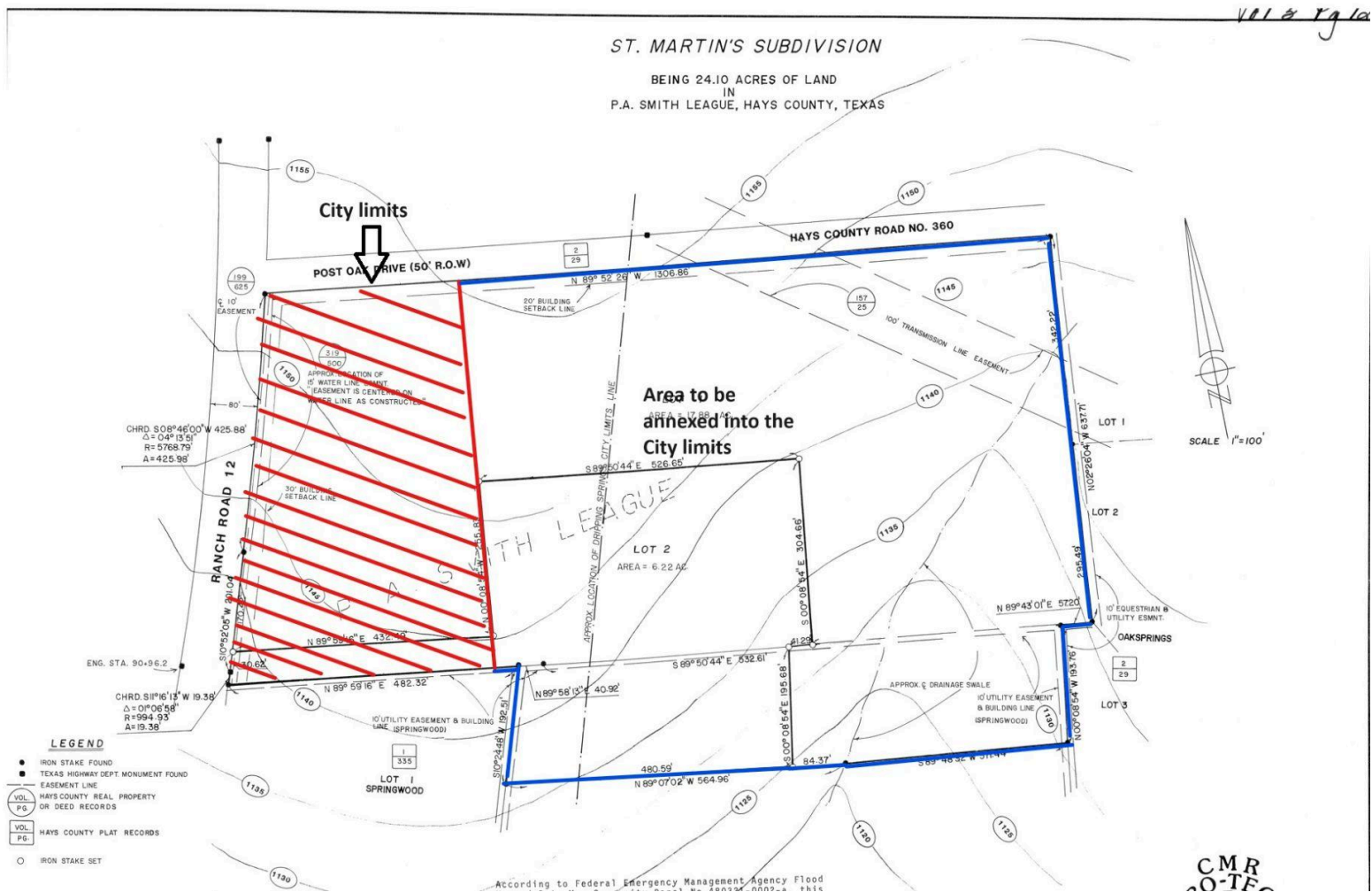
Type of Project/Application (check all that apply):

- Alternative Standard
- Certificate of Appropriateness
- Conditional Use Permit
- Development Agreement
- Exterior Design
- Landscape Plan
- Lighting Plan
- Site Development Permit
- Special Exception
- Street Closure Permit
- Subdivision
- Waiver
- Wastewater Service
- Variance
- Zoning
- Other Annexation

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*


Signature of Applicant

01/19/24
Date



St. Martin de Porres Catholic Church Area to be Annexed



To: Mayor Bill Foulds Jr. & City Council
From: Tory Carpenter, AICP – Planning Director
Date: March 19, 2024
RE: Fee Amendment – ETJ Site Development

I. Overview

During consideration of a fee appeal for a site development permit within the ETJ on January 16, 2024, the City Council directed staff to evaluate a potential reduction in fees for site development permits for projects in the ETJ.

At their March 5 meeting, the City Council further directed staff to provide a fee amendment reducing the fee for site developments within the ETJ by 20%. This fee amendment is in response to that direction.

II. ETJ Site Plan Analysis

Staff reviewed and compared our site plan requirements as outlined below:

Requirement	City Limits	ETJ
Vicinity map	Required	Required
Property plat or boundary survey	Required	Required
Names of adjacent properties and owners	Required	Required
Location, width, and names of existing or platted streets	Required	Required
Easements	Required	Required
Existing buildings and railroad rights-of-way	Required	Required
Topography	Required	Required
Natural features	Required	Required
Thoroughfares, collector streets, and intersections	Required	Required
Specific configuration of streets, lots, and blocks	Required	Required
Driveways	Required	Required
Buildings	Required	Required
Floodplains and drainageways	Required	Required
Utilities and easements	Required	Required
Drainage structures	Required	Required
Retention/detention ponds	Required	Required

Fences, signage, etc.	Required	Required
Erosion and sedimentation control plan	Required	Required
Sidewalk	Required	Required
Utilities	Required	Required
Development agreement compliance	Required	Not required
Zoning compliance	Required	Not required
Planned development districts compliance	Required	Not required
Relationship to adjacent uses	Required	Not required
Traffic circulation	Required	Not required
Parking	Required	Not required
Street design	Required	Not required
Landscaping	Required	Not required
Lighting	Required	Not required

While ETJ site development permits require similar administrative and coordination efforts than other site development permits, they typically involve less complex reviews and inspections.

Staff Recommendation:

Given the reduced staff time needed for reviewing and inspecting ETJ site development permits, staff proposes a fee amendment establishing a 20% reduction for ETJ projects compared to city limits site development plan fees.

CITY OF DRIPPING SPRINGS

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING THE CITY OF DRIPPING SPRINGS FEE SCHEDULE, SECTION 3. SITE DEVELOPMENT; MODIFYING THE FEE SCHEDULE FOR SITE DEVELOPMENT PERMIT FEES FOR PROJECTS WITHIN THE EXTRATERRITORIAL JURISDICTION BUT OUTSIDE DEVELOPMENT AGREEMENT AREAS

WHEREAS, the City Council finds that the attached schedule of fees, as amended, is reasonable and prudent considering the municipal effort and resources that must be expended to review and evaluate site development permits within the ETJ but outside of Development Agreement areas; and

WHEREAS, the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City.

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

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

Section 3.1 of the City of Dripping Springs Fee Schedule is hereby established so to read in accordance with *Exhibit A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance is hereby repealed to the extent of such conflict, and the provisions of this

Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

By: _____
Bill Foulds Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

SECTION 3. SITE DEVELOPMENT

* * *

3.1 Site Development Permit Application Fees

- 3.1.1 Pre-Application Conference Fee: \$180.00 (cost put towards application fee if application is filed within twelve (12) months of conference.)
- 3.1.2 Minor Projects (less than \$10,000.00): \$500.00
- 3.1.3 Small Projects (\$10,000.00 - \$50,000.00): \$1,000.00
- 3.1.4 Medium Projects (\$50,000.00 - \$100,000.00): \$1,500.00 and 1.5% of the estimated total construction cost of the improvements required by the Site Development Ordinance.
- 3.1.5 Large Projects (\$100,001.00 - \$500,000.00): \$2,000.00 and 1.5% of the estimated total construction cost of the improvements required by the Site Development Ordinance.
- 3.1.6 Mega Projects (greater than \$501,000.00): \$2,000.00 and 1.5 % of the estimated total construction cost of the improvements required by the Site Development Ordinance.
- 3.1.7 Project cost estimate includes all the site-related work (does not include costs of vertical structures, pump stations); cost estimate must be reasonable and based on current costs. The City shall determine the reasonableness of costs.
- 3.1.7.1 Site development permit fees for projects within the ETJ, but outside of Development Agreement areas, shall be assessed at 80% of the rates calculated above.
- 3.1.8 Temporary Projects: \$250.00 for temporary improvements between 15 and 30 days.
- 3.1.9 Site Development Permit Amendments/Engineer Adjustment Fee: \$1,000.00
- 3.1.10 Public Notice Signage: \$25.00



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: March 19, 2024

Agenda Item Wording: Discuss and consider approval of an Amended and Restated Water Agreement with the West Travis County Public Utility Agency *Sponsor: Mayor Bill Foulds*

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

Summary/Background: This Amended and Restated Agreement with the WTCPUA replaces the existing 2003 contract for wholesale water that the City had with LCRA. An restated contract is needed to clarify rights and responsibilities that were not clear in the 2003 Agreement (because certain developments could not have been foreseen at the time), because under the current contract each time a new development needed water and amendment was required to the 2003 contract, and because the WTCPUA insisted on having a restated agreement before it agreed to build an elevated storage tank to accommodate providing water service to City customers.

The salient points of this restated agreement are as follows:

1. Defined wholesale service area
 - The City of Dripping Springs retains the Service area that was negotiated in the 2003 LCRA Agreement.
2. Maximum level of service to be provided
 - WTCPUA will provide water service on a wholesale basis to the City of Dripping Springs in an amount up to 7,000 LUEs provided that the City has a raw water contract from LCRA for all requested water service. The City has that Contract with LCRA.
 - The City does not need to get a raw water contract for areas already being service by the City (Driftwood, Blue Blazes).
 - The City may ask for more water in the future, but the WTCPUA is not obligated to provide it.
3. WTCPUA has agreed to fund and construct a 1 million gallon 1340 EST for the benefit of the City's wholesale service area but have no obligation to provide storage beyond that.
 - The City of Dripping Springs will provide the site for the 1340 EST and convey EST to the WTCPUA in the form of an exclusive easement.
4. Use of Supplement to Wholesale Agreement for new developments

- Simple form that specifies Max Day Reservation, Maximum Annual Quantity and Maximum Peak Day use for each delivery point.
 - Each new development must submit an SER application which will be reviewed by engineering staff to determine availability of service at the desired delivery point. A Service Availability Letter identifying the level of service and any conditions for service shall be incorporated into the Supplement to Wholesale Agreement.
 - As Supplement agreements are approved by the WTCPUA General Manager, the developer will begin paying monthly base fee charges (based on the absorption schedule for the development).
 - o Developers will have two options to reserve capacity:
 - 1) Pay reservation fees on all committed LUEs or
 - 2) Pay impact fees for LUEs annually in the amount identified in the amortization schedule and pay reservation fees on the remaining balance. If reservation fees are paid, the monthly base fee will be adjusted with future rate studies.
5. Fees
- The City will pay \$5000 deposit for engineering and legal fees related to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the City's Deposit, the WTCPUA shall invoice City for such additional amounts and payment by City shall be due upon its receipt of such invoice.
6. Collection of Impact Fees (as of the writing of this Staff Report, this issue is still being negotiated).
- WTCPUA will collect Impact Fees prior to signing final plat.
 - o The City will require full payment of Impact Fees upon recordation of the final plat. The final plat will have a signature block for the WTCPUA as the wholesale provider. WTCPUA will sign the plat upon receipt of all impact fees.
7. Reporting
- The City will provide copies of monthly operation reports indicating peak day consumption.
 - City will make available records for retail connections to the City system.
8. Final Plat
- City will provide a final subdivision plat and address plat for property within City's wholesale service area and provide notification of approved sections and/or projects.
 - o Final plat must be signed by WTCPUA.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Approve as presented.

DRAFT: FOR REVIEW ONLY
02/26/202403/08/20243/13/2024

**AMENDED AND RESTATED WHOLESALE WATER SERVICES AGREEMENT
BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
THE CITY OF DRIPPING SPRINGS**

This AMENDED AND RESTATED WHOLESALE WATER SERVICES AGREEMENT (this “**Agreement**”) is made and entered into by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created pursuant to Chapter 572, Texas Local Government Code (“**WTCPUA**”) and THE CITY OF DRIPPING SPRINGS, a Texas municipality (the “**City**”).

RECITALS

1. WTCPUA owns and operates raw water intake and pumping system facilities, a water treatment plant, treated water storage facilities, and treated water transmission and distribution facilities which have been designed to serve the existing needs of customers in western Travis and northern Hays County, and which may be expanded and added to serve future needs of WTCPUA water customers (collectively, the “**WTCPUA Water System**”).
2. The City is a WTCPUA wholesale customer pursuant to that certain March 11, 2003 Wholesale Water Services Agreement as assigned by the Lower Colorado River Authority (“**LCRA**”) to the WTCPUA (“**2003 Agreement**”) and amended from time to time as listed on **Exhibit A** (the “**Previous Amendments**”).
3. WTCPUA and City now desire to amend and restate their agreement regarding the provision of Wholesale Water Services, as more fully defined herein, to City under the conditions described in this Agreement. Specifically, WTCPUA has agreed to construct an elevated storage tank for the benefit of the City’s wholesale service area and, in return, the City agrees to clarification of (i) its wholesale service area, (ii) the maximum level of service to be provided, and (iii) the process for evaluating and providing for new delivery points for the wholesale service area and the use of a Supplement to Wholesale Agreement form for individual projects in the Wholesale Service Area.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WTCPUA and City replace the 2003 Agreement in its entirety and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

“**Agreement**” means this agreement.

“**Annual Raw Water Supply**” means the amount of water necessary to serve ~~7000~~ 7000 LUEs on an annual basis.

“**AWWA**” means the American Water Works Association.

“**City**” means the City of Dripping Springs.

“**City System**” means the City’s water transmission, distribution and delivery systems that provide service to the City’s retail customers through the Wholesale Water Services provided under this Agreement, including any facilities required to extend service to the Wholesale Service Area from City’s side of the Delivery Points. The City System shall be owned, operated and maintained by City and shall not include the Master Meter or any facilities on WTCPUA’s side of the Delivery Points.

“**Delivery Points**” means the point or points at which WTCPUA will deliver treated water to the City under this Agreement at locations approved by the WTCPUA for each Proposed Development as specified in a Supplement to Wholesale Agreement.

“**Delivery Point Improvements**” means the installation of the tap and Master Meters at the Delivery Points, and any valves and pressure reducing devices required by WTCPUA for City to connect to and receive service from the WTCPUA Water System but does not include any facilities on WTCPUA’s side of the Delivery Points and does not include any facilities comprising the City System.

“**Effective Date**” means the last date this Agreement has been executed by both City and WTCPUA.

“**Emergency**” means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of WTCPUA. The term includes Force Majeure and acts of third parties that cause the WTCPUA Water System to be unable to provide the Wholesale Water Services agreed to be provided herein.

“**Force Majeure**” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than WTCPUA or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, 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 a party.

“**LCRA**” means the Lower Colorado River Authority.

“**Improvements**” means extensions or additions to the WTCPUA Water System that are not identified as WTCPUA Capital Projects that need to be completed to allow the WTCPUA to provide service to a particular project and Delivery Point in the Wholesale Service Area as identified in a Supplement to Wholesale Agreement in the form at **Exhibit B** and approved by the parties in accordance with this Agreement.

“**LUE**” or “**Living Unit Equivalent**” means an amount of Wholesale Water Services sufficient for one single family residential connection or its equivalent. The number of LUEs for each retail connection in the Wholesale Service Area for each Supplement to the Wholesale Agreement shall be calculated based on the WTCPUA Service Rules and Policies governing the calculation of LUEs for service connections at the time of the execution of that particular Supplement to the Wholesale Agreement.

“**Master Meters**” means the master meters meter vault, and all metering and telemetering equipment required to measure Wholesale Water Services provided by WTCPUA pursuant to this Agreement that shall be installed by City at the Delivery Points as described in this Agreement.

“**Max Day Reservation**” means the maximum amount of water to be delivered by WTCPUA to the City at a specific Delivery Point on an average daily basis in accordance with the flow rates and capacity commitments established for such Delivery Point in a Supplement to Wholesale Agreement. The Max Day Reservations for all Delivery Points combined may not exceed the Annual Raw Water Supply.

“**Maximum Annual Quantity**” means the Max Day Reservation computed as a daily average over a calendar year for a specific Delivery Point as identified in a Supplement to Wholesale Agreement.

“**Maximum Peak Day Use**” means the maximum amount of water to be delivered by WTCPUA to the City at a specific Delivery Point in a single 24-hour period in accordance with the flow rates and capacity commitments established for such Delivery Point in a Supplement to Wholesale Agreement.

“**Monthly Charge**” means the monthly charge by the WTCPUA to the City for the provision of Wholesale Water Services by the WTCPUA to the Wholesale Service Area as described in this Agreement.

“**Parties**” means the City of Dripping Springs and the WTCPUA.

“**Proposed Development**” means an individual development project in the Wholesale Service Area to which the City intends to provide retail water service.

“**Raw Water Contract**” means the Water Sale Contract entered into between the City and the LCRA, as it may be amended, superseded or supplemented, executed on September 22, 2022.

“**Raw Water Supply**” means the 2,438 acre-feet per annum of raw water that the City shall reserve from LCRA under the Raw Water Contract for the Wholesale Service Area for the provision of Wholesale Water Services.

“**Reservation Fee**” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.

“**Reservation Period**” shall mean a five (5) year period commencing on the date of the Supplement to Wholesale Service Agreement.

“**Service Availability Letter**” means the letter issued by WTCPUA in response to an application by the City to the WTCPUA for a new Delivery Point in the Wholesale Service Area identifying the terms and conditions of service to such new Delivery Point, including identification and funding of Improvements, needed WTCPUA Capital Improvements, and the Max Day Reservation.

“**Supplement to Wholesale Agreement**” means the form at [Exhibit B](#) to be executed by the parties establishing service levels and conditions for individual projects at specific Delivery Points in the Wholesale Service Area.

“**TCEQ**” means the Texas Commission on Environmental Quality or its successor agency.

“**USFWS MOU**” means the “Memorandum of Understanding” between the LCRA and the United States Fish and Wildlife Service, dated May 24, 2000, and the “Settlement Agreement and Stipulation of Dismissal” from the lawsuit Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS).

“**Water Impact Fee**” means a charge imposed per water LUE in accordance with Chapter 395 of the Local Government Code for funding the costs of water capital improvements or facility expansions necessary to serve the Wholesale Service Area in the amount set forth in the WTCPUA Service Rules and Policies and as amended from time to time by the WTCPUA Board of Directors.

“**Wholesale Water Services**” means the diversion of the Raw Water Supply from the Colorado River, the transmission of the Raw Water Supply to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Points.

“**Wholesale Service Area**” means the territory more particularly described or depicted in [Exhibit A of the 2003 Agreement, which is incorporated herein by reference. ~~Exhibit C attached hereto.~~](#)

“**WTCPUA**” means the West Travis County Public Utility Agency or its successor.

“**WTCPUA Capital Projects**” means WTCPUA capital projects identified in a WTCPUA current or future capital improvements plan that need to be completed to allow the WTCPUA to provide service to a particular project and Delivery Point in the Wholesale Service Area as identified in a Supplement to Wholesale Agreement in the form at **Exhibit B** and approved by the parties in accordance with this Agreement.

“**WTCPUA Service Rules and Policies**” means the WTCPUA’s Schedule for Rates, Fees, and Charges, the WTCPUA Service and Development Policies, and any other rules or policies applicable to the provision of wholesale treated water service, as amended by the WTCPUA Board of Directors from time to time.

“**WTCPUA Service Area**” means the service area for the WTCPUA Water System, as depicted in the WTCPUA Service Rules and Policies, together with such other service areas as may be added by WTCPUA in the future.

“**WTCPUA Water System**” means the facilities owned and operated by WTCPUA, as described in this Agreement, together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide water or Wholesale Water Services to WTCPUA’s customers in the WTCPUA Service Area. The WTCPUA Water System does not include any improvements on City’s side of a Delivery Point for purposes of this Agreement, and does not include any facilities used by WTCPUA solely to provide retail potable water service, such as costs of retail distribution lines and related valves, pressure reducing devices, pressure boosting facilities and improvements; retail meters and taps and individual retail customer service lines.

“**WTCPUA Water Conservation and Drought Contingency Plan**” means, collectively, the WTCPUA Water Conservation Plan and the WTCPUA Drought Contingency Plan, as may be amended by the WTCPUA Board of Directors from time to time. A copy of the WTCPUA Water Conservation and Drought Contingency Plan in effect as of the Effective Date is attached hereto as **Exhibit D**.

“**1340 EST**” means the elevated storage tank to be funded and constructed by WTCPUA located at the 1340 pressure plane as shown on **Exhibit C**.

“**1340 EST Site**” means the site the City will cause to be conveyed to WTCPUA for the construction of the 1340 EST as generally shown on **Exhibit -C-** and to be conveyed to WTCPUA as provided in this Agreement.

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.

ARTICLE II
PROVISION OF WHOLESALE WATER SERVICES

Section 2.01 Wholesale Water Services. WTCPUA agrees to provide Wholesale Water Services to the City for the Wholesale Service Area in an amount and quantity no greater than the Annual Raw Water Supply and in accordance with the flow limitations and other provisions of this Agreement, including the provisions located in Article III, all as hereafter specified.

Section 2.02 City Responsible for Retail Connections. City will be solely responsible for providing retail water service within the Wholesale Service Area. City shall not provide or sell water received under this Agreement to any entity, private or public, other than the City's retail customers located within the Wholesale Service Area. City will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the WTCPUA Service Rules and Policies, and for the proper and lawful application of City's policies and regulations governing connection to the City System.

Section 2.03 Diversion of Water; Primary Source.

- a. WTCPUA agrees to provide Wholesale Water Services to City for the Raw Water Supply purchased by the City from LCRA pursuant to the Raw Water Contract in accordance with the terms provided in this Agreement.
- b. Except for the Previous Amendments identified on **Exhibit A** for which WTCPUA provides raw water, it shall be the City's sole responsibility to secure and maintain the right for WTCPUA to divert and use water under the Raw Water Contract as may be necessary in order for WTCPUA to provide Wholesale Water Services to the City. Water made available under the Raw Water Contract and provided through the Wholesale Water Services furnished by WTCPUA pursuant to this Agreement will be used by City in order to provide potable water service within the Wholesale Service Area prior to the use of potable water obtained from any other source.
- c. WTCPUA, by entering into this Agreement with City, does not confer upon City, and City, as a result of this Agreement, shall never have or claim, any interest in raw water owned or controlled by WTCPUA.
- d. The Parties agree that the Master Meters shall be utilized for purposes of measuring the quantity of raw water purchased by the City under the Raw Water Supply Contract, and the WTCPUA agrees to fully cooperate with the City for purposes of furnishing all Master Meter readings to LCRA for City billing and payment purposes under the Raw Water Contract.

Section 2.04 Title to and Responsibility for Water.

- a. Title to the water diverted, treated, and transported to City by WTCPUA under this Agreement shall remain with WTCPUA at all times until it reaches the Delivery Points. At the Delivery Points, title, control, and dominion of the water shall pass to the City.

- b. City shall be solely responsible for conveying water from the Delivery Points to the City's intended places of use.

Section 2.05 Delivery Points, Supplement to Wholesale Agreement, Quantity and Pressure.

- a. Subject to the terms of this Agreement, including Section 2.01 above and Article III below, WTCPUA agrees to divert, transport, and treat for City, water requested by City for the Wholesale Service Area, up to, but not in excess of, the Annual Raw Water Supply at maximum daily flow rates or maximum hourly rates expressed in gallons per day and gallons per hour for specific Delivery Points within the Wholesale Service Area pursuant to a written Supplement to Wholesale Agreement to be executed by the parties for each Proposed Development in the Wholesale Service Area. The Parties agree that the Previous Amendments remain in full force and effect, are consistent with the provisions of this restated Agreement without further amendment or modification, and are to be treated as Supplements to Wholesale Agreement.
- b. The City shall follow the process established in the WTCPUA Service Rules and Policies for new development (file a Service Extension Request as defined in the WTCPUA Service Rules and Policies) to confirm availability of service at its desired Delivery Points, and the WTCPUA shall evaluate the City's application and issue a Service Availability Letter identifying the level of service available and any conditions for service related to Improvements and WTCPUA Capital Projects. Such conditions shall be incorporated into any Supplement to Wholesale Agreement.
- c. WTCPUA shall provide Wholesale Water Services at the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time).— WTCPUA reserves the right to require the City, at its expense, to install flow restriction devices of such type and at such locations as WTCPUA may reasonably specify in order to restrict the flow of water to City to the specified levels.
- d. WTCPUA will construct the 1340 EST. The Parties agree that WTCPUA shall have no obligation to provide elevated storage as a part of its WTCPUA Capital Projects for the Wholesale Service Area beyond the 1340 EST and the level available in the WTCPUA Water System as of the Effective Date.
- e. If the demands of City for Wholesale Water Services ever exceed the amount specified in this Agreement, then City shall notify WTCPUA of the amount of additional potable water needed. If WTCPUA is unable to provide the additional water required by City, City, at its option, may acquire additional water from other sources so long as the addition of such other sources does not conflict with or impact the WTCPUA Water System or the collection of Water Impact Fees for connections served by the WTCPUA.
- f. The City, at any time and upon first giving WTCPUA sixty (60) days prior written notice, may reduce the Annual Raw Water Supply. The written notice furnished by City to WTCPUA shall specify the number of LUEs to be released. In the event of any such reduction, WTCPUA's obligation to provide Wholesale Water Services shall be reduced

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accordingly. Notwithstanding the foregoing, the City shall not reduce its Annual Raw Water Supply for the Wholesale Service Area to a quantity less than 2,438 acre-feet per year without the written approval of the WTCPUA.

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Section 2.06 Quality of Water Delivered to City. The water delivered by WTCPUA at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations, or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use. Each Party agrees to provide to the other Party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

Section 2.07 Maintenance and Operation; Future Construction. WTCPUA shall be responsible for operating, maintaining, repairing, replacing, extending, improving, and enlarging the WTCPUA Water System, including the Master Meters, in good working condition and shall promptly repair any leaks or breaks in the WTCPUA Water System. City shall be responsible for operating, maintaining, repairing, replacing, extending, improving, and enlarging the City System in good working condition and shall promptly repair any leaks or breaks in the City System.

Section 2.08 Rights and Responsibilities in Event of Leaks or Breaks. City shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Points even if such water passed through the Delivery Points as a result of leaks or breaks in the City System. In the event a leak, break, rupture or other defect occurs within the City System that could either endanger or contaminate the WTCPUA Water System or prejudice WTCPUA's ability to provide water service to its other customers, WTCPUA, after providing reasonable notice to City and an opportunity for consultation, shall have the right to take reasonable, appropriate action to protect the public health or welfare of the WTCPUA Water System or the water systems of WTCPUA's customers including, without limitation, the right to restrict, valve off or discontinue service to City until such leak, break, rupture or other defect has been repaired.

Section 2.09 Wholesale Service Commitment Not Transferable. WTCPUA's commitment to provide Wholesale Water Services is solely to City and solely for the Wholesale Service Area. City may not assign or transfer in whole or in part its right to receive Wholesale Water Services without WTCPUA's prior written approval. Notwithstanding the foregoing, the WTCPUA reserves the right to provide water service to other properties located within the WTCPUA Service Area, as may be amended from time to time.

Section 2.10 Conservation and Drought Planning. City, by signing below, certifies that it has adopted a water conservation plan and a drought contingency plan in compliance with TCEQ rules, 30 Texas Administrative Code, Chapter 288, and that the provisions of such plans are at least as stringent as the provisions of the WTCPUA Water Conservation and Drought Contingency Plan. City agrees that it will enforce such water conservation plan and drought contingency plan in the Wholesale Service Area.

Section 2.11 Plumbing Regulations. To the extent WTCPUA and City have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection nor other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows it to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices.

Section 2.12 Curtailment of Service. The Parties agree that, if water service is curtailed by WTCPUA to other similarly situated customers of the WTCPUA Water System, WTCPUA may impose a like curtailment, with a minimum of 48-hour written notice (except in emergency situations which do not allow for 48-hour notice) to City, on Wholesale Water Services delivered to City under this Agreement. WTCPUA will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit WTCPUA from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an Emergency circumstance. The City acknowledges and agrees that the WTCPUA’s provision of Wholesale Water Services under this Agreement is subject to applicable provisions of the WTCPUA Water Conservation and Drought Contingency Plan.

Section 2.13 Fire Flows. The City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Wholesale Service Area. As such, the City is solely responsible for the installation and maintenance of any water improvements necessary to provide fire flows to the Wholesale Service Area. Such improvements, if installed, shall be located on the City’s side of the Delivery Points.

Section 2.14 Cooperation During Maintenance or Emergency. City will reasonably cooperate with WTCPUA during periods of Emergency or required maintenance.

Section 2.15 Right of Entry. City agrees to provide WTCPUA the right of entry and access to the City System at all reasonable times upon prior notice in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Water Services.

Section 2.16 Maintenance of Raw Water Supply. City shall be responsible for maintaining compliance with its Raw Water Contract. In the event the LCRA terminates or suspends the Raw Water Supply to the City for any reason, WTCPUA may similarly terminate or suspend its provision of Water Services under this Agreement. Except for the Previous Amendments identified on **Exhibit A** for which WTCPUA provides raw water, the WTCPUA shall not be responsible for the provision of raw water and shall not commence Wholesale Water Services to the Wholesale Service Area until the Raw Water Contract is fully executed and effective or amended to include the Raw Water Supply or any future additional water supply that may be needed to serve the Wholesale Service Area.

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ARTICLE III
CONSTRUCTION OF IMPROVEMENTS AND METERING PROVISIONS;
CONVEYANCE OF 1340 EST SITE

Section 3.01 As a condition precedent to the commencement of Wholesale Water Services by the WTCPUA to a particular project in the Wholesale Service Area, the City shall install, or cause the installation of Improvements to the WTCPUA Water System necessary for that particular project (and not otherwise already included in a WTCPUA Capital Improvement Plan) identified a Supplement to Wholesale Agreement. The design, location, and installation of the Improvements are subject to prior review and written approval by WTCPUA, which approval shall not be unreasonably withheld, denied or delayed provided the facilities comply with applicable standards of the TCEQ and the WTCPUA. WTCPUA acknowledges that timely review and approval of the plans for the Improvements are necessary in order for City to begin providing service as contemplated by this Agreement. The WTCPUA agrees to review all plans and either approve the plans or provide written comments specifically identifying the required changes within a reasonable amount of time from the submittal, provided that all submittals are complete. After completion of installation of the Improvements and inspection and written acceptance by the WTCPUA, City shall, as a condition precedent to this Agreement, dedicate and convey the Improvements to WTCPUA free and clear of any liens, claims and encumbrances and execute an appropriate document in form and substance reasonably acceptable to WTCPUA evidencing the dedication and conveyance. The Improvements shall be located in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. Thereafter, the Improvements will be part of the WTCPUA Water System, and WTCPUA will repair, maintain, and replace the Improvements. The WTCPUA shall not commence Wholesale Water Services to a particular project in Wholesale Service Area until Improvements are accepted by and conveyed to the WTCPUA.

Section 3.02 Master Meter Accuracy; Calibration.

(a) The Master Meters shall be calibrated each calendar year by the WTCPUA. Such costs and expense shall be paid by the WTCPUA. The WTCPUA shall provide not less than 48 hours prior written notice of each such calibration, and a representative of the City may be present to observe each calibration.

(b) The Master Meters may be calibrated at any reasonable time by either party to this Agreement, provided that the party making the calibration notifies the other party in writing at least five days in advance and allows the other party to witness the calibration. In the event any question arises at any time as to the accuracy of the Master Meter, but not more than a frequency of once per consecutive 12-month period without mutual consent of both parties, then the Master Meter shall be tested by WTCPUA promptly upon request by the City. The expense of such test shall be borne by City if the Master Meter is found to be within AWWA and manufacturer's standards of accuracy for the type and size of meter, and by WTCPUA if the Master Meter is found to not be within AWWA and manufacturer's standards for the type and size of meter.

(c) If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of AWWA and manufacturer's standards for the type and size of meter), the readings

of the Master Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon and WTCPUA shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- (1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- (2) a period extending back one-half of the time elapsed since the last previous test;

The records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

Section 3.03 Conveyance of 1340 EST Site. As a condition of Wholesale Water Services to the City pursuant to this Agreement, the City shall convey or cause to be conveyed to the WTCPUA the 1340 EST Site at a size, location, layout, and form and manner acceptable to WTCPUA, at the location generally shown on Exhibit C. The conveyance shall be in the form of an exclusive easement for the benefit of the WTCPUA or fee simple title with adequate access from a public right of way, and the City shall convey the 1340 EST Site within three months of the Effective Date.

ARTICLE IV **RATES AND CHARGES**

Section 4.01 Wholesale Water Rates, Charges, and Fees

(a) City will pay WTCPUA for the Wholesale Water Services provided under this Agreement based on rates, charges, and fees for the Wholesale Water Services set by the WTCPUA Board of Directors and amended from time to time. The WTCPUA shall provide Wholesale Water Supply to the City for the Wholesale Service Area in an amount not to exceed the number of LUEs identified in a Supplement to Wholesale Agreement for a particular project as measured at the Delivery Points. The Parties agree that pursuant to the Agreement, the City shall provide retail potable water utility service for the Wholesale Service Area to such numbers of LUEs.

(b) The Supplement to Wholesale Agreement shall specify a Max Day Reservation, a Maximum Annual Quantity, and a Maximum Peak Day Use for each Delivery Point. In the event the total quantity of water as measured at the Delivery Point exceeds the Maximum Annual Quantity and/or the Maximum Peak Day Use, the WTCPUA may assess, and the City agrees to pay a water surcharge for water used that is in excess of such amount. In addition, to address repeated exceedances of the Maximum Annual Quantity and/or Maximum Peak Day Use, the WTCPUA may install, at the City's sole cost, a water rate flow of controller to restrict or limit the maximum flow at the Delivery Point.

(c) The City shall be solely responsible for establishing, billing, and collecting water or other rates, charges, and fees from customers within the Wholesale Service Area in accordance with applicable law. Failure to collect from its customers will not affect the City's obligation to make all payments due to the WTCPUA.

(d) The City shall deposit with the WTCPUA the sum of \$5,000 ("City Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to a Proposed Development in the Wholesale Service Area. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the City's Deposit as specified above, the WTCPUA shall invoice City for such additional amounts and payment by City shall be due upon its receipt of such invoice. Delay by City in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Facilities and the commencement of service to the Proposed Development. Any funds remaining in the City Deposit not used by the WTCPUA shall be reimbursed to City upon the commencement of service in accordance with Article IV.

Section 4.02 Monthly Charge and Volume Charge

(a) The WTCPUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Monthly Charge and Volume Charge for each wholesale customer, including the City for the Wholesale Service Area, and may be adjusted from time to time by the WTCPUA's Board of Directors.

(b) The City shall pay to the WTCPUA a Monthly Charge for each full calendar month in accordance with Section 4.04(b). The Monthly Charge has been designed primarily to recover allocated pro-rata debt service for installment payments to the LCRA, including interest, and for the City's pro-rata share of debt related to capital costs, including interest, for facilities necessary to maintain and expand WTCPUA System capacity to serve the Wholesale Service Area, including costs for rehabilitation and regulatory improvements which may be necessary to provide continuous and adequate service. The Monthly Charge shall be the amount specified for a specific project in the Supplement to Wholesale Agreement and shall be assessed by the WTCPUA on a monthly basis. The absorption (i.e., build-out) schedule used as part of the Monthly Charge calculation for the Wholesale Service Area is thirty (30) years, and shall be based on a schedule included in the Supplement to Wholesale Agreement for a Proposed Development. The City shall pay the Monthly Charge regardless of whether build-out within the Wholesale Service Area meets the absorption schedule used to develop the Monthly Charge. ~~The Monthly Charge shall be reduced by the amount of Reservation Fees paid by the City for the associated LUEs as specified in the Supplement to Wholesale Agreement.~~

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(c) The City shall pay to the WTCPUA a monthly Volume Charge for the diversion, transportation, treatment, and delivery of the actual amount of water delivered to the City for the Wholesale Service Area, as measured by the Master Meter at each Delivery Point for a Proposed Development. The Volume Charge shall recover the City's pro-rata portion of the WTCPUA's expenses associated with operating and maintaining the WTCPUA System, including system raw

water loss. The Volume Charge does not include any charges for raw water, and the City shall remain liable for such costs under the Raw Water Contract with LCRA.

(d) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City's monthly operating reports indicating the City's peak day consumption for the Delivery Points and Wholesale Service Area.

Section 4.03 Amendment of Wholesale Rates, Fees and Charges, Notice to and Review by City.

(a) WTCPUA may amend the Monthly Charge, the Volume Charge, and Water Impact Fees from time to time as approved by the WTCPUA Board of Directors.

(b) City will have the right to inspect and copy, at its expense, WTCPUA's books and records to verify any statement, billing, charge, computation, or demand made to City by WTCPUA. WTCPUA agrees to make all such information available to City for inspection and copying with reasonable promptness during normal business hours.

Section 4.04 Volume and Minimum Monthly Charges.

(a) WTCPUA will measure water flows monthly based on monthly readings of the Master Meters. The total of these amounts multiplied by the Volume Charges will be used by WTCPUA to compute the monthly bill for the Volume Charges.

(b) Upon execution of a Supplement to Wholesale Agreement, the City will commence payment to the WTCPUA of the Minimum Monthly Charge based on the absorption schedule provided in the Supplement to Wholesale Water Agreement.

(c) For each monthly billing period, WTCPUA will forward to City a bill providing a statement of the total Minimum Monthly Charge and Volume Charges owed by City for Wholesale Water Services provided to City during the previous monthly billing period. City will pay WTCPUA for each bill submitted by WTCPUA to City by check or bank-wire on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice or can be hand-delivered to WTCPUA's administrative office in Travis County, Texas, upon prior arrangement. If payments will be made by bank-wire, City shall verify wiring instructions. Payment must be received at WTCPUA's administrative office or bank by the due date in order not to be considered past due or late. In the event City or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, City shall pay late payment charges in accordance with WTCPUA Rules and Policies on the unpaid balance of the invoice.

(d) With respect to the Volume Charge and Minimum Monthly Charge, if WTCPUA has not received payment from City by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, WTCPUA will notify City, or its assignee responsible for payment in accordance with this Agreement, of such delinquency in writing, if City or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal

of such written notice of delinquency from WTCPUA, then WTCPUA may, at its discretion, terminate or reduce the level of Wholesale Water Services to City until payment is made.

Section 4.05 Retail Meter Installation and Water Impact Fees.

(a) ~~City shall install the retail customer meters for each new retail water customer that connects to the City System within the Wholesale Service Area only after the WTCPUA confirms receipt of Impact Fee payment. WTCPUA shall install the retail customer meters for each new retail water customer that connects to the City System within the Wholesale Service Area and bill and collect from such customer all City retail fees and deposits and the WTCPUA's cost of meter, meter installation and Water Impact Fee prior to the commencement of service. WTCPUA shall timely remit to City any of its retail fees and deposits from such retail customer. For the term of this Agreement, the Water Impact Fee will be the amount established from time to time by the WTCPUA Board of Directors.~~

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(b) ~~The City agrees to collect Impact Fees upon approval of the final plat of the Proposed Development and immediately remit such fees to the WTCPUA.~~ The City will add the WTCPUA as a required signature on the final plat. No meters will be set until Impact Fees have been paid to the WTCPUA. WTCPUA shall timely transmit to the City information on the receipt of payment of Impact Fees to allow the City to commence retail service.

(c) The Water Impact Fee has been designed to fund or recover all or a part of the costs of the WTCPUA Water System for capital improvements or facility expansions intended to serve "new development" (as that term is defined in the Texas Impact Fee Law, Chapter 395 of the Texas Local Government Code) in the WTCPUA Service Area and, upon payment, City will have a guaranteed reservation of capacity in the WTCPUA Water System, to serve the Wholesale Service Area, for the number of LUEs for which a Water Impact Fee has been paid. The Water Impact Fee will be reasonable and just and established as required by law and in accordance with the provisions of this Agreement.

(d) City shall be responsible for payment to LCRA for the availability and supply of raw water under the Raw Water Contract.

Section 4.06 Protests, Disputes or Appeals. Nothing in this Agreement is intended to limit, impair or prevent any right of City to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to the City under this Agreement.

Section 4.07 City Water Rates and Charges. City will determine and charge its retail water customers such rates as are determined by its governing body. During the term of this Agreement, City will fix and collect rates and charges for retail water service that are, in the opinion of its governing body, sufficient, together with any other revenues available to City, to produce the amount necessary to operate, repair, and maintain the City System, and to pay the cost of Wholesale Water Services from WTCPUA. City will establish retail rates consistent with AWWA

ratemaking principles. City will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.08 City Water Impact Fees. The Parties acknowledge that City has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, taxes, or other charges as its governing body will deem appropriate in addition to the Water Impact Fee. This Agreement will not be construed to require, limit, or restrict the governmental power of City to implement the same. City will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, taxes, rates, and charges City elects to charge are in compliance with applicable law.

Section 4.09 Verification of City Connections. For verification of total meters set within the City System and for any other purpose, City will make available for inspection and copying during regular business hours, at WTCPUA's expense, all records for retail connections to the City System. In addition, WTCPUA will have the right to inspect the City System at any time, at WTCPUA's sole expense, after giving City written notice of its intention to inspect and allowing the opportunity for City to be present, to verify the type and amount of retail connections made or the condition of the City System and City will provide lawful access to WTCPUA for this purpose. The City shall remit to WTCPUA Water Impact Fees due for any connections identified in such inspection for which such fees have not been paid within thirty days. After thirty days, the City shall pay a penalty per connection as set by the Board of Directors to the WTCPUA.

Section 4.10 Additional Required Notices. In addition other reports as may be provided herein, City shall provide to WTCPUA a copy of each final subdivision plat and address plat of property within the Wholesale Service Area.

Section 4.11 Reservation Fees. City shall annually pay Reservation Fees for water service during the Reservation Period for the Delivery Points associated with a particular project as set forth below.

- (a) Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Supplement to Wholesale Agreement times the number of unused LUEs reserved for the City pursuant to the Supplement to Wholesale Agreement. The City shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If the City pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. **If the City fails to pay Reservation Fees on the Due Date, no additional meters will be set until such time as Reservation Fees are paid in full.**
- (b) Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Supplement to Wholesale Agreement if a water meter or meters have not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which Water Impact

Fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

- (c) The City may pre-pay Water Impact Fees at any time prior to final plat, and upon such payment, the accrual and payment of Reservation Fees for the associated LUEs will terminate.

ARTICLE V **REGULATORY COMPLIANCE**

Section 5.01 Agreement Subject to Applicable Law. The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 5.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE VI **TERM, TERMINATION, DEFAULT, REMEDIES**

Section 6.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall extend for a term of forty (40) years unless terminated earlier as provided herein. Provided the City provides at least twelve (12) months written notice to the WTCPUA, it may renew this Agreement for additional forty (40) year terms. –WTCPUA agrees that the City may prepay or cause to be prepaid Water Impact Fees no earlier than ten (10) years from the Effective Date but prior to such expiration in order to preserve the WTCPUA's service obligation with respect to such prepaid LUEs. To the extent any prepaid Water Impact Fees relate to real property that has not received final subdivision plat approval as of the date of payment, and the WTCPUA subsequently increases the amount of the Water Impact Fee between the date of prepayment and the date of final subdivision plat approval, then the incremental amount of the Water Impact Fee not prepaid shall be paid to WTCPUA within 45 days after the end of the calendar month in which the new retail water connection is made for the connection in accordance with the terms of Section 4.05 of this Agreement. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement.

Section 6.02 Default.

- (a) In the event City shall default in the payment of any amounts due to WTCPUA under this Agreement, or in the performance of any material obligation to be performed by City

under this Agreement, then WTCPUA shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, WTCPUA shall have the right to temporarily limit Wholesale Water Services to City under this Agreement pending cure of such default by City and also to pursue any remedy available at law or in equity, pending cure of such default by City. Anything herein to the contrary notwithstanding, any Water Impact Fees paid to WTCPUA under this Agreement after the effective date of WTCPUA's written notice which are accepted by WTCPUA, or which are awarded as a remedy to WTCPUA shall increase the number of LUEs for which WTCPUA will provide Wholesale Water Services in accordance with this Agreement.

(b) In the event WTCPUA shall default in the performance of any material obligation to be performed by WTCPUA under this Agreement, then City shall give WTCPUA at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the City shall have the right to pursue any remedy available at law or in equity, pending cure of such default by WTCPUA. In the event such default remains uncured for an additional 180 days, then City shall, in addition to and not in lieu of any other remedies available to City, have the right to notify WTCPUA that City intends to take a more limited amount of Wholesale Water Services from WTCPUA (which shall be at least the amount WTCPUA is then able to provide to City) and City may then obtain other water or Wholesale Water Services from another provider or may take appropriate action to supply itself with additional water or Wholesale Water Services upon giving WTCPUA written notice of its intent to do so.

ARTICLE VII **GENERAL PROVISIONS**

Section 7.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 7.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of City and WTCPUA and executed by duly authorized representatives of each.

Section 7.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 7.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Services by WTCPUA to City for the Wholesale Service Area. The City has the right to provide water service to the Wholesale Service Area and, accordingly, the Wholesale Service Area is not required to be added to the City's Certificate of Convenience and Necessity as a condition of service.

Section 7.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 7.06 Venue. All obligations of the Parties created in this Agreement are performable in Travis County, Texas, and venue for any action arising under this Agreement will be in Travis County, Texas.

Section 7.07 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 7.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 7.09 Notices. Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery and by email to the address of the other party shown below:

City: Deputy City Administrator
 City of Dripping Springs
 P.O. Box 384
 Dripping Springs, Texas 78620

WTCPUA: Jennifer Riechers, General Manager
 West Travis County Public Utility Agency
 13215 Bee Cave Parkway
 Building B, Suite 110
 Bee Cave, Texas 78738
 jriechers@wtcpua.org

With copy to: Lauren Kalisek
 Lloyd Gosselink Rochelle & Townsend, PC
 816 Congress Avenue, Suite 1900
 Austin, Texas 78701
 Email: lkalisek@lglawfirm.com

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 7.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval, or similar action will not be unreasonably withheld or delayed.

Section 7.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore,

in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 7.12 Records. WTCPUA and City each agree to preserve, for a period of at least two years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. WTCPUA and City shall each, respectively, have the right during 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 7.13 State Approval; Compliance with TCEQ Rules; MOU Compliance.

(a) Each party represents and warrants that the plans and specifications for its respective system have been or will be approved by the TCEQ or its successors. Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract, including the requirements of 30 Texas Administrative Code, Section 290.45(f). The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

(b) City agrees that it will provide retail water service to the Wholesale Service Area in a manner that complies with the USFWS MOU. The City agrees to provide written documentation to WTCPUA detailing the manner and method in which it will comply with the USFWS MOU.

Section 7.14 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 the affected party, 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 the affected party.

Section 7.15 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination, or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 7.16 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 7.17 Other Agreements. Nothing in this Agreement shall be construed as amending, modifying, or limiting the rights and obligations of the Parties under any other agreements between the Parties.

Section 7.18 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A Previous Amendments
- Exhibit B Supplement to Wholesale Agreement Form
- Exhibit C ~~Wholesale Service Area and~~ 1340 EST Site
- Exhibit D WTCPUA Water Conservation and Drought Contingency Plan

Section 7.19 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

[Remainder of page left intentionally blank – signature pages to follow]

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr., Mayor

Date: _____

ATTEST: _____
Andrea Cunningham, City Secretary

**EXHIBIT A
PREVIOUS AMENDMENTS**

First Amendment to Wholesale Water Services Agreement Between the Lower Colorado River Authority and the City of Dripping Springs (January 21, 2016) (Blue Blazes) (WTCPUA provides raw water)

Second Amendment to Wholesale Water Supply Agreement Between the West Travis County Public Utility Agency and the City of Dripping Springs (May 18, 2017) (Blue Blazes) (WTCPUA provides raw water)

Third Amendment to Wholesale Water Services Agreement Between the Lower Colorado River Authority and the City of Dripping Springs (February 19, 2019) (Driftwood Ranch Tract) (WTCPUA provides raw water)
(replaced by Sixth Amendment)

Fourth Amendment to Wholesale Water Services Agreement Between the Lower Colorado River Authority and the City of Dripping Springs (September 19, 2019) (Driftwood Creek Tract Service Property--Commercial) (WTCPUA provides raw water)

Fifth Amendment to Wholesale Water Services Agreement Between the Lower Colorado River Authority and the City of Dripping Springs (_____) (Driftwood Creek Tract Service Property—Residential Amendment) (WTCPUA provides raw water)

Sixth Amendment Wholesale Water Services Agreement Between the Lower Colorado River Authority and the City of Dripping Springs (June 6, 2020) (Driftwood Ranch Tract Service Property) **(replaced Third Amendment)** (WTCPUA provides raw water)

Wholesale Water Services Agreement between the West Travis County Public Utility Agency and the City of Dripping Springs for the Cannon Ranch Subdivision (February 24, 2023)

EXHIBIT ~~BC~~

SUPPLEMENT TO WHOLESALE WATER AGREEMENT BETWEEN WTCPUA & CITY OF DRIPPING SPRINGS

Project: _____

Service Availability Letter {insert date} (See **Attachment A**):

Delivery Point(s): *insert description and include map at Attachment B*

Max Day Reservation _____ LUEs

Maximum Daily Flow _____

Maximum Hourly Rate _____

Maximum Annual Quantity for each Delivery Point (Surcharge Applies) _____

Maximum Peak Day Use for each Delivery Point (Surcharge Applies) _____

Initial Monthly Charge: _____ (See also schedule at **Attachment C**)

The West Travis County Public Utility Agency (“WTCPUA”) and the City of Dripping Springs enter into this Supplement to Wholesale Water Agreement (“Supplement”) pursuant to that certain Amended and Restated Wholesale Water Services Agreement Between the West Travis County Public Utility Agency and the City of Dripping Springs effective _____ (“Wholesale Agreement”) for the above referenced Project in the Wholesale Service Area. Terms as defined in the Wholesale Agreement apply to this Supplement. WTCPUA agrees to provide Wholesale Service to the Project, and the City agrees to compensate WTCPUA for such service in accordance with the terms and conditions of the Wholesale Service Agreement under the specific conditions as set forth above in this Supplement. WTCPUA and the City agree that commencement of Wholesale Water Services to the Project at the Delivery Point, or any phase thereof, shall be subject to the completion of and WTCPUA’s acceptance of Improvements and completion of WTCPUA Capital Projects as identified in the Service Availability Letter.

WTCPUA may terminate this Supplement upon written notice to City for any of the LUEs for which a Water Impact Fee has not been paid in accordance with the Wholesale Agreement and this Supplement by the fifteenth anniversary of the Effective Date of this Supplement as shown below. Otherwise, the term of this Supplement remains in effect for the same term as the Wholesale Agreement.

{insert signature blocks}

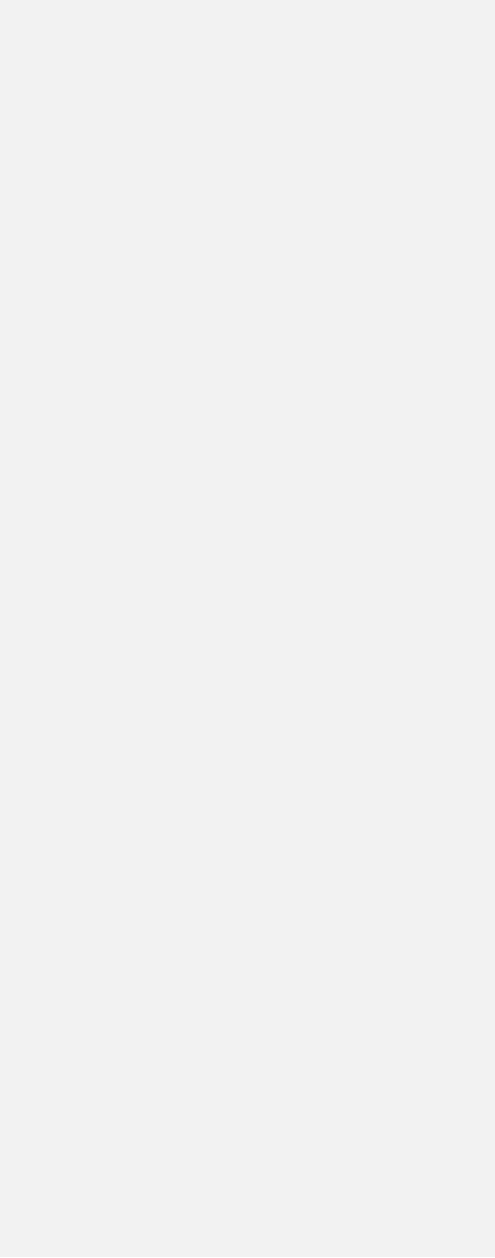
EXHIBIT D

WTCPUA WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

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EXHIBIT E
FORM FOR REPORTS ON SERVICE CONNECTIONS





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: March 19, 2024

Agenda Item Wording: Discuss and consider a Wastewater Service and Impact Fee Agreement with 215 Old Fitzhugh Limited Partnership *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Ginger Faught, Deputy City Administrator

Summary/Background:

The applicant requested wastewater service to the residential home at 215 Old Fitzhugh due to a failing septic system. This LUE would normally be granted to the applicant without the need for a wastewater utility agreement. The applicant also has an approved Certificate of Appropriateness for a commercial building on the property. The applicant is requesting an additional 1 LUE for the commercial building triggering the need for a WWUA. The City desires a drainage easement on the South side of the subject property for a drainage outfall needed for the Old Fitzhugh Road project. The City and applicant negotiated this agreement to grant the applicant 2 LUEs for the property in exchange for the drainage easement for the OFR project. Any future development of the property is not contemplated in this agreement and would require the applicant negotiate additional LUEs at that time.

**Commission
Recommendations:** N/A

**Recommended
Council Actions:** Approve as presented.

WASTEWATER SERVICE AND FEE AGREEMENT

This Wastewater Service and Fee Agreement (“Agreement”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the “City”), and 215 Old Fitzhugh Limited Partnership (“Owner”), whose address is 350 Dripping Springs Ranch Road Dripping Springs, TX 78620, attn: Carole Crumley.

RECITALS:

- A. Owner is the owner of land at 215 Old Fitzhugh Road within the corporate limits of the City (the “Land”).
- B. Owner intends to redevelop the Land with improvements and infrastructure pursuant to a site development permit from the City.
- C. Owner wishes to receive wastewater service for the Land through the City’s System and to connect to the System through the City’s wastewater collection line.
- D. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 Agreement.** This contract between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.
- 1.2 Chapter 395:** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.
- 1.3 City.** The City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.
- 1.4 City Engineer:** The person or firm designated by the City Council as the wastewater engineer for the City.
- 1.5 City Utility Standards.** City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the following chapters of the City’s Code of Ordinances and all related regulations and permits:
 - (a) Utilities (Chapter 20)
 - (b) Development and Water Quality Protection (Chapter 22)
 - (c) Building Regulations (Chapter 24)
 - (d) Subdivision and Site Development (Chapter 28)

- 1.6 Contractor.** A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.
- 1.7 Development.** The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the Site Development Permit.
- 1.8 Impact Fees.** Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas. The amount of the Impact Fee shall be in an amount that is equivalent to the impact fee amount for new wastewater service adopted and assessed by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance at the time the Impact Fee becomes due.
- 1.9 Land.** That tract of land in Dripping Springs, Hays County, Texas, as shown on Exhibit A and more particularly described in Exhibit B.
- 1.10 LUE.** Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.
- 1.11 Notice.** Notice as defined in § 7.2 of this Agreement.
- 1.12 Owner.** 215 Old Fitzhugh Limited Partnership, a Texas limited partnership.
- 1.13 Onsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land and the connection point on the Public Street, as shown on the attached **Exhibit C**.
- 1.14 Offsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point shown on the attached **Exhibit C**. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities.
- 1.15 Party.** Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.
- 1.16 Site Development Permit.** A site development permit under Article 28.04, Chapter 28 (Subdivisions and Site Development) of the City's Code of Ordinances, as it may be amended from time to time.
- 1.17 System.** The City's South Regional Wastewater Treatment System, including the City's wastewater treatment plant and all of the City-owned collection facilities transporting wastewater to that plant.

ARTICLE II SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. The City will become the exclusive provider of wastewater collection and treatment service to the Development through the City's System in an amount up to 2 LUEs. The City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite and Offsite Facilities pursuant to this Agreement. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

2.2 Commercial Application for Wastewater Service. Within 30 days of the Effective Date, Owner shall execute and file with the City a completed copy of the City's form of application for wastewater service to the Development.

2.3 Site Development Permit. Nothing in this Agreement approves the Owner's application for the Site Development Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

ARTICLE III INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

3.1 Construction Standards. Owner shall construct all Onsite and Offsite Facilities in compliance with (a) this **Article 3**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

3.2 Construction Warranty and Guarantee. Any facilities to be dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to the City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and (ii) include the following provision:

"Immediately before the expiration of the 2-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and the OWNER. The Engineer and the OWNER shall be given not less than 20 days' notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the OWNER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse.”

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City as provided in § 3.10, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

3.3 Onsite Facilities. Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost. Owner agrees to complete the Onsite Facilities within three years of the City’s issuance of the Site Development Permit for the Land.

3.4 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within three years of the City’s issuance of the Site Development Permit for the Land.

3.5 Construction in Phases. The Onsite and Offsite Facilities may be constructed in separate phases, in which case the requirements in this Agreement apply separately to each phase.

3.6 Construction Plan Review and Approval. The City has the right to review and approve all plans and specifications for the Offsite and Onsite Facilities, and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Onsite and Offsite Facilities with the City for review and approval. Construction of the Onsite and Offsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner’s contractor(s) and the City Engineer, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

3.7 City Inspections. The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Offsite and Onsite Facilities, including any connections to onsite structures and to the City’s System. In addition, the Owner or its Contractor shall notify the City when the Facilities are ready for final inspection and connection to the City’s System. If the City

concur that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days. After such final inspection, the Owner shall timely correct any punch list items. Unless otherwise agreed by the City staff, the final inspection shall not be scheduled until after a visual inspection using video camera technology of the entire completed Offsite Facilities is performed at Owner's sole cost and expense and a copy of the resulting video is provided to the City. Owner notify the City in advance, and give the City an opportunity to witness the visual inspection.

3.8 Review and Inspection Fees. With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

3.9 City Acceptance of Offsite Facilities. After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate and the City agrees to accept the Offsite Facilities for dedication to the City's System.

3.10 Conveyance of Offsite Facilities. Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 3.9, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;
- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and
- (d) all easements required by **Article 4**.

Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

3.11 Connection to the System. After Owner has transferred the Offsite Facilities to the City as provided in § 3.10, the City will schedule connection to the City's System; however, the City may require construction of the Offsite Facilities to include the physical connection to the City's System. After connection to the City's System, the Owner shall connect all wastewater flows up to 2 LUEs from the Land to the City's System in compliance with the City's Wastewater Ordinance.

3.12 Delivery of Drawings. The Owner shall cause to be delivered to the City any as-built drawings and electronic files for all Onsite and Offsite Facilities within thirty (30) days after final inspection.

ARTICLE IV EASEMENTS

4.1 Grant of Easements. Before starting to construct the Offsite Facilities, Owner must have acquired, at no cost to the City, all wastewater easements necessary for the Offsite Facilities. Owner shall grant the easements for the Offsite Facilities provided to the City as required in § 3.10 in the form attached as **Exhibit D**. The City shall record the easements in the deed records of Hays County, Texas. The City acknowledges that some or all of the Wastewater Infrastructure may be located in existing public rights-of-way that do not have to be acquired by Owner.

4.2 Facility Easements. Owner shall acquire and maintain all easements necessary for Onsite Facilities and Offsite Facilities at no cost to the City.

4.3 City Drainage Easement. Within 30 days of the execution of this Agreement, Owner agrees to execute, deliver, and convey to the City (at no cost to the City) the Drainage easement attached as Exhibit E to this Agreement (hereafter “Drainage Easement”).

ARTICLE V FEES AND CHARGES

5.1 Impact Fees Within 90 days of the Effective Date, Owner shall pay Impact Fees (also referred to as “connection fees”) to the City in the amount specified by Chapter 20, Article 20.02.005(1)(B) of the City’s Code of Ordinances (as amended or replaced) for the 2 LUEs reserved to serve the Land. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an owner’s voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund the Impact Fees paid, without interest, only upon recovering them through Impact Fee payments from other customers for additional connections.

5.2 Monthly Payments. Beginning on the first day of the month after the Effective Date, Owner shall begin making monthly payments to the City in the amount of \$50.00 per month per LUE for each of the 2 LUEs reserved to serve the Land (the “LUE Fee”). The LUE Fee is in lieu of a monthly wastewater bill for such LUEs and, among other things, for the City’s costs of operating and maintaining sewer mains or lines to serve the Land. The LUE Fees shall be due before the 15th day of each month. Owner shall continue to pay the City the monthly LUE Fees for each reserved LUE unless and until the LUE is connected to the System or released pursuant to this Agreement.

5.3 **Release of LUEs.**

- (a) If Owner does not pay the City its monthly LUE Fees pursuant to § 5.2, then the City may send a notice to Owner of such default and, if the default is not cured within thirty (30) days, then the City may either (a) enforce the Owner's continuing monthly payment obligations for unpaid LUE Fees or (b) release reserved LUEs for which fees have not been paid. If the City chooses to release the LUEs in this manner, then the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs, and may enforce the Owner's monthly payment obligations through the date of this § 5.3(a) notice.
- (b) If Owner is not in default on its monthly payment obligations, it may voluntarily release and terminate its monthly LUE Fee payment obligations for any or all of the unused LUEs by sending ninety (90) days prior notice to the City specifically identifying the number and service area of the LUEs being released; ninety (90) days after such notice, the Owner will have no further monthly LUE Fee payment obligation for, and City shall have no further service obligation for, such released LUEs.
- (c) At any time after three years after service to the Development begins, the City may release any or all of the unconnected reserved LUEs and terminate its § 2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately.

5.4 Line Extension Charges. In addition to Impact Fees, Owner agrees to pay the line extension charges if such charges are applicable and are adopted in substantial compliance with Article 20.05 (Wastewater Line Extension) of the City's Code of Ordinances.

5.5 Other Fees and Charges. Payment of Impact Fees and Line Extension Charge as provided above will satisfy the Owner's Impact Fee and Extension Line Charge obligations for the requested capacity of 2 LUEs. After any part of the Onsite Infrastructure is connected to the System, wastewater service to the Land remains subject to all other charges and regulations as provided in the City's Code of Ordinances, Chapter 20, including additional impact fees for expanded or new development. Owner agrees to remain in compliance with Article 20 at all times, including monthly payment obligations and other wastewater regulations. Owner also agrees that it is subject to Article 22.06 (Water Reuse) of Title II. (Building & Development Regulations), Chapter 22 (General Regulations) of the City of Dripping Springs Code of Ordinances.

5.6 Landlord Guarantee. As authorized by City Ordinance, the City's bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to suspend or terminate water service to a customer's water meter for non-payment of the customer's wastewater bill. The Owner intends to separately meter and sell individual units of

the Development; however, if Owner leases any of the single-family units, or (subject to issuance of a Site Development Permit) constructs multi-family units, Owner agrees to be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement remains in effect so long as the City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VI.

6.2 Termination for Non-Use. This Agreement expires on March 30, 2028, unless a substantial portion of the Development has been constructed and connected to the System as provided in this Agreement.

6.3 Termination for Breach. In the event Owner breaches this Agreement, City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within 60 days of that notice, then the City may send a second notice describing the breach and the Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives the City the right to terminate this Agreement by sending a termination notice.

ARTICLE VII MISCELLANEOUS

7.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

7.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may

change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

City of Dripping Springs, Texas
Attn: City Administrator
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

To Owner:

215 Old Fitzhugh Limited Partnership
350 Dripping Springs Ranch Road
Dripping Springs, TX 78620
attn: Carole Crumley.

7.3 Assignment. Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners’ successors and assigns, including future owners of any land or structures within the Development.

7.4 Amendment. This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

7.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability

does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

7.8 Interpretation. 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. As used in this Agreement, the term “include” or “including” means to include “without limitation.” Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

7.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

7.11 Professional Fees. Owner agrees to place funds into the City’s escrow account, as necessary from time to time, to pay the City’s reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

7.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Map of the Land
- Exhibit B Legal Description of the Land
- Exhibit C Map of Connection Point
- Exhibit D Form of Easement
- Exhibit E Drainage Easement

7.13 **Effective Date.** The Effective Date of this Agreement is March 30, 2024.

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

Andrea Cunningham, TRMC
City Secretary

By: _____
Bill Foulds, Jr., Mayor

Date: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Bill Foulds, Jr. before me on this the ____ day of _____, 2024.

Notary Public, State of Texas

**OWNER:
215 OLD FITZHUGH LIMITED PARTNERSHIP**

By: CSA Properties, Inc., its General Partner

By: _____
Carole Crumley
Its President

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Carole Crumley, in the capacity set forth above, and before me on this the ____ day of _____, 2024.

Notary Public, State of Texas

Exhibit A
Map of the Land

Exhibit B
Legal Description of the Land

Exhibit C

Map of Connection Point

Exhibit D
FORM OF EASEMENT

EASEMENT

STATE OF TEXAS §
§
§
COUNTY OF HAYS §

KNOW ALL PEOPLE BY THESE PRESENTS:

**CITY OF DRIPPING SPRINGS
SANITARY SEWER EASEMENT**

THAT _____, a _____
_____ (“Grantor”) of Hays County, Texas, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas (“City”), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B (“Easement Area”), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated effluent lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities (“Sanitary Sewer Easement”). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, without the City’s prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the _____ day of _____, 202__.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was executed by _____
before me on this the ____ day of _____, 20____.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Easement Area

[To include a 25-foot (measured at right angles to the pipeline corridor) construction easement for use by the City during installation or repair of the wastewater lines.]

[page break]

EXHIBIT "B"

Drawing of Easement Area

Exhibit E
DRAINAGE EASEMENT



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

Submitted By: Andrew Binz, PCS Director

Council Meeting Date: March 19, 2024

Agenda Item Wording: Discuss and consider approval of the bid from Southwest Monument & Sign and the authorization for the City Administrator to execute an agreement for the construction and installment of the Park System Signage Phase 2 signs.

Agenda Item Sponsor: Wade King

Summary/Background: The Park System Signage Plan was completed by Studio 16:19 in February of 2022. Phase I of the plan included informational and wayfinding signage for Founders Memorial Park which was completed in 2023.

Studio 16:19 was contracted to manage the bidding process for the signs to be installed at Sports & Recreation Park which ended on March 1, 2024. Three companies submitted bids on the project. Southwest Monument & Sign submitted the lowest bid of \$66,560.00. Studio 16:19 recommended awarding the bid to Southwest Monument & Sign.

Commission Recommendations: NA

Recommended Council Actions: Approval of the Park System Signage Phase 2 bid from Southwest Monument & Sign and authorize the City Administrator to execute an agreement for the construction and installment of the Park System Signage Phase 2 signs.

Attachments: Final Bid – Southwest Monument
 DS Park System Signage Phase 2 – Bid Tab
 DS Park System Signage Phase 2 – Bid Results
 Construction Contract – Southwest Monument
 Exhibit A DS Park System Signage Phase 2 – Plans
 Exhibit B DS Park System Signage Phase 2 – Tech Specs.

Next Steps/Schedule: Execute an agreement with Southwest Monument & Sign for the construction and installment of the Park System Signage Phase 2 signs.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the __ day of _____, 2024 (“Effective Date”), by and between Fazzone Builders, Inc. d/b/a Southwest Monument & Sign (a Texas limited liability company), whose address is 1302 W. Blanco Road, San Antonio, Texas 78232 (hereinafter called the “Contractor”), and the CITY OF DRIPPING SPRINGS (hereinafter called the “City”) acting herein by its City Administrator, Michelle Fischer, hereunto duly authorized.

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **Park System Signage Phase 2** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR’S DUTIES

2.1 Construction. Contractor shall construct all Improvements embraced in the **Park System Signage Phase 2** as described in the bid documents.

2.2 Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3 Completion of Work. Work, in accordance with the Contract dated _____, 2024, **Park System Signage Phase 2**, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **ninety (90) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4 Invoicing. Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal.

2.5 Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6 Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8 Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by

approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; and (4) Contractor does not boycott energy companies.

ARTICLE 3. THE CONTRACT PRICE

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of **\$66,560 (Sixty-Six Thousand Five Hundred and Sixty Dollars)**. Payments will be made pursuant to this Contract and its Addenda. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor's charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City's expense, upon reasonable advance notice at the offices of Contractor and during Contractor's normal business hours, to inspect, copy, and audit all records (except Contractor's trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City's account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor's books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

This Contract	
Exhibit A	Plans
Exhibit B	Specifications
Exhibit C	Payment Bond
Exhibit D	Performance Bond
Exhibit E	Certificate of Insurance
Exhibit F	Contractor's Signed Bid Form

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract

may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended.

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions*.

ARTICLE 6. MISCELLANEOUS

6. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract, or its the bid documents described above.

6.2 Amendment. This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

6.4 Notice. Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

City of Dripping Springs

Attn: City Administrator

PO Box 384

Dripping Springs, TX 78620

If to the Contractor:

Fazzone Builders, Inc. d/b/a Southwest Monument & Sign

Joe Fazzone, President

1302 W. Blanco Rd.

San Antonio, TX 78232

6.5 Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

6.6 Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

6.7 Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

6.8 Entire Contract. This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 Liquidated Damages. Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

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

CITY OF DRIPPING SPRINGS:

STUDIO 16:19:

Michelle Fischer, City Administrator

Joe Fazzone, President
Fazzone Builders, Inc. d/b/a Southwest
Monument & Sign

ATTEST:

ATTEST:

Andrea Cunningham, City Secretary

Signature

Printed Name & Title

CORPORATE CERTIFICATIONS:

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

Corporate Secretary_____
Printed Name_____
Date

CITY OF DRIPPING SPRINGS

Park System Signage Phase 2: Sports & Recreation Park

Design Documentation

December 2023

CONTENTS

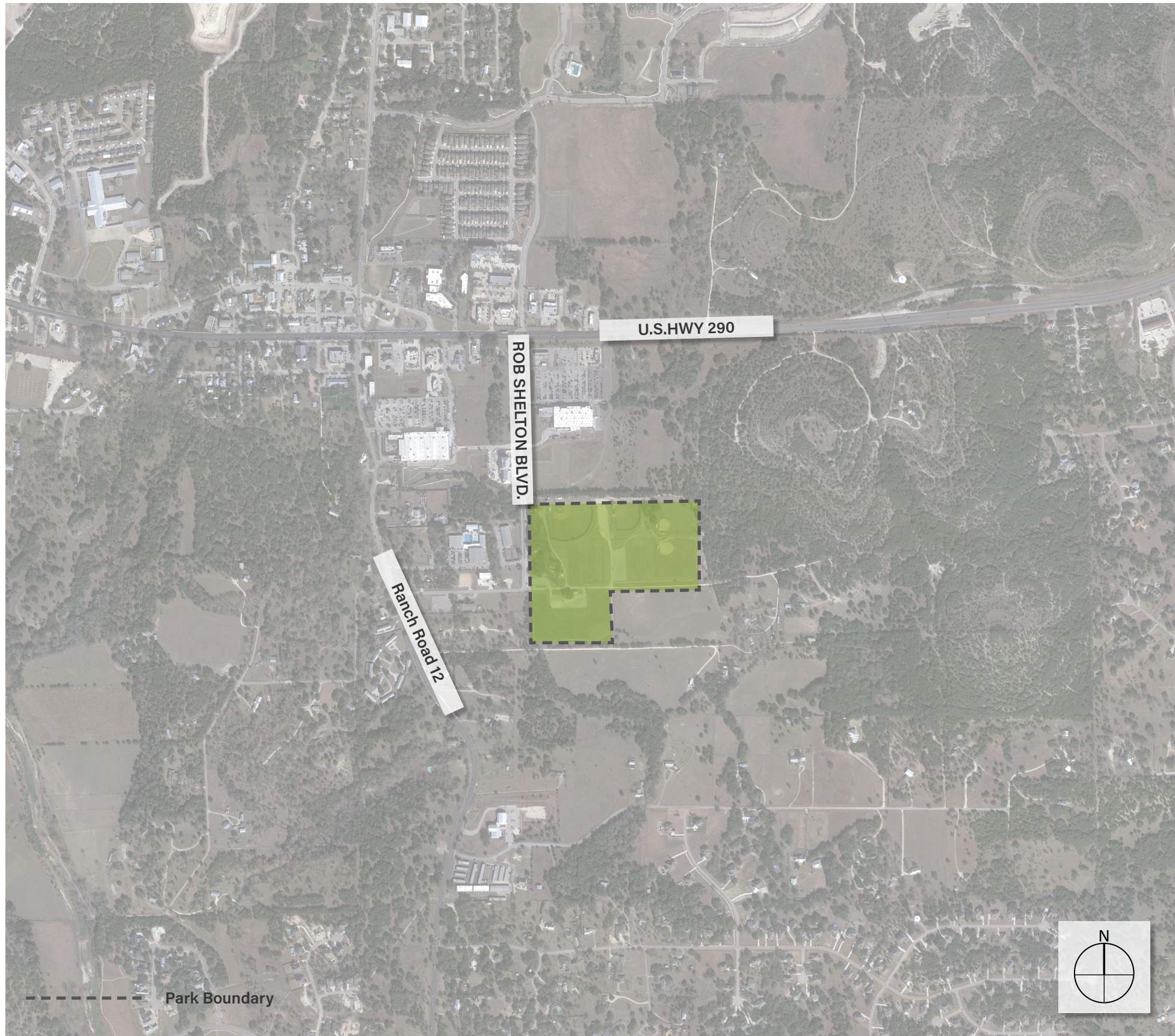
- Key Map
- Existing Signage Inventory
- Proposed Signage Locations
- Proposed Signage Concepts
- Existing Sign Inventory Photo Array



CLIENT
City of Dripping Springs
 511 Mercer Street
 Dripping Springs, Texas 78620



DESIGN TEAM
Studio16:19
 305 W. Liberty Ave, Suite 100
 Round Rock, TX 78664



Dripping Springs Key Map

Disclaimer:
 This document represents design progress and its provision, either electronic or hard copy, is to communicate design intent only. Original and published work may not be duplicated, used, or disclosed without the written consent of Studio16:19.



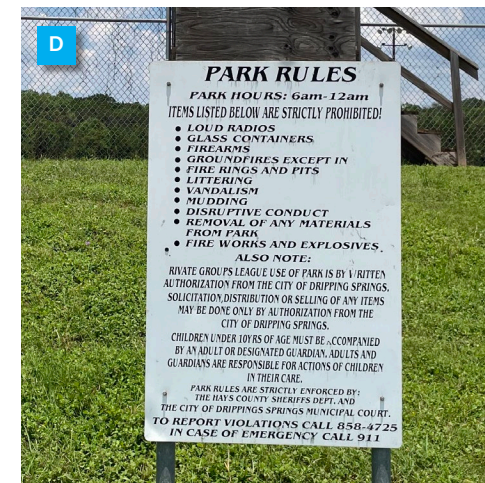
ENTRANCE MONUMENT SIGN (1)



INFO KIOSK (1)



TRAIL MARKERS (3)

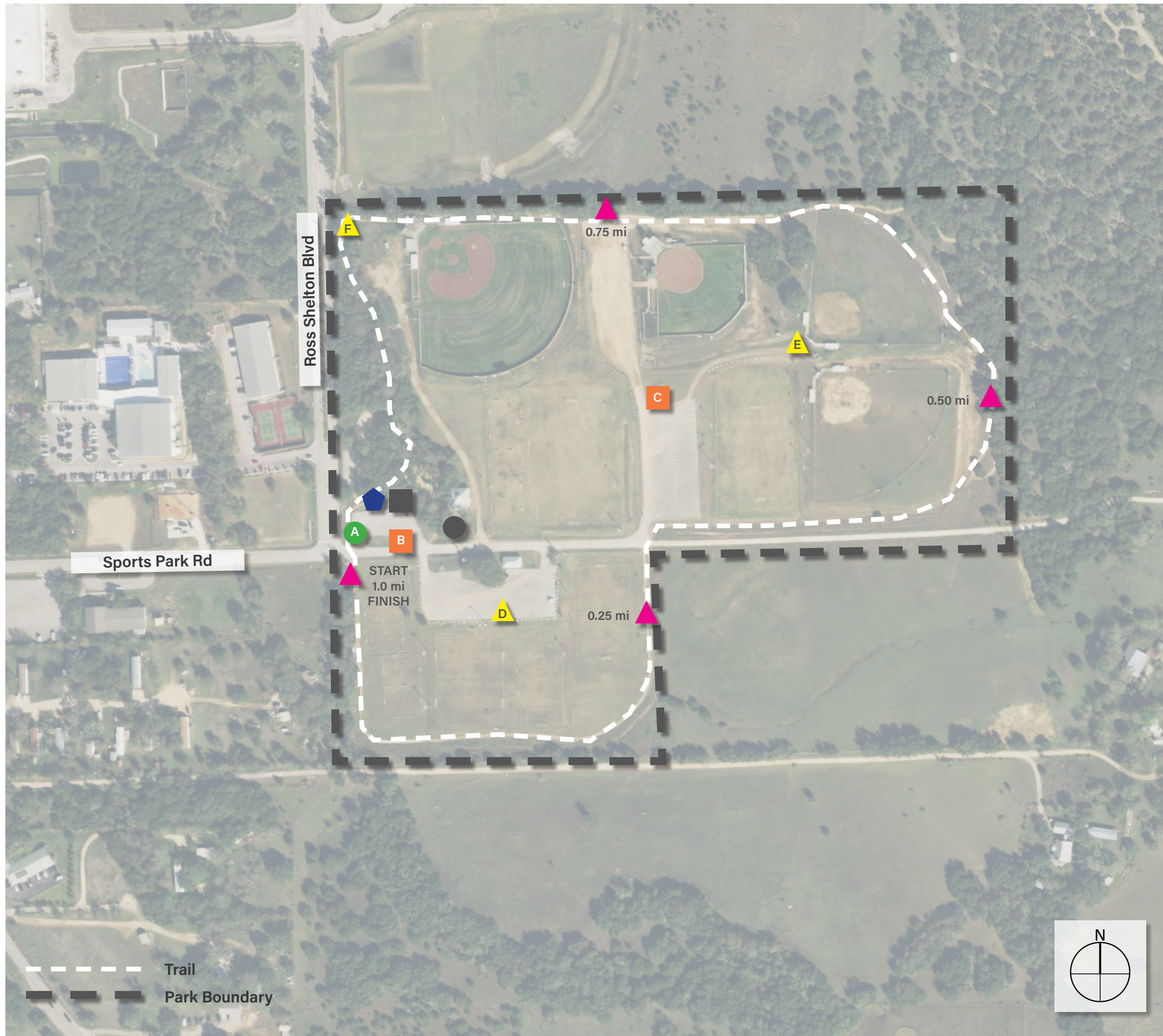


PARK RULES/INFO SIGN (2)



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Sports & Recreation Park - Existing Signage Inventory (Quantity)

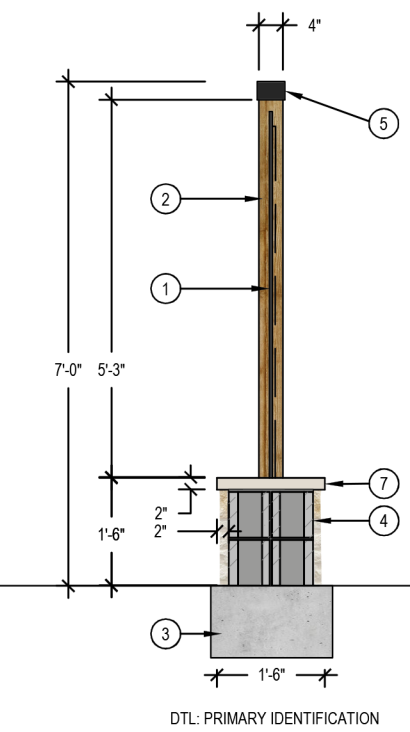
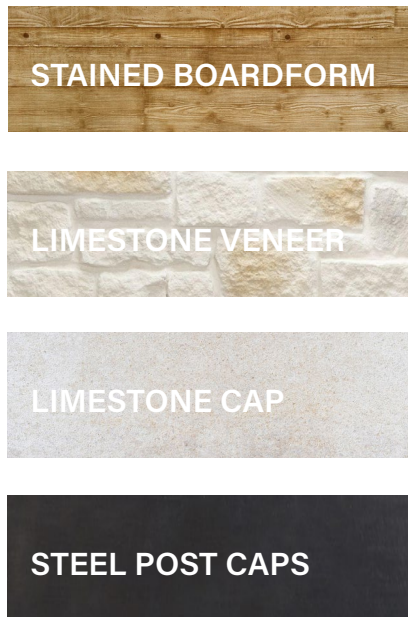


- **Replacement Vehicular Identification Sign**
 - A. Primary Identification
- **Proposed Large Vehicular Wayfinding Sign (2)**
 - B. Playground
 - Basketball/Volleyball Courts
 - Soccer Fields #1-5
 - Soccer Fields #6-7
 - Baseball/Softball Fields
- C. Baseball/Softball Fields
- Adult Softball Fields #1-2
- ◆ **Proposed Pedestrian Info/Kiosk Sign (1)**
- ▲ **Proposed Pedestrian Directional Sign (3)**
 - D. Park Rules
 - Soccer Fields Wayfinding
- E. Park Rules
- Softball Field Wayfinding
- F. Picnic Area
- Concession Stand
- Baseball/Softball Fields
- Restrooms
- Playground
- ▲ **Proposed Small Pedestrian Trail Marker (4)**
- **Existing Sign to Remain (1)**
- **Existing Monument Sign Relocation (1)**

Sports & Recreation Park - Proposed Signage Locations (Quantity)

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MATERIALS

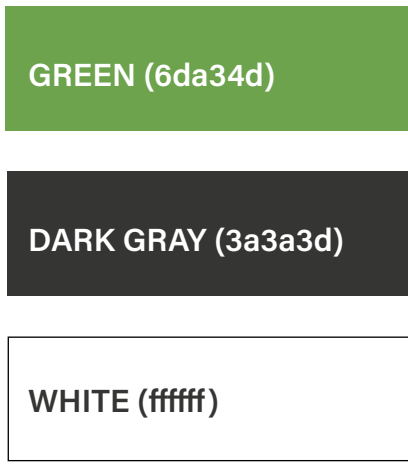


- Item 11.**
- 1 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
 - 2 5"x5" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR: GAUNTLET GRAY OR EQUIVALENT
 - 3 CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
 - 4 CMU CORE BASE WITH WHITE LEUDERS LIMESTONE VENEER
 - 5 STEEL POST CAP, POWDERCOAT BLACK SATIN
 - 6 5/16" GALVANIZED HEX BOLTS, PANEL MOUNTED INTO POST CHANNELS.
 - 7 2" CUT LIMESTONE CAP TO MATCH LIMESTONE VENEER
 - 8 7" FLAT CUT PIN MOUNTED LETTERS, 1/4" THICK ALUMINUM, COLOR TO MATCH IZONE DARK GREY
 - 8 FINISH GRADE, TYP.

1 VEHICULAR IDENTIFICATION SIGNAGE

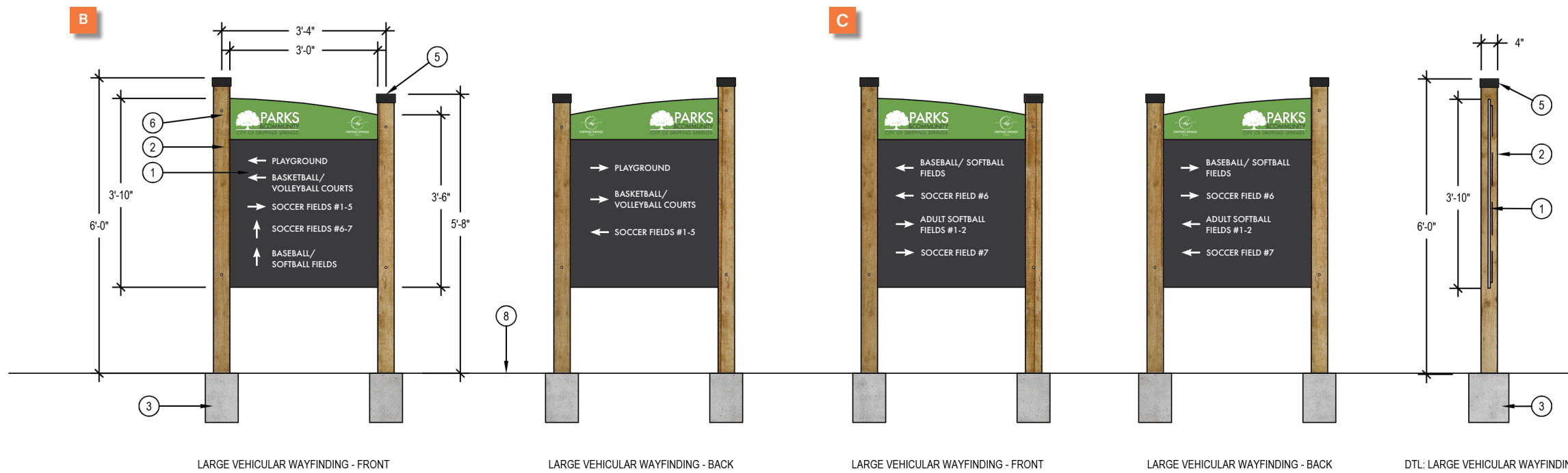
SCALE: 3/8" = 1'-0"

IZONE PANEL COLORS



FONT:
Futura PT: Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890



- 1 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- 2 5"x5" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
- 3 CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
- 4 CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
- 5 STEEL POST CAP, POWDERCOAT BLACK SATIN
- 6 5/16" GALVANIZED HEX BOLTS, PANEL MOUNTED INTO POST CHANNELS.
- 7 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- 8 FINISH GRADE, TYP.

2 VEHICULAR IDENTIFICATION SIGNAGE

SCALE: 3/8" = 1'-0"

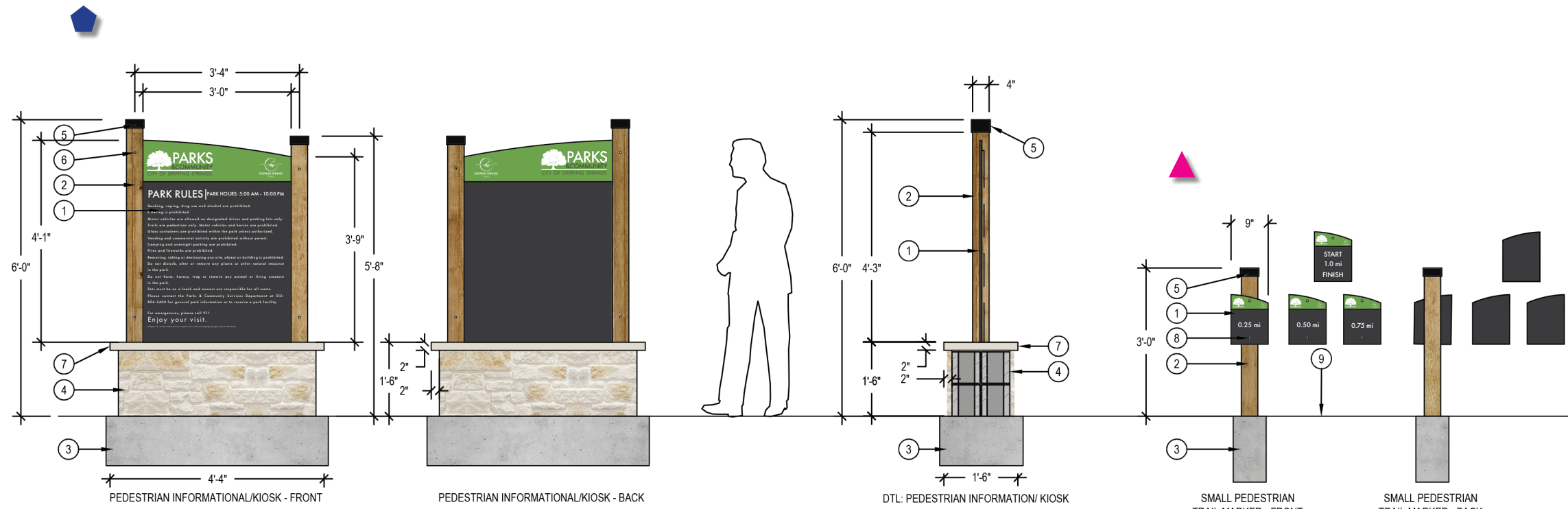
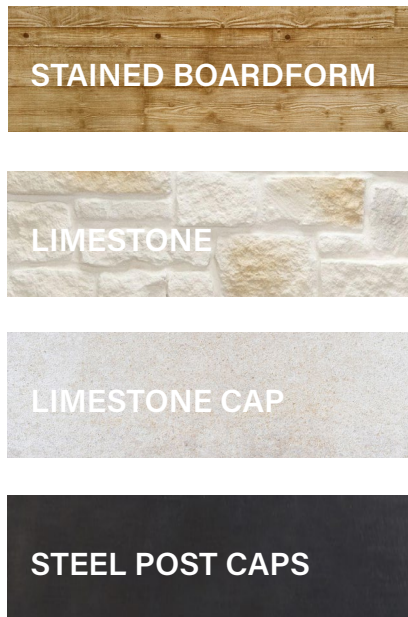
Note: Contractor to provide signed and sealed professional engineering documents for all sign foundations and footings, to be reviewed and approved by the City Engineer. Contractor to include all engineering related costs in statement of bid. Prior to sign installation, contractor shall field locate and stake sign locations for review and approval by the City Engineer.

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Sports & Recreation Park Signage



MATERIALS

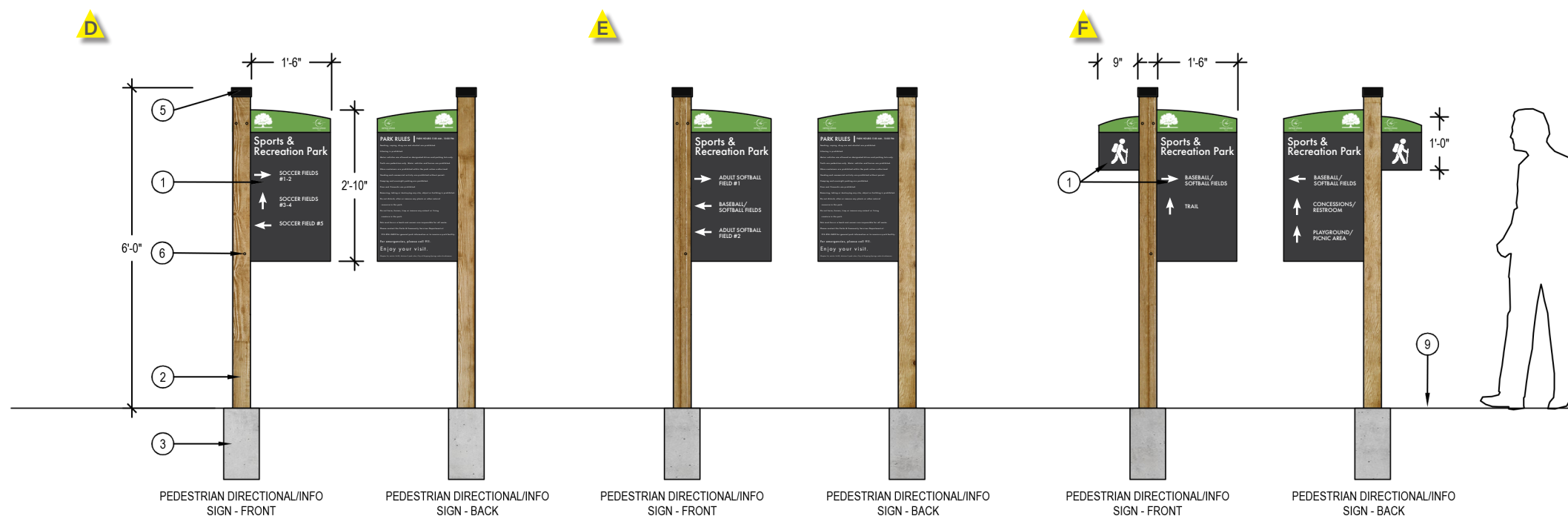
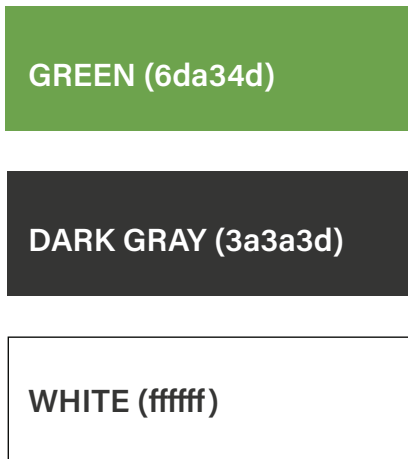


- Item 11.**
- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
 - ② 5"x5" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
 - ③ CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
 - ④ CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
 - ⑤ STEEL POST CAP, POWDERCOAT BLACK SATIN
 - ⑥ 5/16" GALVANIZED HEX BOLTS, PANEL MOUNTED INTO POST CHANNELS.
 - ⑦ 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
 - ⑧ 1/4" X 2" SECURITY SLEEVE ANCHOR
 - ⑨ FINISH GRADE, TYP.

1 PEDESTRIAN IDENTIFICATION SIGNAGE

SCALE: 3/8" = 1'-0"

IZONE PANEL COLORS



- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- ② 5"x5" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
- ③ CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
- ④ CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
- ⑤ STEEL POST CAP, POWDERCOAT BLACK SATIN
- ⑥ 1/4" X 2" SECURITY SLEEVE ANCHOR
- ⑦ 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- ⑧ FINISH GRADE, TYP.

2 PEDESTRIAN IDENTIFICATION SIGNAGE

SCALE: 3/8" = 1'-0"

FONT:
Futura PT: Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Note: Contractor to provide signed and sealed professional engineering documents for all sign foundations and footings, to be reviewed and approved by the City Engineer. Contractor to include all engineering related costs in statement of bid. Prior to sign installation, contractor shall field locate and stake sign locations for review and approval by the City Engineer.

Disclaimer:
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Sports & Recreation Park Signage



SPORTS & REC. PARK
ENTRANCE MONUMENT SIGN



SPORTS & REC. PARK
INFO KIOSK



SPORTS & REC. PARK
INFO SIGN



SPORTS & REC. PARK
INFO MONUMENT (TO REMAIN)



SPORTS & REC. PARK
MILE MARKER 0.00



SPORTS & REC. PARK
MILE MARKER 0.25



SPORTS & REC. PARK
MILE MARKER 0.25

Appendix: Sign Inventory Photo Array for Reference

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**SUPPLEMENTAL
TECHNICAL SPECIFICATIONS
FOR SCOPE PROVIDED BY**



Project Manual Seals

for

PARK SYSTEM SIGNAGE PHASE 2

Dripping Springs, TX

PROJECT OWNER CONTACTS

For Information Regarding Proposals:

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SECTION 033000 - CAST-IN-PLACE CONCRETE**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.
- C. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.
- D. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.6 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1.
 - 1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1.

PART 2 - PRODUCTS**2.1 CONCRETE, GENERAL**

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301.
 - 2. ACI 117.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.
- C. Galvanized Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 767/A 767M, Class I zinc coated after fabrication and bending.
- D. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- E. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.
- F. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.
- G. Galvanized-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from galvanized-steel wire into flat sheets.

- H. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, plain steel.
- I. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.4 CONCRETE MATERIALS

- A. Cementitious Materials:
 - 1. Portland Cement: ASTM C 150/C 150M, Type I, gray.
 - 2. Fly Ash: ASTM C 618, Class F or C.
 - 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
 - 4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IL, portland-limestone cement.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.
 - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Lightweight Aggregate: ASTM C 330/C 330M, 3/8-inch nominal maximum aggregate size.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Water: ASTM C 94/C 94M.

2.5 FIBER REINFORCEMENT

- A. Synthetic Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.
- B. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.

2.6 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- B. Chemically Resistant Flexible Waterstops: Thermoplastic elastomer rubber waterstops for embedding in concrete to prevent passage of fluids through joints; resistant to oils, solvents, and chemicals. Factory fabricate corners, intersections, and directional changes.
- C. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- D. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.
- E. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer-modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.

2.7 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Sheet Vapor Retarder: ASTM E 1745, Class B. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- C. Sheet Vapor Retarder: ASTM E 1745, Class C. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.
- D. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.10 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.11 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Normal-Weight Concrete:
 - 1. Minimum Compressive Strength: 3500 psi at 28 days.
 - 2. Maximum W/C Ratio: 0.40.

3. Slump Limit: 4 inches, plus or minus 1 inch.
4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
7. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.0 lb/cu. yd.

2.12 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR-RETARDER INSTALLATION

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.6 WATERSTOP INSTALLATION

- A. Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions.

3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

3.8 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces exposed to public view.
- C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:
 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part portland cement and 1 part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.

- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.11 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Contractor shall notify City Inspector to inspect concrete for quality and material defects after delivery to the site and prior to installation.

END OF SECTION 033000

SECTION 042200 - CONCRETE UNIT MASONRY**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Concrete masonry units.
 - 2. Steel reinforcing bars.

1.2 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.
- C. Samples: For each type and color of the following:
 - 1. Exposed CMUs.
 - 2. Pigmented and colored-aggregate mortar.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product. For masonry units, include data on material properties and material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
 - 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

- A. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects. Comply with requirements in Section 014000 "Quality Requirements" for mockups.
 - 1. Build sample panels for typical exterior wall in sizes approximately 48 inches long by 18 inches high by full thickness.

1.6 FIELD CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS**2.1 UNIT MASONRY, GENERAL**

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
 - 1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
 - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. Integral Water Repellent: Provide units made with integral water repellent for exposed units.
- C. Insulated CMUs: Where indicated, units shall contain rigid, specially shaped, cellular thermal insulation units complying with ASTM C 578, Type I, designed for installing in cores of masonry units.

- D. CMUs: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2800 psi.
 - 2. Density Classification: Normal weight.

2.3 CONCRETE LINTELS

- A. Concrete Lintels: ASTM C 1623, matching CMUs in color, texture, and density classification; and with reinforcing bars indicated. Provide lintels with net-area compressive strength not less than that of CMUs.

2.4 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91/C 91M.
- E. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979/C 979M. Use only pigments with a record of satisfactory performance in masonry mortar.
- F. Colored Cement Products: Packaged blend made from portland cement and hydrated lime or masonry cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.
- G. Aggregate for Mortar: ASTM C 144.
 - 1. White-Mortar Aggregates: Natural white sand or crushed white stone.
 - 2. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- H. Aggregate for Grout: ASTM C 404.
- I. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- J. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent from same manufacturer.

- K. Water: Potable.

2.5 REINFORCEMENT

- A. Uncoated-Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.
- B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
- C. Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.
 - 1. Exterior Walls: Stainless steel.
 - 2. Wire Size for Side Rods: 0.187-inch diameter.
 - 3. Wire Size for Cross Rods: 0.187-inch diameter.
 - 4. Spacing of Cross Rods: Not more than 16 inches o.c.
 - 5. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

2.6 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 - 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M, with ASTM A 153/A 153M, Class B-2 coating.
 - 2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
 - 3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 - 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch-diameter, hot-dip galvanized-steel wire.
 - 2. Tie Section: Triangular-shaped wire tie made from 0.187-inch-diameter, hot-dip galvanized-steel wire.
- C. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.

1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.105-inch-thick steel sheet, galvanized after fabrication.
 2. Tie Section: Triangular-shaped wire tie made from 0.25-inch-diameter, hot-dip galvanized-steel wire.
- D. Partition Top Anchors: 0.105-inch- thick metal plate with a 3/8-inch-diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.
- E. Rigid Anchors: Fabricate from steel bars 1-1/2 inches wide by 1/4 inch thick by 24 inches long, with ends turned up 2 inches or with cross pins unless otherwise indicated.
1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M.

2.7 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim" and as follows:
1. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
 2. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 1/4 inch to form a stop for retaining sealant backer rod.
 3. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.
- B. Flexible Flashing: Use one of the following unless otherwise indicated:
1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.
 2. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.040 inch.
 3. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene interpolymer alloy.
 4. EPDM Flashing: Sheet flashing product made from ethylene-propylene-diene terpolymer, complying with ASTM D 4637/D 4637M, 0.040 inch thick.
- C. Single-Wythe CMU Flashing System: System of CMU cell flashing pans and interlocking CMU web covers made from UV-resistant, high-density polyethylene. Cell flashing pans have

integral weep spouts designed to be built into mortar bed joints and that extend into the cell to prevent clogging with mortar.

- D. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."
- E. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from urethane or PVC.
- B. Preformed Control-Joint Gaskets: Made from PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).

2.9 MASONRY-CELL FILL

- A. Loose-Fill Insulation: Perlite complying with ASTM C 549, Type II (surface treated for water repellency and limited moisture absorption) or Type IV (surface treated for water repellency and to limit dust generation).
- B. Lightweight-Aggregate Fill: ASTM C 331/C 331M.

2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use masonry cement mortar unless otherwise indicated.
 - 3. For exterior masonry and reinforced masonry, use masonry cement mortar.
 - 4. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
1. For masonry below grade or in contact with earth, use Type S.
 2. For reinforced masonry and mortar parge coats, use Type N.
 3. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
 4. For interior nonload-bearing partitions, Type O may be used instead of Type N.
- D. Pigmented Mortar: Use colored cement product.
1. Pigments shall not exceed 10 percent of portland cement by weight.
 2. Pigments shall not exceed 5 percent of masonry cement by weight.
 3. Application: Use pigmented mortar for exposed mortar joints with the following units:
- E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
1. Application: Use colored-aggregate mortar for exposed mortar joints with the following units:
- F. Grout for Unit Masonry: Comply with ASTM C 476.
1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
 2. Proportion grout in accordance with ASTM C 476, Table 1.
 3. Provide grout with a slump of 8-11 inches measured according to ASTM C 143/C 143M.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.2 TOLERANCES

- A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- F. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
 - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 - 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 - 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 - 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.5 MASONRY-CELL FILL

- A. Pour lightweight-aggregate fill into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet.
- B. Install molded-polystyrene insulation units into masonry unit cells before laying units.

3.6 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
 - 1. Space reinforcement not more than 16 inches o.c.
 - 2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.

3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.

3.7 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete, where masonry abuts or faces structural steel or concrete, to comply with the following:
 1. Provide an open space not less than 1/2 inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
 3. Space anchors as indicated, but not more than 24" o.c. vertically and 36" o.c. horiz.

3.8 FLASHING

- A. General: Install embedded flashing at ledges and other obstructions to downward flow of water in wall where indicated.
- B. Install flashing as follows unless otherwise indicated:
 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 2. At lintels, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
 3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
 4. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.
- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located

below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.

3.9 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
 - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
 - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 - 2. Limit height of vertical grout pours to not more than 60 inches.

3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Special inspections according to Level **B** in TMS 402/ACI 530/ASCE 5.
 - 1. Begin masonry construction only after inspectors verified site-prepared mortar.
 - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
 - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.
- E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.

- F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
- G. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.
- H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.
- I. Prism Test: For each type of construction provided, according to ASTM C 1314 at 28 days.

3.11 PARGING

- A. Parge exterior faces of below-grade masonry walls, where indicated, in two uniform coats to a total thickness of 3/4 inch. Dampen wall before applying first coat, and scarify first coat to ensure full bond to subsequent coat.
- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot. Form a wash at top of parging and a cove at bottom.
- C. Damp-cure parging for at least 24 hours and protect parging until cured.

3.12 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 - 2. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

3.13 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
 - 1. Do not dispose of masonry waste as fill within 18 inches of finished grade.
- B. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200

SECTION 044313.16 - ADHERED STONE MASONRY VENEER**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Stone masonry adhered to unit masonry backup.
- B. Related Requirements:
 - 1. Section 042000 "Concrete Unit Masonry" for concealed flashing.

1.2 ACTION SUBMITTALS

- A. Product Data: For each variety of stone, stone accessory, and manufactured product.
- B. Samples:
 - 1. For each stone type indicated.
 - 2. For each color of mortar required.

1.3 QUALITY ASSURANCE

- A. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects. Comply with requirements in Section 014000 "Quality Requirements" for mockups.
 - 1. Build sample panels for each type of adhered stone masonry veneer construction in sizes approximately 48 inches long by 36 inches high by full thickness.

1.4 FIELD CONDITIONS

- A. Protection of Stone Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work.
- B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
 - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried.
- C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS**2.1 LIMESTONE**

- A. Material Standard: Comply with ASTM C 568/C 568M.
 - 1. Classification: II Medium Density
- B. Varieties and Sources: Subject to compliance with requirements, provide from local source.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; natural color or white cement may be used as required to produce mortar color indicated.
 - 1. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91/C 91M.
- D. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979/C 979M. Use only pigments with a record of satisfactory performance in stone masonry mortar.
- E. Colored Portland Cement-Lime Mix: Packaged blend of portland cement, hydrated lime, and mortar pigments. Mix shall produce color indicated or, if not indicated, as selected from manufacturer's standard colors. Pigments shall not exceed 10 percent of portland cement by weight.
- F. Colored Masonry Cement Mix: Packaged blend of masonry cement and mortar pigments. Mix shall produce color indicated or, if not indicated, as selected from manufacturer's standard colors. Pigments shall not exceed 5 percent of masonry cement by weight.
- G. Aggregate: ASTM C 144 and as follows:
 - 1. For pointing mortar, use aggregate graded with 100 percent passing No. 16 sieve.
 - 2. White Aggregates: Natural white sand or ground white stone.
 - 3. Colored Aggregates: Natural-colored sand or ground marble, granite, or other sound stone; of color necessary to produce required mortar color.
- H. Water: Potable.

2.3 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing, where flashing is exposed or partly exposed and where indicated, complying as follows:
 - 1. Stainless Steel: ASTM A 240/A 240M, Type 304, 0.016 inch thick.
- B. Flexible Flashing: For flashing unexposed to the exterior, use the following unless otherwise indicated:
 - 1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive, rubberized-asphalt compound, bonded to a high-density, cross-laminated, polyethylene film to produce an overall thickness of not less than 0.030 inch.

2.4 MISCELLANEOUS MASONRY ACCESSORIES

- A. Cementitious Dampproofing for Limestone: Cementitious formulation recommended by ILI and nonstaining to stone, compatible with joint sealants, and noncorrosive to veneer anchors and attachments.
- B. Weep Products: Use the following unless otherwise indicated:
 - 1. Mesh Weep Holes: Free-draining mesh; made from polyethylene strands, full width of head joint and 2 inches high by thickness of stone masonry; in color selected from manufacturer's standard.
- C. Expanded Metal Lath: 3.4 lb/sq. yd., self-furring, diamond-mesh lath complying with ASTM C 847. Fabricate from structural-quality, zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G60.
- D. Welded-Wire Lath: ASTM C 933, fabricated into 2-by-2-inch mesh with minimum 0.0625-inch-diameter, galvanized-steel wire.

2.5 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar and grout stains, efflorescence, and other new construction stains from stone masonry surfaces without discoloring or damaging masonry surfaces; expressly approved for intended use by cleaner manufacturer and stone producer.

2.6 FABRICATION

- A. Cut stone to produce pieces of thickness, size, and shape indicated, including details on Drawings and pattern specified in "Setting Stone Masonry" Article.
 - 1. Shape stone specified to be laid in three-course, random range ashlar pattern with sawed beds.
- B. Gage backs of stones for adhered veneer if more than 81 sq. in. in area.

- C. Thickness of Stone: Provide thickness indicated, but not less than the following:
 - 1. Thickness: 1 inch plus or minus 1/4 inch.
- D. Size of Stone: Provide size indicated, but not less than the following:
 - 1. Size: 4 inch plus or minus 1/8 inch.
- E. Finish exposed stone faces and edges to comply with requirements indicated for finish and to match approved samples and mockups.
 - 1. Finish: Mixed split face and rock face.
 - 2. Finish for Sills: Smooth.
 - 3. Finish for Lintels: Smooth.
 - 4. Finish for Copings: Smooth.
 - a. Finish exposed ends of copings same as front and back faces.

2.7 MORTAR MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - 1. Do not use calcium chloride.
 - 2. Use masonry cement mortar unless otherwise indicated.
 - 3. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again, adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for one to two hours. Add remaining water in small portions until mortar reaches required consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.
- B. Mortar for Stone Masonry: Comply with ASTM C 270, Proportion Specification.
 - 1. Mortar for Setting Stone: Type S.
 - 2. Mortar for Pointing Stone: Type N.
- C. Cement-Paste Bond Coat: Mix either neat cement and water or cement, sand, and water to a consistency similar to that of thick cream.
- D. Mortar for Scratch Coat over Metal Lath: 1 part portland cement, 1/2 part lime, 5 parts loose damp sand, and enough water to produce a workable consistency.

- E. Mortar for Scratch Coat over Unit Masonry: 1 part portland cement, 1 part lime, 7 parts loose damp sand, and enough water to produce a workable consistency.
- F. Pigmented Mortar: Use colored cement product.
 - 1. Pigments shall not exceed 10 percent of portland cement by weight.
 - 2. Pigments shall not exceed 5 percent of masonry cement by weight.

PART 3 - EXECUTION

3.1 SETTING STONE MASONRY

- A. Perform necessary field cutting and trimming as stone is set.
 - 1. Use power saws to cut stone that is fabricated with saw-cut surfaces. Cut lines straight and true, with edges eased slightly to prevent snipping.
 - 2. Use hammer and chisel to split stone that is fabricated with split surfaces. Make edges straight and true, matching similar surfaces that were shop or quarry fabricated.
 - 3. Pitch face at field-split edges as needed to match stones that are not field split.
- B. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.
- C. Arrange stones in random running bond pattern with 4-inch course heights as indicated, random lengths, and uniform joint widths, with offset between vertical joints as indicated.
- D. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
- E. Maintain uniform joint widths, except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 1/4 inch at narrowest points or more than 1/2 inch at widest points.
- F. Provide sealant joints of widths and at locations indicated.
 - 1. Keep sealant joints free of mortar and other rigid materials.
 - 2. Sealant joints are specified in Section 079200 "Joint Sealants."
- G. Install embedded flashing and weep holes at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
 - 1. At multiwythe masonry walls, extend flashing through stone masonry, turned up a minimum of 4 inches and extend into or through inner wythe to comply with requirements in Section 042000 "Concrete Unit Masonry."

2. At lintels and shelf angles, extend flashing full length of angles but not less than 6 inches into masonry at each end.
 3. At sills, extend flashing not less than 4 inches at ends.
 4. At ends of head and sill flashing, turn up not less than 2 inches to form end dams.
 5. Extend sheet metal flashing 1/2 inch beyond masonry face at exterior and turn flashing down to form a drip.
 6. Install metal drip edges beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 inch back from exterior wall face and adhere flexible flashing to top of metal drip edge.
 7. Install metal flashing termination beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 inch back from exterior wall face and adhere flexible flashing to top of metal flashing termination.
 8. Cut flexible flashing flush with wall face after completing masonry wall construction.
- H. Coat limestone with cementitious dampproofing as follows:
1. Stone at Grade: Beds, joints, and back surfaces to at least 12 inches above finish-grade elevations.
 2. Stone Extending below Grade: Beds, joints, back surfaces, and face surfaces below grade.
- I. Place weep holes in joints where moisture may accumulate, including above shelf angles and at flashing.
1. Use mesh weep holes to form weep holes.
 2. Use wicking material to form weep holes above flashing in stone sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
 3. Space weep holes 24 inches o.c.
 4. Trim wicking material used in weep holes flush with exterior wall face after mortar has set.

3.2 CONSTRUCTION TOLERANCES

- A. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch in 40 feet or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.

- B. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.
- C. Variation of Linear Building Line: For position shown in plan, do not exceed 1/2 inch in 20 feet or 3/4 inch in 40 feet or more.

3.3 INSTALLATION OF ADHERED STONE MASONRY VENEER

- A. Install lath over unit masonry and concrete to comply with ASTM C 1063.
- B. Install scratch coat over metal lath 3/8 inch thick to comply with ASTM C 926.
- C. Coat backs of stone units and face of masonry backup with cement-paste bond coat, then butter both surfaces with setting mortar. Use sufficient setting mortar, so a slight excess will be forced out the edges of stone units as they are set. Tap units into place, completely filling space between units and masonry backup.
- D. Rake out joints for pointing with mortar to depth of not less than 1/2 inch before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

3.4 POINTING

- A. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch deep until a uniform depth is formed.
- B. Point stone joints by placing and compacting pointing mortar in layers of not more than 3/8 inch deep. Compact each layer thoroughly, and allow to it become thumbprint hard before applying next layer.
- C. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile:
 - 1. Joint Profile: Smooth, flat face slightly below edges of stone.

3.5 ADJUSTING AND CLEANING

- A. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before cleaning stone masonry.

3. Wet wall surfaces with water before applying cleaner; remove cleaner promptly by rinsing thoroughly with clear water.
4. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20, Revised II, using job-mixed detergent solution.
5. Clean stone masonry with proprietary acidic cleaner applied according to manufacturer's written instructions.
6. Clean limestone masonry to comply with recommendations in ILI's "Indiana Limestone Handbook."

3.6 EXCESS MATERIALS AND WASTE

- A. Excess Stone: Stack excess stone where directed by Owner for Owner's use.
- B. Disposal as Fill Material: Dispose of clean masonry waste, including mortar and excess or soil-contaminated sand, by crushing and mixing with fill material as fill is placed.
 1. Do not dispose of masonry waste as fill within 18 inches of finished grade.

END OF SECTION 044313.16

SECTION 071900 - WATER REPELLENTS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes penetrating water-repellent treatments for the following vertical and horizontal surfaces:
 - 1. Natural stone.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of water repellent and substrate indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Product certificates.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: An employer of workers trained and approved by manufacturer.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. PROSOCO, Inc., 3741 Greenway Circle, Lawrence, KS 66046. Phone: (800) 255-4255; Fax: (785) 830-9797. Email: CustomerCare@prosoco.com.
- B. Equivalents may be considered.

2.2 PRODUCTS

- A. Sure Klean® Weather Seal Blok-Guard® and Graffiti Control: Clear, solvent-based silicone elastomer formulated to weatherproof concrete block and other porous masonry materials and protect treated surfaces from repeated graffiti attacks without altering the natural appearance. Blok-Guard® and Graffiti Control penetrates and fills pores to prevent water penetration through exterior walls exposed to normal weathering. Graffiti removal is fast and easy using Defacer Eraser® Graffiti Remover.
 - 1. Typical Technical Data:

- a. Form: Clear Liquid
 - b. Specific Gravity: 0.802
 - c. pH: Not applicable
 - d. Weight/Gallon: 6.67 pounds
 - e. Active Content: 9 percent
 - f. Total Solids: 9 percent ASTM D 2369
 - g. VOC Content: greater than 600 grams per liter. Manufactured and marketed in compliance with USEPA AIM VOC regulations (40 CFR 59.403). Not suitable for sale in states and districts with more restrictive AIM VOC regulations.
 - h. Flash Point: 100 degrees F (38 degrees C) ASTM D 3278
 - i. Freeze Point: less than -22 degrees F (less than -30 degrees C)
 - j. Shelf Life: 1 year in tightly sealed, unopened container
2. Limitations:
- a. Not suitable for extremely dense or polished surfaces.
 - b. Not suitable for asphaltic surfaces.
 - c. Not recommended for below-grade applications.
 - d. May darken or enhance the natural color of some surfaces. Always Test to ensure desired results.
 - e. Will not prevent water penetration through structural cracks, defects or open joints.
- B. Equivalentents may be considered.

2.3 PENETRATING WATER REPELLENTS

- A. Silane, Penetrating Water Repellent: Clear, containing 20 percent or more solids of alkyltrialkoxysilanes; with alcohol, mineral spirits, water, or other proprietary solvent carrier; and with 600 g/L or less of VOCs.
- B. Siloxane, Penetrating Water Repellent: Clear, containing 10 percent or more solids of oligomeric alkylalkoxysiloxanes; with alcohol, ethanol, mineral spirits, water, or other proprietary solvent carrier; and with 600 g/L or less of VOCs.
- C. Silane/Siloxane-Blend, Penetrating Water Repellent: Clear, silane and siloxane blend with 600 g/L or less of VOCs.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
 - 1. Verify that surfaces are clean and dry according to water-repellent manufacturer's requirements. Check moisture content in representative locations by method recommended by manufacturer.
 - 2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
 - 3. Verify that required repairs are complete, cured, and dry before applying water repellent.
- B. Test pH level according to water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.

3.2 PREPARATION

- A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, according to repellent manufacturer's written instructions.
- B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water-repellent manufacturer's written instructions.
- C. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- D. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
 - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply coating of water repellent on surfaces to be treated using low-pressure spray to the point of saturation. Apply coating in dual passes of uniform, overlapping strokes. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.

1. Cast Stone: At Contractor's option, first application of water repellent may be completed before installing units. Mask mortar and sealant bond surfaces to prevent water repellent from migrating onto joint surfaces. Remove masking after repellent has cured.
- C. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.4 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Correct damage to work of other trades caused by water-repellent application.
- B. Comply with manufacturer's written cleaning instructions.

END OF SECTION 071900

SECTION 101419 - DIMENSIONAL LETTER SIGNAGE**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Fabricated channel dimensional characters.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
 - 3. Show message list, typestyles, graphic elements, and layout for each sign.
 - 4. Show locations of electrical service connections.
 - 5. Include diagrams for power, signal, and control wiring.
- C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design sign structure and anchorage of dimensional character sign type(s) according to structural performance requirements.
- B. Structural Performance: Signs and supporting elements shall withstand the effects of gravity and other loads within limits and under conditions indicated.
- C. Thermal Movements: For exterior fabricated channel dimensional characters, allow for thermal movements from ambient and surface temperature changes.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 DIMENSIONAL CHARACTERS

- A. Fabricated Channel Characters: Metal face and side returns formed free from warp and distortion; with uniform faces, sharp corners, and precisely formed lines and profiles; internally braced for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners; and as follows.
 - 1. Character Material: Sheet or plate aluminum.
 - 2. Character Height: As indicated on Drawings.
 - 3. Character Depth: As indicated on Drawings.
 - 4. Finishes:
 - a. Integral Aluminum Finish: Clear anodized.
 - 5. Mounting: As indicated on Drawings.
 - a. Hold characters at distance as selected by Architect from wall surface.

2.3 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following:
 - 1. Use concealed fasteners and anchors unless indicated to be exposed.
 - 2. For exterior exposure, furnish hot-dip galvanized devices unless otherwise indicated.
 - 3. Exposed Metal-Fastener Components, General:

- a. Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.
- 4. Sign Mounting Fasteners:
 - a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.
 - b. Projecting Studs: Threaded studs with sleeve spacer, welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.
 - c. Through Fasteners: Exposed metal fasteners matching sign finish, with type of head indicated, installed in predrilled holes.
- B. Adhesive: As recommended by sign manufacturer.
- C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

2.4 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 - 1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 - 2. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
 - 3. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
 - 4. Internally brace dimensional characters for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners.
 - 5. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
 - 6. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.

- B. Brackets: Fabricate brackets, fittings, and hardware for bracket-mounted signs to suit sign construction and mounting conditions indicated. Modify manufacturer's standard brackets as required.
 - 1. Aluminum Brackets: Factory finish brackets with baked-enamel or powder-coat finish to match sign-background color unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
 - 3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Mounting Methods:
 - 1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
 - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.
 - b. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.
 - 2. Projecting Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
 - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place spacers on studs, place sign in position, and push until spacers are pinched between sign and substrate, embedding the stud ends in holes. Temporarily support sign in position until adhesive fully sets.
 - b. Thin or Hollow Surfaces: Place spacers on studs, place sign in position with spacers pinched between sign and substrate, and install washers and nuts on stud ends projecting through opposite side of surface, and tighten.

3. Through Fasteners: Drill holes in substrate using predrilled holes in sign as template. Countersink holes in sign if required. Place sign in position and flush to surface. Install through fasteners and tighten.
 4. Back Bar and Brackets: Remove loose debris from substrate surface and install backbar or bracket supports in position, so that signage is correctly located and aligned.
 5. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.
- C. Remove temporary protective coverings and strippable films as signs are installed.

END OF SECTION 101419

RESPECTFULLY SUBMITTED on March 1, 2024.

By: *Joe Fazzino*
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Joe Fazzino, President
(Typed or Printed Name and Title)

Bidder: Southwest Monument & Sign
(Name of Company)

Business Address: 1302 West Blanco Road
San Antonio, TX 78232

Telephone No: 844-331-1522

IF Bidder is a Corporation:

ATTEST

Norma Jean Rivera

(Signature of Witness)

(Corporate Seal)



Texas
(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.



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

Submitted By: Roman Baligad, Emergency Management Coordinator

Council Meeting Date: March 19, 2024

Agenda Item Wording: **Discuss and possible action on a Declaration of Disaster related to the April 8, 2024 Total Solar Eclipse. Sponsor: Mayor Bill Foulds, Jr.**

Agenda Item Requestor:

Summary/Background: The 2024 Solar eclipse is expected to see the population of Dripping Springs to triple if not quadruple in size throughout the days leading up to and including the day of the event leading to extreme traffic congestion, a strain on food and groceries, and fuel shortages throughout the city and ETJ. Enacting this disaster declaration in advance of the event activates the city’s emergency management plan to take lifesaving precautions and authorizes more aid if needed.

Commission Recommendations:

Recommended Council Actions: City staff recommends approval.

Attachments: 2024 Solar Eclipse Disaster Declaration

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS
DECLARATION No. 2024- D____

**A DECLARATION OF THE CITY OF DRIPPING SPRINGS, TEXAS
 (“DRIPPING SPRINGS”), DUE TO THE APRIL 8TH, 2024 SOLAR
 ECLIPSE**

WHEREAS, on April 8th, 2024, Dripping Springs, Texas will be in the direct line of a total solar eclipse that will traverse across North America; and

WHEREAS, this event is expected to see the population Dripping Springs, Texas, triple, if not quadruple, in size throughout the days leading up to and including the day of the event, leading to extreme traffic congestion, enormous strain on first responder organizations, hospital systems, food, grocery and fuel shortages, along with city and county infrastructure, threatening the safety of all residents; and

WHEREAS, the Dripping Springs City Council has determined that extraordinary measures must be taken to protect the health, safety, and welfare of Dripping Springs residents and visitors that may be impacted as a result of the April 8th, 2024, solar eclipse; and

WHEREAS, the Dripping Springs City Council, in consultation with area emergency management coordinators, law enforcement officials, and fire and rescue officials, has determined that the potential exists for roads, streets and highways to be stressed to and above capacity during certain times of the event; and

WHEREAS, City Council has determined that a registration process for property owners and event venues who intend to have an eclipse event with more than 50 people is in the best interests of the public safety; and

WHEREAS, the potential stress and over-capacity of city, county, state, and federal streets, roads, and highways may create a public safety event whereby law enforcement and fire and rescue officers will be impeded from responding to calls for service; and

WHEREAS, the Dripping Springs City Council, urges all residents of Dripping Springs to be mindful of the increased traffic, avoid driving, if possible, ensure all vehicles are filled with fuel the week leading up to this event, ensure sufficient groceries and supplies are purchased well in advance, and to take all cautionary measures to ensure the safety of all persons and animals in their care.

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

Section 1. That pursuant to Section 418.108, Texas Government Code, a local state of emergency and disaster to be caused by the April 8th, 2024, solar eclipse event is hereby

declared for Dripping Springs, Texas including, to the extent permitted by law, the extraterritorial jurisdiction of Dripping Springs (“City Limits”).

Section 2. That pursuant to section 418.108(b) of the Government Code, this state of emergency for the April 8th, 2024, solar eclipse event shall continue for a period of not more than thirty (30) days from the date of this declaration, unless further extended by the Dripping Springs City Council.

Section 3. That pursuant to section 418.108(d) of the Government Code, this declaration activates the Dripping Springs Emergency Management Plans and authorizes the furnishing of aid and assistance under this declaration.

Section 4. That this declaration authorizes Dripping Springs to take any actions necessary to promote life, safety and critical infrastructure protection.

Section 5. That City Offices other than essential services shall not be open on April 8, 2024 including building inspections and permits, and planning reviews.

Section 6. That property owners and entities having events with fifty (50) or more people within the City Limits shall register on Destination Dripping Springs or email registration to eclipse@cityofdrippingsprings.com.

Section 7. That this declaration shall take effect from March 19, 2024, and after its issuance, and upon approval of the Dripping Springs City Council, shall continue in effect until terminated by the Dripping Springs City Council.

Section 8. That pursuant to this declaration, additional directives may be issued by the Dripping Springs City Council at any time deemed necessary.

That this proclamation shall take effect immediately from and after its issuance.

ORDERED this ____ of _____, 2024.

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2024-_____

BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2023-2024 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2023-2024; and

WHEREAS, the City has had a need to adjust line items in the General and Parkland Dedication Funds; and

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

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

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

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

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2023-2024 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2023-2024 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

General Fund:

Revenues:

- TXF from Parkland Dedication has increased **\$12,560.00** (From \$541,480.00 to \$554,040.0)

Expenditures:

- S & R Park Improvements has increased **\$12,560.00** (From \$54,000.00 to \$66,560.00)

Parkland Dedication Fund:

Revenues:

- Park Improvements has increased **\$12,560.00** (From \$541,480.00 to \$554,040.0)

3. REPEALER

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

4. SEVERABILITY

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

5. NOTICE TO COUNTY

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 19th day of March 2024 by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator

Date: March 19, 2024

RE: FY 2024 Proposed Budget Amendment #5

General Fund:

Revenues:

- TXF from Parkland Dedication has increased **\$12,560.00** (From \$541,480.00 to \$554,040.0)
 - This additional funding is being proposed to cover the additional costs related to the installation of signage at the Sports and Recreation Park.

Expenditures:

- S & R Park Improvements has increased **\$12,560.00** (From \$54,000.00 to \$66,560.00)
 - The City recently put out a bid for the installation of signage at Sports and Recreation Park. The selected bidder can in at \$66,560.00 which was more than originally budgeted. The additional costs are being covered by the Parkland Dedication Fund. The Parks Department will have an item on the March 19th agenda to award the contract.

Parkland Dedication Fund:

Expenditures:

- Park Improvements has increased **\$12,560.00** (From \$541,480.00 to \$554,040.0)
 - This additional funding is being proposed to cover the additional costs related to the installation of signage at the Sports and Recreation Park.

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #5

CITY - GENERAL FUND

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Balance Forward	3,712,517.47	3,804,637.39		
Revenue				
AD Valorem	3,389,487.36	3,389,487.36		-
AV P&I	4,000.00	4,000.00		-
Sales Tax	3,800,000.00	3,800,000.00		-
Mixed Beverage	75,000.00	75,000.00		-
Alcohol Permits	9,000.00	9,000.00		-
Fire Inspections	50,000.00	50,000.00		-
Bank Interest	50,000.00	50,000.00		-
Development Fees:				-
- Subdivision	638,875.00	638,875.00		-
- Site Dev	850,000.00	850,000.00		-
- Zoning/Signs/Ord	65,000.00	65,000.00		-
Building Code	1,500,000.00	1,500,000.00		-
Transportation Improvements Reimbursements	240,000.00	240,000.00		-
Solid Waste	45,000.00	45,000.00		-
Health Permits/Inspections	75,000.00	75,000.00		-
Municipal Court				-
Other Income	40,000.00	40,000.00		-
TXF from Capital Improvements				-
TXF DSRP On Call	10,400.00	10,400.00		-
TXF from HOT				-
TXF from WWU				-
TXF from TIRZ	100,558.00	100,558.00		-
TXF from Sidewalk Fund				-
FEMA	-	-		-
CARES Act	-	-		-
Opioid Abatement	-	-		-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-		-
Total	14,654,837.83	14,746,957.75		-
Expense				
Supplies	35,000.00	35,000.00		-
Office IT Equipment and Support	139,499.00	139,499.00		-
Software Purchase, Agreements and Licenses	192,000.00	192,000.00		-
Website	6,800.00	6,800.00		-
Communications Network/Phone	58,395.84	58,395.84		-
Miscellaneous Office Equipment	10,300.00	10,300.00		-
Utilities:				-
- Street Lights	20,000.00	20,000.00		-
- Streets Water	4,000.00	4,000.00		-
- Office Electric	5,500.00	5,500.00		-
- Office Water	650.00	650.00		-
- Stephenson Electric	1,500.00	1,500.00		-
- Stephenson Water	500.00	500.00		-
Transportation:				-
- Improvement Projects	1,140,000.00	1,140,000.00		-
- Street & ROW Maintenance	211,005.00	211,005.00		-
- Street Improvements	660,000.00	660,000.00		-
Office Maintenance/Repairs	19,860.00	19,860.00		-
Stephenson Building Maintenance	550.00	550.00		-
Maintenance Equipment	8,500.00	8,500.00		-
Equipment Maintenance	6,750.00	6,750.00		-
Maintenance Supplies	6,500.00	6,500.00		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Fleet Acquisition	361,000.00	361,000.00		-
Fleet Maintenance	78,020.00	78,020.00		-
City Hall Improvements	556,000.00	556,000.00		-
Uniforms	17,500.00	17,500.00		-
Special Projects:				-
- Family Violence Ctr	7,000.00	7,000.00		-
- Lighting Compliance	2,000.00	2,000.00		-
- Economic Development	5,000.00	5,000.00		-
- Records Management	1,220.00	1,220.00		-
- Government Affairs	-	-		-
- Stephenson Parking Lot Improvements				-
- Stephenson Building Rehabilitation	92,025.00	92,025.00		-
- OFR Grant Writer				-
- Planning Consultant	165,000.00	257,119.92		-
- Land Acquisition	10,000.00	10,000.00		-
- Downtown Bathroom	200,000.00	200,000.00		-
- City Hall Planning	20,000.00	20,000.00		-
Public Safety:				-
- Emergency Management Equipment	79,200.00	79,200.00		-
- Emergency Equipment Fire & Safety	996.00	996.00		-
- Emergency Mgt PR	2,000.00	2,000.00		-
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00		-
- Emergency Management Other	-	-		-
- Animal Control	3,400.00	3,400.00		-
Public Relations	15,300.00	15,300.00		-
Postage	3,500.00	3,500.00		-
TML Insurance:				-
- Liability	27,277.00	27,277.00		-
- Property	48,810.00	48,810.00		-
- Workers' Comp	34,656.00	34,656.00		-
Dues, Fees, Subscriptions	31,500.00	31,500.00		-
Public Notices	2,000.00	2,000.00		-
City Sponsored Events				-
Election	8,000.00	8,000.00		-
Salaries	3,238,716.65	3,238,716.65		-
Taxes	259,605.82	259,605.82		-
Benefits	279,323.88	279,323.88		-
Retirement	185,186.55	185,186.55		-
DSRP Salaries	540,752.60	540,752.60		-
DSRP Taxes	43,887.57	43,887.57		-
DSRP Benefits	66,694.30	66,694.30		-
DSRP Retirement	31,931.44	31,931.44		-
Professional Services:				-
- Financial Services	37,500.00	37,500.00		-
- Engineering	70,000.00	70,000.00		-
- Special Counsel and Consultants	49,000.00	49,000.00		-
- Muni Court	15,500.00	15,500.00		-
- Bldg. Inspector	750,000.00	750,000.00		-
- Fire Inspector	40,000.00	40,000.00		-
- Health Inspector	60,000.00	60,000.00		-
- Architectural and Landscape Consultants	5,000.00	5,000.00		-
- Historic District Consultant	13,500.00	19,750.00		-
- Lighting Consultant	2,000.00	2,000.00		-
- Human Resource Consultant	28,306.00	28,306.00		-
Training/CE	84,158.93	84,158.93		-
Employee Engagement	20,000.00	20,000.00		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Meeting Supplies	12,700.00	12,700.00		-
Code Publication	5,200.00	5,200.00		-
Mileage	2,000.00	2,000.00		-
Miscellaneous Office Expense	10,000.00	10,000.00		-
Bad Debt Expense	-	-		-
Contingencies/Emergency Fund	50,000.00	50,000.00		-
Coronavirus Local Fiscal Recovery Funds (CLFRF)				-
Debt Payment 2024	367,000.00	367,000.00		-
TXF to Reserve Fund	500,000.00	500,000.00		-
TXF AV to TIF	668,644.77	528,625.00		
TXF to TIRZ				-
Sales Tax TXF to WWU	760,000.00	760,000.00		-
SPA & ECO D TXF	218,880.00	218,880.00		-
TXF to DSRP	-	-		
TXF to Capital Improvement Fund	300,000.00	300,000.00		
TXF to Vehicle Replacement Fund	86,010.00	86,010.00		
TXF to WWU				
TXF to Founders Day				
TXF to Farmers Market	16,679.31	16,679.31		
Total	13,128,993.66	13,087,343.81		-
PARKS - GENERAL FUND				
Revenue				
Sponsorships and Donations	5,000.00	5,000.00		
City Sponsored Events				
Programs and Events	22,600.00	22,600.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	55,300.00	55,300.00		
Pool and Pavilion Rental	20,800.00	20,800.00		
Park Rental Fees	6,000.00	6,000.00		
Reimbursement of Utility Costs				
TXF from HOT Fund	-	-		
TXF from Parkland Dedication	541,480.00	541,480.00	554,040.00	12,560.00
TXF from Parkland Development				
TXF from Landscaping Fund	3,000.00	3,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	-	-		
Total Revenue	655,980.00	655,980.00	668,540.00	12,560.00
Expense				
Other	13,320.00	13,320.00		
Park Consultants				
Dues Fees and Subscriptions	3,402.00	3,402.00		
Advertising & Marketing	16,250.00	16,250.00		
Total Other	32,972.00	32,972.00		-
Public Improvements				
All Parks	156,500.00	156,500.00		
Triangle Improvement	-	-		
Rathgeber Improvements	215,000.00	215,000.00		
Founders Park	597,000.00	597,000.00		
Founders Pool				
Skate Park	150,000.00	150,000.00		
S & R Park	54,000.00	54,000.00	66,560.00	12,560.00
Charro Ranch Park	600.00	600.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Total Improvements	1,173,100.00	1,173,100.00	1,185,660.00	12,560.00
Utilities				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	500.00	500.00		
Ranch House Network/Phone	8,568.00	8,568.00		
S&R Park Water	13,000.00	13,000.00		
SRP Electric	2,500.00	2,500.00		
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	5,000.00	5,000.00		
Pool Phone/Network	3,040.00	3,040.00		
FMP Pool Propane	13,250.00	13,250.00		
Total Utilities	59,608.00	59,608.00		-
Maintenance				
General Maintenance (All Parks)	9,000.00	9,000.00		
Trail Washout repairs				
Equipment Rental	1,000.00	1,000.00		
Founders Pool	36,000.00	36,000.00		
Founders Park	17,740.00	17,740.00		
Skate Park Maintenance	500.00	500.00		
S&R	42,920.00	42,920.00		
Charro Ranch Park	9,300.00	9,300.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
Rathgeber Maintenance				
Total Maintenance	117,160.00	117,160.00		-
Supplies				
General Parks	8,550.00	8,550.00		
Charro Ranch Supplies	1,250.00	1,250.00		
Founders Park Supplies	-	-		
Founders Pool Supplies	40,075.00	40,075.00		
Program and Events	10,950.00	10,950.00		
DSRP & Ranch House Supplies				
Rathgeber Supplies	600.00	600.00		
S&R Supplies	400.00	400.00		
Total Supplies	61,825.00	61,825.00		-
Program Staff				
Camp Staff				
Program Event Staff	27,801.76	27,801.76		
Aquatics Staff	130,642.09	130,642.09		
Total Staff Expense	158,443.85	158,443.85		-
Total Parks Expenditures	1,603,108.85	1,603,108.85	1,615,668.85	12,560.00
FOUNDERS DAY - GENERAL FUND				
Balance Forward	46,869.01	46,869.01		
Revenue				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,300.00	1,300.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	14,000.00	14,000.00		
Parade	4,000.00	4,000.00		
Sponsorship	90,000.00	90,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Parking concession	1,000.00	1,000.00		
Electric	3,300.00	3,300.00		
Misc.				
TXF from General Fund				
Total	171,319.01	171,319.01		-
Expense				
Publicity	2,500.00	2,500.00		
Porta-Potties	15,000.00	15,000.00		
Security	35,000.00	35,000.00		
Health, Safety & Lighting	30,500.00	30,500.00		
Transportation	7,000.00	7,000.00		
Barricades/Traffic Plan	6,500.00	6,500.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	20,000.00	20,000.00		
FD Event Supplies	7,750.00	7,750.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,400.00	4,400.00		
Electricity	2,000.00	2,000.00		
FD Electrical Setup	225.00	225.00		
Contingencies	-	-		
Total expenses	160,025.00	160,025.00	-	-
Balance Forward	11,294.01	11,294.01		-
ECLIPSE - 2024				
Revenue				
Sponsorships				
- Sunblock Party	20,000.00	20,000.00		
- Glasses	5,000.00	5,000.00		
- Misc. Sponsorships	5,000.00	5,000.00		
Sales				
- Glasses	12,000.00	12,000.00		
- T-Shirts	3,500.00	3,500.00		
- Other	2,000.00	2,000.00		
TXF from HOT	62,709.00	62,709.00		
Total	110,209.00	110,209.00		-
Expense				
Merchandise				
- Glasses	14,139.00	14,139.00		
- T-Shirts	2,500.00	2,500.00		
- Stickers	1,000.00	1,000.00		
- Other	6,000.00	6,000.00		
Maintenance	32,670.00	32,670.00		
Block Party	28,500.00	28,500.00		
Other	25,400.00	25,400.00		
Total expenses	110,209.00	110,209.00		-
CONSOLIDATED GENERAL FUND				
Revenue				
City	14,654,837.83	14,746,957.75	-	
Parks	655,980.00	655,980.00	668,540.00	12,560.00
Founders	171,319.01	171,319.01	-	-
Eclipse	110,209.00	110,209.00	-	-
Total	15,592,345.84	15,684,465.76		11,877.92

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Expense				
City	13,128,993.66	13,087,343.81	-	
Parks	1,603,108.85	1,603,108.85	1,615,668.85	12,560.00
Founders	160,025.00	160,025.00	-	-
Eclipse	110,209.00	110,209.00	-	-
Total Expense	15,002,336.50	14,960,686.65		12,560.00
Balance Forward	590,009.34	723,779.11		-

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	31,438.39	31,438.39		
Revenue				
FM Sponsor	4,000.00	4,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	70,000.00	70,000.00		
Applications	1,800.00	1,800.00		
Membership Fee	2,000.00	2,000.00		
Interest Income	1,300.00	1,300.00		
Market Event/Merch.	1,000.00	1,000.00		
Transfer from General Fund	16,679.31	16,679.31		
Total	129,217.70	129,217.70		-

Expense				
Advertising	4,700.00	4,700.00		
Market Manager	56,968.21	56,968.21		
Market Specialist				
Payroll Tax Expense	4,610.07	4,610.07		
DSFM Benefits	6,676.72	6,676.72		
Retirement	3,363.97	3,363.97		
Entertainment& Activities	3,000.00	3,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	-	-		
Training	100.00	100.00		
Office Expense	200.00	200.00		
Supplies Expense	-	-		
Network & Phone	200.00	200.00		
Cleaning & Maintenance	2,200.00	2,200.00		
Other Expense	-	-		
Capital Fund				
Contingency Fund	500.00	500.00		
Transfer to Reserve Fund	35,000.00	35,000.00		
Total Expense	117,718.98	117,718.98		-
Balance Forward	11,498.72	11,498.72		-

PARKLAND DEDICATION FUND

Balance Forward	564,405.81	564,405.81		
Revenue				
Parkland Fees	-	-		
Total Revenue	564,405.81	564,405.81		-
Expense				
Park Improvements	541,480.00	541,480.00	554,040.00	12,560.00
TXF to AG Facility				
Master Naturalists				
Total Expenses	541,480.00	541,480.00		12,560.00

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Balance Forward	22,925.81	22,925.81		(12,560.00)
PARKLAND DEVELOPMENT FUND				
Balance Forward	-			
Revenue				
Parkland Development Fees				
Total Revenue	-			
Expense				
Transfer to Parks				
Total Expenses	-			
Balance Forward	-			
AG FACILITY FUND				
Balance Forward	-			
Revenue				
Ag Facility Fees				
Total Revenues	-			
Expense				
TXF to DSRP				
Total Expense	-			
Balance Forward	-			
LANDSCAPING FUND				
Balance Forward	624,827.64	624,827.64		
Revenue				
Tree Replacement Fees				
Total Revenues	624,827.64	624,827.64		-
Expense				
Sports and Rec Park	-	-		
DSRP				
FMP	3,000.00	3,000.00		
Charro				
Historic Districts				
Professional Services				
Tree Maintenance	25,000.00	41,200.00		
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		
Total Expense	30,300.00	46,500.00		-
Balance Forward	594,527.64	578,327.64		-
SIDEWALK FUND				
Balance Forward	1,497.00	1,497.00		
Revenue				
Fees	-			
Total Revenues	1,497.00	1,497.00		-
Expense				
Expense	-			
Total Expense	-			
Balance Forward	1,497.00	1,497.00		

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #5

Change

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	242,088.02	242,088.02	
Revenue			
Stall Rentals	37,200.00	37,200.00	
RV/Camping Site Rentals	19,000.00	19,000.00	
Facility Rentals	113,500.00	113,500.00	
Equipment Rental	6,000.00	6,000.00	
Sponsorships & Donations	52,275.00	52,275.00	
Merchandise Sales	22,065.20	22,065.20	
Riding Permits	9,500.00	9,500.00	
Staff & Misc. Fees	4,000.00	4,000.00	
Cleaning Fees	25,000.00	25,000.00	
General Program and Events:			
- Riding Series	35,000.00	35,000.00	
- Coyote Camp	137,100.00	137,100.00	
- Misc. Events	2,000.00	2,000.00	
- Programing	15,100.00	15,100.00	
- Concert Series			
- Ice Rink	329,425.00	320,625.00	
Other Income	500.00	500.00	
Interest	2,000.00	2,000.00	
TXF from Ag Facility			
TXF from HOT	300,000.00	308,800.00	
TXF for RV/ Parking Lot HOT			
TXF from General Fund			
TXF from Landscape Fund			
TXF from PEG			
TXF from General Fund CLFRF			
Total Revenue	1,351,753.22	1,351,753.22	-
Expense			
Advertising	15,000.00	15,000.00	
Office Supplies	10,000.00	10,000.00	
Postage	-	-	
DSRP On Call	10,400.00	10,400.00	
Camp Staff	108,246.48	108,246.48	
Network and Communications	14,518.00	14,518.00	
IT Equipment & Support	5,000.00	5,000.00	
Co-Sponsored Events	7,900.00	7,900.00	
Sponsorship Expenses	2,100.00	2,100.00	
Supplies and Materials	13,545.00	13,545.00	
Uniforms	3,500.00	3,500.00	
Ranch House Supplies	1,000.00	1,000.00	
Dues, Fees and Subscriptions	5,127.50	5,127.50	
Mileage	500.00	500.00	
Equipment	20,000.00	20,000.00	
House Equipment			
Equipment Rental	2,000.00	2,000.00	
Equipment Maintenance	25,000.00	25,000.00	
Portable Toilets	2,500.00	2,500.00	
Electric	60,000.00	60,000.00	
Water	7,000.00	7,000.00	
Septic	750.00	750.00	
Lift Station Maintenance	12,000.00	12,000.00	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	-	-		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	12,400.00	12,400.00		
General Program and Events:				
- Riding Series	32,000.00	32,000.00		
- Coyote Camp	16,000.00	16,000.00		
- Misc. Events	700.00	700.00		
- Programing	8,000.00	8,000.00		
- Concert Series				
- Ice Rink	242,719.40	242,719.40		
Other Expense	20,000.00	20,000.00		
Improvements	355,000.00	355,000.00		
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	155,697.24	155,697.24		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	10,000.00	10,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	17,065.20	17,065.20		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	32,145.00	32,145.00		
Total Expenses	1,331,363.82	1,331,363.82		-
Balance Forward	20,389.40	20,389.40		-

HOTEL OCCUPANCY TAX FUND

Balance Forward	549,203.99	549,203.99		
Revenues				
Hotel Occupancy Tax	800,000.00	800,000.00		
Interest	7,200.00	7,200.00		
Total	1,356,403.99	1,356,403.99		-

Expenses

Advertising	-	-		
Christmas Lighting Displays	27,290.00	67,290.00		
City Sponsored Events				
Historic Districts Marketing	-	-		
Signage	8,840.00	8,840.00		
Arts	20,000.00	20,000.00		
Lighting	-	-		
Dues and Fees	12,000.00	12,000.00		
TXF to Debt Service	88,487.50	88,487.50		
RV/ Parking Lot				
Software	8,000.00	8,000.00		
TXF to General Fund	62,709.00	62,709.00		
TXF to DSVB	233,072.73	233,072.73		
TXF to Event Center	300,000.00	308,800.00		
Grants	39,885.00	39,885.00		
Total expenses	800,284.23	849,084.23		-
Balance Forward	556,119.76	507,319.76	507,319.76	-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
VISITORS BUREAU				
Balance Forward	-	-		
Revenue				
Fees				
- Brewers Fest	1,000.00	1,000.00		
- Wedding Showcase	14,000.00	14,000.00		
Ticket Sales				
- Brewers Fest	12,000.00	12,000.00		
- Dripping with Taste	5,000.00	5,000.00		
- Songwriter's Festival	8,500.00	8,500.00		
Merchandise				
- Brewers Fest	1,000.00	1,000.00		
- Songwriters Festival	5,000.00	5,000.00		
- Eclipse	2,000.00	2,000.00		
Sponsorships & Donations				
- Songwriter's Festival	78,000.00	78,000.00		
Grants	-	-		
TXF from HOT Fund	233,072.73	233,072.73		
Total	359,572.73	359,572.73		-
Expense				
Personnel				
- Salaries	144,350.00	144,350.00		
- Taxes	11,546.78	11,546.78		
- Benefits	13,430.08	13,430.08		
- TMRS	8,523.87	8,523.87		
Dues, Fees and Subscriptions	3,525.00	3,525.00		
Advertising & Marketing	20,053.00	20,053.00		
Supplies	1,800.00	1,800.00		
IT Equipment & Support	-	-		
Software	25,260.00	25,260.00		
Training & Education	3,000.00	3,000.00		
Professional Services				
- Marketing Consultant	5,000.00	5,000.00		
Utilities				
- Water				
- Electricity	650.00	650.00		
- Phone/Network				
Website	7,150.00	7,150.00		
Office Maintenance/Repairs	13,740.00	13,740.00		
Postage	250.00	250.00		
Other	7,214.00	7,214.00		
Brewers Fest	7,680.00	7,680.00		
Dripping with Taste	4,700.00	4,700.00		
Songwriter's Festival	68,700.00	68,700.00		
Wedding Showcases	13,000.00	13,000.00		
Total expenses	359,572.73	359,572.73		-
Balance Forward	-	-		-

UTILITY FUND				
Balance Forward	6,393,898.25	7,196,505.62		
Wastewater Revenue				
TXF from TWDB	14,715,000.00	14,715,000.00		
Wastewater Service	1,478,767.68	1,478,767.68		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Late Fees/Rtn check fees	9,600.00	9,600.00		
Portion of Sales Tax	760,000.00	760,000.00		
Delayed Connection Fees	5,000.00	5,000.00		
Line Extensions				
Transfer fees	-	-		
Overuse fees	335,135.58	335,135.58		
Reuse Fees	204,350.00	204,350.00		
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest				
Other Income				
Water Income				
Developer Reimbursed Costs	927,000.00	994,788.29		
TXF from General Fund				
Total Revenues	18,494,853.26	18,562,641.55	-	-

Expense

Administrative and General Expense:

- Regulatory Expense				
- Planning and Permitting	5,000.00	5,000.00		

Engineering:

- Engineering & Surveying				
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00		
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00		
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00		
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	5,000.00	5,000.00		
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		
- Parallel West Interceptor Design& Cost				
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00		
- TLAP Renewal application 1732-001	10,000.00	10,000.00		
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00		
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00		
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00		
- Cannon Tract - 1842-001	2,000.00	2,000.00		
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00		
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00		
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00		
- Cannon/Cynosure/Double L Water CCN App. - 2007-0	5,000.00	5,000.00		
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00		
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00		
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00		
- Cannon Ranch Gateway Village Plan Review & CPS -	60,000.00	60,000.00		
- TLAP Renewal application				

System Operations and Maintenance:

- Routine Operations	87,000.00	87,000.00		
- Non-Routine Operations	85,800.00	85,800.00		
- System Maintenance & Repair	24,000.00	166,270.14		
- Chlorinator Maintenance	3,900.00	3,900.00		
- Chlorinator Alarm	1,300.00	1,300.00		
- Odor Control	26,000.00	26,000.00		
- Meter Calibrations	2,730.00	2,730.00		
- Lift Station Cleaning	27,300.00	27,300.00		
- Jet Cleaning Collection lines	27,360.00	27,360.00		
- Drip Field Lawn Maintenance	10,000.00	10,000.00		
- Drip Field Maint & Repairs	20,000.00	20,000.00		
- Drip Field Meter Box Replacement	-	-		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5
- Lift Station repairs	27,300.00	27,300.00	
- Autodialer Replacement	-	-	
- Lift Station Preventative Maintenance	9,700.00	9,700.00	
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	
- Chemicals	15,000.00	15,000.00	
- Electricity	80,000.00	80,000.00	
- Laboratory Testing			
- Sludge Hauling	150,000.00	150,000.00	
- Phone/Network			
- Supplies	28,500.00	28,500.00	
- Wastewater Flow Measurement	9,000.00	9,000.00	
- Backwash Flow Meter & Check valve	-	-	
- Arrowhead Plant Operations			
- Big Sky Plant Operations	-	-	
Arrowhead Operations and Maintenance:			
- Routine Operations	23,250.00	23,250.00	
- Non-Routine Operations	21,450.00	21,450.00	
- Chlorinator Maintenance	1,500.00	1,500.00	
- Chlorinator Alarm	1,000.00	1,000.00	
- Meter Calibrations	1,200.00	1,200.00	
- Lift Station Cleaning	3,000.00	3,000.00	
- Drip Field Lawn Maintenance	44,000.00	44,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	
- Lift Station repairs	2,500.00	2,500.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	
- Chemicals	13,000.00	13,000.00	
- Electricity	20,000.00	20,000.00	
- Sludge Hauling	39,000.00	39,000.00	
- Supplies	7,500.00	7,500.00	
- Capital Projects	2,029,109.57	2,029,109.57	
Other Expense	85,000.00	85,000.00	
Capital Projects:			
- Road Reconstruction			
- HRTreated Effluent Fill Station	200,000.00	200,000.00	
- Parallel West Interceptor			
- Arrowhead Drain Field	1,800,000.00	1,800,000.00	
Other:			
- Reimbursement to Caliterra Oversize of West Intercept	-	670,464.62	
TWDB Engineering:			
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	
- East Interceptor 1951-001	125,000.00	125,000.00	
- Effluent HP 1952-001	175,000.00	175,000.00	
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	
- WWTP Design Assistance			
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	
Miscellaneous:			
- Consultants and Legal	230,000.00	230,000.00	
TWDB Capital Projects:			
- West Interceptor	2,000,000.00	2,000,000.00	
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	
- East Interceptor	50,000.00	50,000.00	
- Effluent Holding Pond	2,000,000.00	2,000,000.00	
- WWTP	12,000,000.00	12,000,000.00	
Transfer to General Fund			
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Total Expense	22,797,960.57	23,610,695.33	-	-
WATER				
Revenue				
Fees:				
- Tap Fees				
- Impact Fees				
- Meter Set Fees	5,000.00	5,000.00		
- Disconnect Fees				
- Equipment Fees	36,200.00	36,200.00		
- Inspection Fees	5,000.00	5,000.00		
Rates:				
- Base Rate	63,840.00	63,840.00		
- Usage	100,000.00	100,000.00		
- Penalties				
Other Revenues	6,000.00	6,000.00		
TXF from Wastewater Fund	-	-		
Total Revenue	216,040.00	216,040.00		-
Expense				
Administrative and General Expense:				
- Regulatory Expense	-	-		
- Planning and Permitting	-	-		
System Operations and Maintenance:				
- Routine Operations	25,000.00	25,000.00		
- Non Routine Operations	10,000.00	10,000.00		
- System Maintenance & Repair	20,000.00	22,210.11		
- Laboratory Testing	-			
- Supplies	50,000.00	52,368.61		
Operating and Maintenance	-			
Total Expense	105,000.00	109,578.72		-
OPERATIONS				
Revenues				
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		
Interest	60,000.00	60,000.00		
TXF from General Fund	-	-		
Total Revenue	329,000.00	329,000.00		-
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	352,560.00	352,560.00		
- Legal Fees	50,000.00	50,000.00		
- Auditing	10,000.00	10,000.00		
- Software	15,313.00	15,313.00		
- IT Equipment & Support	4,340.00	4,340.00		
Systems Operations and Maintenance:				
- Phone/Network	16,250.00	16,250.00		
- Equipment	53,000.00	53,000.00		
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	62,000.00	62,000.00		
- Fleet Maintenance	12,000.00	12,000.00		
- Fuel	20,000.00	20,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
- Laboratory Testing	30,000.00	30,000.00		
Other Expense				
Uniforms	7,470.00	7,470.00		
Training	13,305.00	16,330.51		
Dispatch	3,000.00	3,000.00		
Salaries	527,345.98	527,345.98		
Taxes	42,609.97	42,609.97		
Benefits	59,572.49	59,572.49		
Retirement	30,894.73	30,894.73		
On Call	10,400.00	10,400.00		
Total Expense	1,330,061.17	1,333,086.68		-

CONSOLIDATED UTILITY FUND

Revenue				
Balance Forward	6,393,898.25	7,196,505.62		
Wastewater	18,494,853.26	18,562,641.55		
Water	216,040.00	216,040.00		
Operations	329,000.00	329,000.00		
Total	25,433,791.50	26,304,187.17		-
Expense				
Wastewater	22,797,960.57	23,610,695.33	-	-
Water	105,000.00	109,578.72	-	-
Operations	1,330,061.17	1,333,086.68	-	-
Total Expense	24,233,021.74	25,053,360.73		-
Balance Forward	1,200,769.76	1,250,826.43		-

TWDB FUND

Balance Forward	208.34	208.34		
Revenues	14,715,000.00	14,715,000.00		
Interest				
Total revenue	14,715,208.34	14,715,208.34		-
Expenses				
Escrow Fees				
Expenses	14,715,000.00	14,715,000.00		
Total Expenses	14,715,000.00	14,715,000.00		-
Balance Forward	208.34	208.34		-

IMPACT FUND

Bal Forward	2,391,506.74	2,391,506.74		
Revenue				
Impact Fees	1,080,150.00	1,080,150.00		
Impact Fee Deposits				
Interest Income	45,000.00	45,000.00		
Total	3,516,656.74	3,516,656.74		-
Expense				
TXF to Debt Service 2015	684,900.76	684,900.76		
TXF to Debt Service 2019	1,043,553.00	1,043,553.00		
TXF to Debt Service 2022	1,195,288.50	1,195,288.50		
Total expense	2,923,742.26	2,923,742.26		-
Total Bal Forward	592,914.48	592,914.48		-

DEBT SERVICE FUND 2015

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Bal Forward	845,626.75	845,626.75		
Revenue				
TXF from Impact Fund	684,900.76	684,900.76		
Interest	8,000.00	8,000.00		
Total Revenue	1,538,527.51	1,538,527.51		-
Expenses				
Debt Payment 2015	698,498.56	698,498.56		
Total Expense	698,498.56	698,498.56		-
Balance Forward	840,028.95	840,028.95		-
DEBT SERVICE FUND 2013				
Bal Forward	102,323.72	102,323.72		
Revenue				
TXF from HOT	88,487.50	88,487.50		
Interest				
Total	190,811.22	190,811.22		-
Expense				
Tax Series 2013	91,600.00	91,600.00		
Total Expenses	91,600.00	91,600.00		-
Balance Forward	99,211.22	99,211.22		-
DEBT SERVICE FUND 2019				
Bal Forward	1,045,641.43	1,045,641.43		
Revenue				
TXF from Impact Fees	1,043,553.00	1,043,553.00		
Interest				
Total	2,089,194.43	2,089,194.43		-
Expense				
Tax Series 2019	1,013,553.00	1,013,553.00		
Total Expenses	1,013,553.00	1,013,553.00		-
Balance Forward	1,075,641.43	1,075,641.43		-
DEBT SERVICE FUND 2022				
Bal Forward	1,195,288.50	1,195,288.50		
Revenue				
TXF from Impact Fees	1,191,888.50	1,191,888.50		
Interest	-	-		
Total	2,387,177.00	2,387,177.00		-
Expense				
Tax Series 2022	1,195,288.50	1,195,288.50		
Total Expenses	1,195,288.50	1,195,288.50		-
Balance Forward	1,191,888.50	1,191,888.50		-
PEG FUND				
Balance Forward	119,954.90	119,954.90		
Revenues				
TWC	30,000.00	30,000.00		
Interest Income	2,000.00	2,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	
Total Revenues	151,954.90	151,954.90		-
Expense				
TXF to Event Center				
Total Expense	-	-		-
Balance Forward	151,954.90	151,954.90		-
RESERVE FUND				
Balance Forward	2,168,884.62	2,168,884.62		
Revenue				
TXF from General Fund	300,000.00	300,000.00		
Interest	23,000.00	23,000.00		
Total	2,491,884.62	2,491,884.62		-
Expense				
Expense				
Total Expense	-	-		-
Balance Forward	2,491,884.62	2,491,884.62		-
TIRZ 1				
Balance Forward	11,632.20	148,754.62		
Revenues				
City AV	248,835.49	181,550.94		
County AV	362,307.49	304,796.06		
City for GAP Escrow				
Interest Income				
EPS Reimbursements				
Total Revenue	622,775.18	635,101.62		-
Expense				
TIRZ Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
Legal Fees	-	-		
EPS				
MAS	21,000.00	21,000.00		
HDR	170,625.00	269,625.00		
TJKM - Grant Writing				
Buie - PR				
Misc. Consulting	176,750.00	176,750.00		
Creation Cost Reimbursements				
TXF to GAP Escrow				
Stakeholder Reimbursement	80,325.73	80,325.73		
Total Expense	472,700.73	571,700.73		-
Balance Forward	150,074.45	63,400.89		-
TIRZ 2				
Balance Forward	1,547,461.82	1,232,218.70		
Revenue				
Interest Income	6,500.00			
City AV	419,809.28	347,074.06		
County AV	609,756.54	580,813.70		
Total Revenue	2,583,527.64	2,160,106.46		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
MAS	10,000.00	10,000.00		
HDR	56,875.00	89,875.00		
Misc. Consulting	150,000.00	150,000.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement	20,232.27	20,232.27		
Total Expense	261,107.27	294,107.27		-
Balance Forward	2,322,420.37	1,865,999.19		-

VEHICLE REPLACEMENT FUND

Balance Forward	161,025.00	161,025.00		
Revenue				
TXF from General Fund	86,010.00	86,010.00		
TXF from DSRP	32,145.00	32,145.00		
TXF from WWU	37,936.00	37,936.00		
Total Revenue	317,116.00	317,116.00		-
Expense				
Vehicle Replacement				
Total Expense	-	-		-
Balance Forward	317,116.00	317,116.00		-

In Administrative Completeness	Filing Date
SUB2022-0047 Ariza West 290	27-Dec
SD2023-0020 Graveyard Cellars	27-Dec
SD2023-0012 Ariza 290	27-Dec

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Approved w/ Conditions
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Approved w/ Conditions
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Under Review
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Approved w/ Conditions
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Approved
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Under Review
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Waiting for Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting on Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Waiting on Resubmittal
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	In administrative completeness
SD2023-0021 Skye Headwaters	CL	201 Headwaters Blvd	senior living multi family development	Under Review
SD2023-0022 Sycamore Springs Middle School Expansion	ETJ	14451 Sawyer Ranch Road	4,500 sq ft expansion	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	New PDD
PDD2023-0002 Southern Land	New PDD
PDD2023-0003 ATX RR12 Apartments	New PDD

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Approval with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Under Review
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Under Review
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Approval with conditions
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	Waiting for Resubmittal
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0040 Amending Lots 31 & 32 in Bunker Ranch Phase 1	ETJ	687 Bunker Ranch Rlvd	Combine 2 lots into single 1.99 acre lot.	Approved
SUB2023-0041 Cowboy Church Subdivision	ETJ	207 Darden Hill Road	Subdividing 7.319 acres into 1 single lot. Minor plat	Approval with conditions
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Waiting for Resubmittal
SUB2023-0043 Caliterra Phase 3 Section 10 Construction Plans	ETJ	Caliterra Parkway	22 single family lots and 2 open space lots	Under Review
SUB2023-0044 Replat Lot 9 Block K Caliterra 2-7 Construction Plans	ETJ	Peaksid Circle	Four lot replat.	Approval with conditions
SUB2023-0045 Amended Final Plat Big Sky Ranch Phase 3	CL	171 Sue Peak Loop	Relocation of lot lines.	Approval with conditions
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive	164 single family lots	Under Review
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway	1 lot on 5.57 acres	Under Review
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Under Review