



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, May 21, 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

Deputy City Secretary Cathy Gieselman

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

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 regarding issues not on the agenda and two (2) minutes per item on the agenda 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 regarding the 2024 Point In Time (PIT) Count Survey Data.** *Nancy Heintz, Co-Chair Homeless Coalition of Hays County*

CONSENT AGENDA

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

- 2. Approval of the May 7, 2024, City Council regular meeting minutes.**
- 3. Approval of the reappointment of Brenda Medcalf, Sharon Goss, Clint Holtzendorf, and Brian Varnell; and the appointment of Jeff Shindler, Kimberly Rutherford, and Michael Ward to the Founders Day Commission as at-large members for terms ending June 30, 2026.**
- 4. Approval of the April 2024 Treasurer's Report.**
- 5. Approval to allow and waive the facility rental fees for Environmental Consulting and Technology Inc. to conduct a Bat Mist Netting research program at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
- 6. Approval of Equipment Sales Agreement between the City and AUC Group LLC. for Arrowhead Ranch Phase II Wastewater Treatment Plant.** *Sponsor: Mayor Bill Foulds, Jr.*

BUSINESS AGENDA

- 7. Discuss and consider approval of the Parkland Plan for Ariza Multifamily at 13900 W. US 290.** *Applicant: Cypressbrook 290 LP*
- 8. Public hearing and consideration of approval of VAR2024-001: an application for a Waiver to allow an accessory dwelling unit in excess of 700 square feet and within 10 feet of the primary structure at 424 Reata Way.** *Applicant: David Chodniewicz*
 - Applicant Presentation
 - Staff Report
 - Public Hearing
 - ADU Waiver

- 9. Public hearing 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
- 10. Discuss and consider approval of Change Order #1 for Park System Signage Phase II and amendment of a contract with Southwest Monument & Sign.**
- 11. Discuss and consider approval of Task Order #2 to the Professional Services Agreement between the City of Dripping Springs and F.A. Bartlett Tree Experts for Tree Care Services (BAR04242024) for tree and shrub remedial pruning at Dripping Springs Ranch Park.**
- 12. Discuss and consider approval of proposals from Post Oak Preservation Solutions to resurvey the Mercer Street Historic District and the Hays Street Historic District.**
Sponsor: Mayor Pro Tem Manassian

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.

- 13. Presentation to the Historic Preservation Commission on the Old Fitzhugh Road Historic District Survey Report.** *Post Oak Preservation Solutions.*

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.

- 14. Consultation with Attorney related to legal issues on the agreement with the Dripping Springs Mountain Biking Club.** *Consultation with Attorney, 551.071*
- 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

June 4, 2024, at 6:00 p.m. (CC & BOA)

June 18, 2024, at 6:00 p.m. (CC)

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

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

Board, Commission & Committee Meetings

May 22, 2024, Economic Development Committee at 4:00 p.m.

June 6, 2024, Historic Preservation Commission at 4:00 p.m.

June 10, 2024, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

June 12, 2024, DSRP Board at 11:00 a.m.

June 20, 2024, Parks & Recreation Commission at 6:00 p.m.

June 20, 2024, Farmers Market Committee at 10:00 a.m.

June 20, 2024, Emergency Management Committee at 12:00 p.m.

June 20, 2024, Utility Commission at 4:00 p.m.

June 24, 2024, Transportation Committee at 3:30 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 **May 17, 2024 at 8:00 a.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.

2024 Point In Time Count

Hays County School District MKV Counts

Students classified as MKV and currently enrolled as of 1/26/2024

Hays CISD

Grade Band	Doubled Up	Motel/ Hotel	Shelter/ Transitional Housing	Unsheltered	TOTAL
PK-5	53	13	7	0	73
6-8	24	9	2	1	36
9-12	30	7	8	0	45
TOTAL	107	29	17	1	154

Dripping Spring ISD

Grade Band	Doubled Up	Motel/ Hotel	Shelter/ Transitional Housing	Unsheltered	TOTAL
PK-5	25	0	2	4	31
6-8	6	0	0	1	7
9-12	9	0	0	2	11
TOTAL	40	0	2	7	49

Wimberley ISD

Grade Band	Doubled Up	Motel/ Hotel	Shelter/ Transitional Housing	Unsheltered	TOTAL
PK-5	3	0	0	0	3
6-8	1	0	1	0	2
9-12	2	0	0	0	2
TOTAL	6	0	1	0	7

San Marcos CISD

Grade Band	Doubled Up	Motel/ Hotel	Shelter/ Transitional Housing	Unsheltered	TOTAL
PK-5	61	24	25	0	110
6-8	22	11	8	3	44
9-12	9	4	4	1	18
TOTAL	92	39	37	4	172



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas Texas

Tuesday, May 07, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

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

City Council Members present were:

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

City Council Member absent was:

Council Member Place 3 Geoffrey Tahuahua

Staff, Consultants, & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 Deputy City Administrator Shawn Cox
 City Attorney Laura Mueller
 Deputy City Attorney Aniz Alani
 Municipal Court Judge Marilyn Miller, JD LLM CELA
 IT Director Jason Weinstock
 People & Communications Director Lisa Sullivan
 Planning Director Tory Carpenter
 Parks & Community Services Director Andy Binz
 DSRP Manager Emily Nelson
 DSRP Assistant Manager Lily Sellers
 Farmers Market Manager Charlie Reed
 Planning & Zoning Commission Chair Mim James
 Deputy Constable Zach Miller
 Cathy Gieselman, Deputy City Secretary

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manassian led the Pledge of Allegiance to the Flag.

ELECTIONS

1. **Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Mayor Bill Foulds, Jr.** *Municipal Court Judge, Marilyn Miller*
2. **Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 2 Wade King.** *Municipal Court Judge, Marilyn Miller*
3. **Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 4 Travis Crow.** *Municipal Court Judge, Marilyn Miller*

Judge Miller administered the Oath of Office and Statement of Officer to Mayor Bill Foulds, Jr., Council Member Wade King, and Council Member Travis Crow and presented the Certificates of Election.

PRESENTATION OF CITIZENS

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Christian Hemsley spoke regarding the Dripping Springs Mountain Club.

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.

Mayor Pro Tem Manassian requested items 4 & 5 to be taken separately. Via unanimous consent, these items were taken separately.

4. **Approval of the April 16, 2024, City Council regular meeting minutes.**

A motion was made by Council Member Parks to approve the April 16, 2024, City Council regular meeting minutes. Council member Crow seconded the motion with carried 3 to 0 to 1, with Mayor Pro Tem Manassian abstaining.

5. **Approval of an Ordinance granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) a non-exclusive Franchise Agreement to install, operate, and maintain a distribution system for the transportation, distribution and/or sale of gas to customers and the public generally in the City of Dripping Springs. Sponsor: Mayor Bill Foulds, Jr.**

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) a non-exclusive Franchise Agreement to install, operate, and maintain a distribution system for the transportation, distribution and/or sale of gas to customers and the public generally in the City of Dripping Springs. Council Member Parks seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2024-21

BUSINESS AGENDA

6. **Discuss and consider approval of the Appointment of Hector Gomez as the City Secretary of the City of Dripping Springs, Hays County, Texas.**

Mayor Foulds, Jr. stated that this item was not needed. No action was taken.

Via unanimous consent, the City Council heard items 7 and 8 concurrently.

7. **Public hearing and consideration of approval of an Ordinance regarding ANEX2024-0001: An Annexation Petition of for the St. Martin de Porres Catholic Church located at 230 Post Oak Drive. Applicant: Jon Thompson**

- a. **Applicant Presentation** – There was no presentation; Jon Thompson was available for questions.
- b. **Staff Report** – Tory Carpenter presented the staff report. Corrected staff report is on file. Staff recommends approval of the Annexation.
- c. **Public Hearing** – No one spoke during the Public Hearing.
- d. **Agreement**
- e. **Ordinance** – A motion was made by Mayor Pro Tem Manassian to approve Ordinance regarding ANEX2024-0001: An Annexation Petition of for the St. Martin de Porres Catholic Church located at 230 Post Oak Drive. Council Member Crow seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2024-22

8. **Public hearing and consideration of approval of an Ordinance regarding ZA2024-002: an application for a zoning map amendment from Agriculture (AG) to Government/Utility/Institutional (GUI) for the St. Martin de Porres Catholic Church located at 230 Post Oak Drive. Applicant: Jon Thompson**

- a. **Applicant Presentation** – There was no presentation.

b. Staff Report – Tory Carpenter provided the staff report which is on file. Staff recommends approval of the zoning amendment.

c. Planning & Zoning Commission Report – Mim James reported that the Planning and Zoning Commission unanimously voted to approve of the recommendation to City Council for approval of the zoning amendment.

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

e. Ordinance – A motion was made by Mayor Pro Tem Manassian to approve Ordinance regarding ZA2024-002: an application for a zoning map amendment from Agriculture (AG) to Government/Utility/Institutional (GUI) for the St. Martin de Porres Catholic Church located at 230 Post Oak Drive. Council Member King seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2024-23

9. Public hearing and consideration of approval of an Ordinance regarding ZA2024-001: an application for a zoning map amendment from Single Family/Low Density (SF-1) to Local Retail (LR) for the 575 Old Fitzhugh Rd. Applicant: McKena Strobel

a. Applicant Presentation – There was no presentation.

b. Staff Report – Tory Carpenter provided the staff report which is on file. Staff recommends approval of the zoning amendment.

c. Planning & Zoning Commission Report – Tory Carpenter reported that the Planning & Zoning Commission unanimously voted to approve the recommendation to City Council for approval of the zoning amendment.

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

e. Ordinance – A motion was made by Council Member Parks to approve Ordinance regarding ZA2024-001: an application for a zoning map amendment from Single Family/Low Density (SF-1) to Local Retail (LR) for the 575 Old Fitzhugh Rd. Council Member Crow seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2024-24

Via unanimous consent, at the request of staff, this item was tabled.

10. Discuss and consider the Appointment of Zach West to the Utility Commission as a Representative of the Hays Trinity Groundwater Conservation District for an unexpired term ending June 30, 2024.

11. Presentation on 2023 Western Wonderland event; discussion and consideration of approval of 2024 Western Wonderland event. Emily Nelson, Dripping Springs Ranch Park Manager.

Emily Nelson provided a presentation which is on file. Staff recommends approval of the event.

A motion was made by Council Member Crow to approve the 2024 Western Wonderland event. Council Member King seconded the motion which carried unanimously 4 to 0.

Removed from the table via unanimous consent.

10. Discuss and consider the Appointment of Zach West to the Utility Commission as a Representative of the Hays Trinity Groundwater Conservation District for an unexpired term ending June 30, 2024.

A motion was made by Mayor Pro Tem Manassian to approve the Appointment of Zach West to the Utility Commission as a Representative of the Hays Trinity Groundwater Conservation District for an unexpired term ending June 30, 2024. Council Member Crow seconded the motion which carried unanimously 4 to 0.

12. Discuss and consider possible action regarding the Joint Use Agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club related to maintenance, use, and other activities on Dripping Springs Ranch Park trails. Sponsor: Council Member Sherrie Parks

Emily Nelson provided a presentation which is on file. Laura Mueller reviewed the handout provided to City Council which is on file.

Lindsey Thomas with the Dripping Springs Mountain Bike Club spoke regarding the club. A handout of her talking points was provided to the City Council and is on file.

No action taken.

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.

13. Planning Department Report
Tory Carpenter, Planning Director

A motion was made by Mayor Pro Tem Manassian to adjourn into Closed Session under Texas Government Code Sections 551.071, Consultation with Attorney and 551.072, Deliberation of Real Property and regarding Closed Session Agenda Items 14-15. Council Member Parks seconded the motion which carried unanimously 4 to 0.

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.

14. **Consultation with Attorney and Deliberation Regarding Potential Right-of-Way Acquisition.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property 551.072*
15. **Consultation with Attorney related to legal issues on the agreement with the Dripping Springs Mountain Biking Club.** *Consultation with Attorney, 551.071*

The City Council met in Closed session from 7:08 p.m. to 8:02 p.m.

No action or vote was taken during Closed Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:02 p.m.

Mayor Foulds, Jr. stated that staff will close the effected trails at the Dripping Springs Ranch Park until safety concerns are addressed. Updates will be provided to the community as to when the effected trails will re-open. If anyone is found to be in the closed areas, they will be banned from use.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

- May 21, 2024, at 6:00 p.m. (CC)
- June 4, 2024, at 6:00 p.m. (CC & BOA)
- June 18, 2024, at 6:00 p.m. (CC)
- July 2, 2024, at 6:00 p.m. (CC & BOA)

Board, Commission, & Committee Meetings

- May 8, 2024, DSRP Board at 11:00 a.m.
- May 13, 2024, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
- May 12, 2024, Founders Day Commission at 6:30 p.m.
- May 14, 2024, Planning & Zoning Commission at 6:00 p.m.
- May 15, 2024, Parks & Recreation Commission at 6:00 p.m.
- May 16, 2024, Farmers Market Committee at 10:00 a.m.
- May 16, 2024, Emergency Management Committee at 12:00 p.m.
- May 16, 2024, Utility Commission at 4:00 p.m.
- May 20, 2024, Transportation Committee at 3:30 p.m.

ADJOURN

A motion was made by Council Member Parks to adjourn the meeting. Council Member King seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 8:08 p.m.

APPROVED ON: *May 21, 2024*

Bill Foulds, Jr., Mayor

ATTEST:

Cathy Gieselman, Deputy City Secretary



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: May 21, 2024

Agenda Item Wording: **Approval of the reappointment of Brenda Medcalf, Sharon Goss, Clint Holtzendorf, and Brian Varnell; and appointment of Jeff Shindler, Kimberly Rutherford, and Michael Ward to the Founders Day Commission as at-large members for terms ending June 30, 2026.**

Agenda Item Requestor: Founders Day Commission

Summary/Background: The Founders Day Commission is a fourteen-member advisory commission tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is responsible for planning, promoting, arranging, and organizing Founders Day. The Commission makes recommendations to City Council regarding the improvement and safe operation of the Founders Day celebration.

Commission Members are appointed by City Council with five (5) members serving at-large, and nine (9) members serving as representatives of the following organizations that are involved with the planning of the Founders Day Festival; St. Martin de Porres Catholic Church (3 seats), Dripping Springs Lions Club (3 seats), and the Dripping Springs Cook-Off Club (3 seats), with one member appointed by the City Council as the Chair.

Per ordinance, the Founders Day Commission provides the City Council with their recommendation for appointments for at-large members.

Commission Recommendation:

The Commission voted on 5.13.24 to recommend releasing Jeff Shindler from his current term as Cook-Off Club Representative expiring June 30, 2024, and appointing him as an at-large member. The Commission also voted to recommend approval of two new at-large members: Kimberly Rutherford and Michael Ward, for terms ending June 30, 2026.

Due to oversight, the Commission did not hold a vote on the reappointment of Clint Holtzendorf; however Chair Medcalf recommends approval. Similarly, the Commission does not provide recommendations for organization representatives; but Chair Medcalf recommends approval of the reappointment of Sharon Goss as Lions Club Representative and Brian Varnell as Cook-Off Club Representative for terms ending June 30, 2026.

Recommended Council Actions: Approve the appointments and reappointments of Brenda Medcalf, Clint Holtzendorf, Jeff Shindler, Kimberly Rutherford, and Michael Ward to the five (5) at-large seats for terms ending June 30, 2026.

Approve the recommendation of reappointment of Sharon Goss as a Lions Club Representative; and of Brian Varnell as a Cook-Off Club Representative.

Attachments:

- 09.06.2023 – FDC Application_Ward, Michael.pdf
- 04.26.24 – FDC Kimberly Rutherford.pdf
- 2024 Resignation – Commissioner Debish
-


Next Steps/Schedule:

1. Inform applicant of council decision
2. Send welcome letter and calendar invite
3. Update master roster, group email and city website
4. Distribute updated roster and notice of new members to commission



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator 

Date: May 21, 2024

RE: April 2024 City Treasurer's Report

General Fund:

The General Fund received **\$976,323.44** in revenues for April.

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 \$133,870.19 in property tax allocations in April, bringing the total received to \$3,244,874.89. This amount represents 95.73% of the budgeted \$3,389,487.36.
- 100-000-40001: Sales Tax Revenue – \$325,900.36 was received in April, of which \$246,522.84 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is an increase of 8.76% over April 2023 collections.
- 100-400-44004: Park Rental Income – Through the end of April, \$10,918.00 have been received. This is 81.97% higher than the \$6,000.00 budgeted to be collected.
- 100-201-43031: Building Code Fees - \$356,835.25 were collected in April. Total collections for the year equal \$1,127,339.66 (75.16%)

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

- 100-102-66003: Public Notices – Through April, \$1,666.35 has been spent from this line item. This represents 83.32% of the \$2,000.00 budget for the year. This item will be monitored and may require a future budget amendment.
- 100-105-64021: Merchandise – A total of \$44,037.24 was spent on Eclipse Merchandise. This exceeds the budgeted \$23,639.00. However, the additional expenditures were more than covered from merchandise sales, which though April exceeded \$59,000.00. This will be cleaned up in a future budget amendment.

Utility Fund:

The Utility Fund received **\$421,985.21** in revenues for April.

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

- 400-300-43018: Wastewater Service Fees - \$289,466.45 was received in April. This represents two (2) months of collections from the Water Supply Corp.
- 400-300-47009: Sales Tax –\$65,180.07 was transferred to the Utility Fund from the General Fund for April's Sales Tax Allocation.

Utility Fund expenditures are in line with the amended budget.



DRIPPING SPRINGS
Texas

Dripping Springs Ranch Park (DSRP):

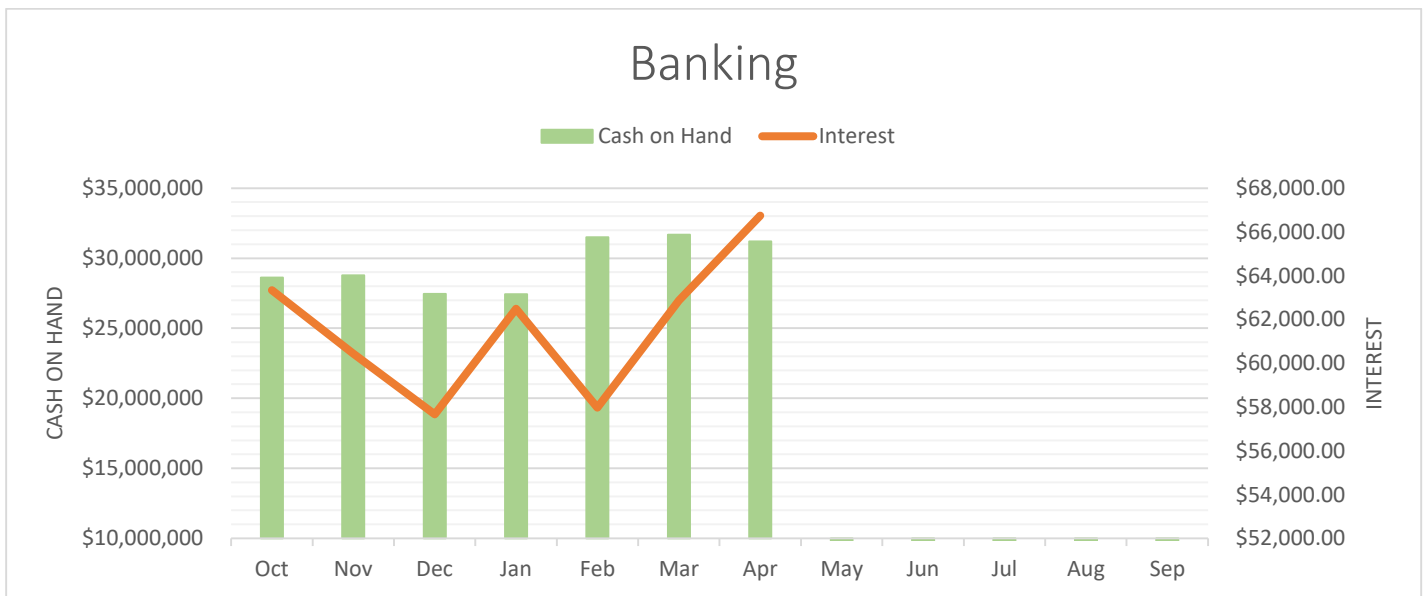
The Ranch Park received a transfer of **\$141,469.68** in May, which is not reflected in the attached budget report. The transfer included revenues deposited from CivicRec into the General Fund for March and April. These revenues will be shown in the budget report for May.

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

- 200-401-64029: Miscellaneous Events – Through April, \$13,606.92 has been spent from this line item. While only \$700.00 was budgeted for FY24, this line item was utilized to pay Hell County Production for the Haunted House they hosted in October. This payment was a portion of the revenues collected which have offset this expenditure. This will be cleaned up in a future budget amendment.

Banking:

On April 30th, the City’s cash balance was **\$31.20 Million**. This is a 1.5% decrease from the previous month’s cash balances. A total of **\$66,745.95** was collected in interest revenues in April.





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	133,870.19	3,244,874.89	-144,612.47	4.27 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	325,900.36	2,671,637.68	-1,128,362.32	29.69 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	9,006.44	55,763.67	-19,236.33	25.65 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	3,721.40	5,056.18	1,056.18	126.40 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	17,143.69	-27,856.31	61.90 %
100-000-42000	Alcohol Permit Fees	9,000.00	9,000.00	242.50	4,737.50	-4,262.50	47.36 %
100-000-46001	Other Revenues	40,000.00	40,000.00	59,225.00	471,231.65	431,231.65	1,178.08 %
100-000-46002	Interest	50,000.00	50,000.00	15,116.27	111,591.76	61,591.76	223.18 %
100-000-46013	Opioid Abatement	0.00	0.00	49.56	49.56	49.56	0.00 %
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	547,131.72	6,582,086.58	-1,181,358.78	15.22%
Department: 105 - Communications							
100-105-43046	Eclipse Vendor Fee	0.00	0.00	250.00	250.00	250.00	0.00 %
100-105-44000	Sponsorships & Donations	30,000.00	30,000.00	0.00	19,802.50	-10,197.50	33.99 %
100-105-46006	Merchandise	17,500.00	17,500.00	18,535.23	59,516.09	42,016.09	340.09 %
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	18,785.23	79,568.59	-30,640.41	27.80%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	2,925.00	40,535.00	-34,465.00	45.95 %
100-200-43000	Site Development Fees	850,000.00	850,000.00	1,012.72	319,485.74	-530,514.26	62.41 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	1,945.00	102,395.50	37,395.50	157.53 %
100-200-43030	Subdivision Fees	638,875.00	638,875.00	1,500.00	207,692.00	-431,183.00	67.49 %
	Department: 200 - Planning & Development Total:	1,628,875.00	1,628,875.00	7,382.72	670,108.24	-958,766.76	58.86%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	2,650.00	25,377.90	25,377.90	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	15,995.52	38,833.87	-11,166.13	22.33 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	356,835.25	1,127,339.66	-372,660.34	24.84 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	375,480.77	1,191,551.43	-358,448.57	23.13%
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	25.00	290.00	-1,510.00	83.89 %
100-400-44002	Program & Event Fees	22,600.00	22,600.00	1,870.00	6,257.00	-16,343.00	72.31 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	1,535.00	10,918.00	4,918.00	181.97 %
100-400-47002	Transfer from Parkland Dedication	541,480.00	554,048.00	0.00	0.00	-554,048.00	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	592,448.00	3,430.00	20,070.00	-572,378.00	96.61%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	55,300.00	55,300.00	33.00	1,449.00	-53,851.00	97.38 %
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	33.00	1,449.00	-74,651.00	98.10%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	-145.00	22,700.00	16,450.00	363.20 %
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 %

Budget Report

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

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45004	FD Parade Registration Fees	4,000.00	4,000.00	225.00	3,975.00	-25.00	0.63 %
100-404-45005	FD Sponsorships	90,000.00	90,000.00	24,000.00	90,350.00	350.00	100.39 %
100-404-45006	FD Parking Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	0.00	330.00	-2,970.00	90.00 %
Department: 404 - Founders Day Total:		124,450.00	124,450.00	24,080.00	117,355.00	-7,095.00	5.70%
Revenue Total:		11,832,959.36	11,845,527.36	976,323.44	8,662,188.84	-3,183,338.52	26.87%
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	8,817.32	35,942.07	243,381.81	87.13 %
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	5,186.18	19,997.51	8,308.49	29.35 %
100-000-63004	Dues, Fees & Subscriptions	31,500.00	31,500.00	13,788.02	59,614.58	-28,114.58	-89.25 %
100-000-63005	Training/Continuing Education	84,158.93	84,158.93	4,011.77	46,232.51	37,926.42	45.07 %
100-000-64000	Office Supplies	35,000.00	35,000.00	2,716.24	19,474.30	15,525.70	44.36 %
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	872.90	2,754.08	745.92	21.31 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	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	35,392.43	189,465.70	5,607,866.21	96.73%
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	67,500.00	-57,500.00	-575.00 %
Department: 100 - City Council/Boards & Commissions Total:		17,000.00	17,000.00	0.00	67,500.00	-50,500.00	-297.06%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	40,354.09	295,511.90	-295,511.90	0.00 %
100-101-60002	Overtime	0.00	0.00	789.73	1,224.11	-1,224.11	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,471.12	10,562.91	-10,562.91	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	134.80	977.30	-977.30	0.00 %
100-101-61002	Medicare	0.00	0.00	564.12	4,059.32	-4,059.32	0.00 %
100-101-61003	Social Security	0.00	0.00	2,412.13	14,756.93	-14,756.93	0.00 %
100-101-61004	Unemployment	0.00	0.00	0.00	575.99	-575.99	0.00 %
100-101-61006	TMRS	0.00	0.00	2,427.47	17,459.27	-17,459.27	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	48,153.46	345,127.73	-345,127.73	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	17,433.22	88,352.87	-88,352.87	0.00 %
100-102-60002	Overtime	0.00	0.00	690.90	1,056.12	-1,056.12	0.00 %
100-102-61000	Health Insurance	0.00	0.00	967.30	7,252.99	-7,252.99	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	67.40	505.50	-505.50	0.00 %
100-102-61002	Medicare	0.00	0.00	260.43	1,278.70	-1,278.70	0.00 %
100-102-61003	Social Security	0.00	0.00	1,113.58	5,467.53	-5,467.53	0.00 %
100-102-61004	Unemployment	0.00	0.00	0.00	288.00	-288.00	0.00 %
100-102-61006	TMRS	0.00	0.00	1,069.34	5,289.74	-5,289.74	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	376.60	4,823.40	92.76 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
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	890.47	2,176.08	10,523.92	82.87 %
100-102-66003 Public Notices	2,000.00	2,000.00	547.47	1,666.35	333.65	16.68 %
100-102-69003 Records Management	1,220.00	1,220.00	94.00	454.00	766.00	62.79 %
Department: 102 - City Secretary Total:	29,120.00	29,120.00	23,134.11	114,302.48	-85,182.48	-292.52%
Department: 103 - Courts						
100-103-62003 Muni Court Attorney/ Judge	15,500.00	15,500.00	1,390.00	3,890.00	11,610.00	74.90 %
Department: 103 - Courts Total:	15,500.00	15,500.00	1,390.00	3,890.00	11,610.00	74.90%
Department: 104 - City Attorney						
100-104-60000 Regular Employees	0.00	0.00	27,535.95	117,709.45	-117,709.45	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	978.72	4,654.86	-4,654.86	0.00 %
100-104-61001 Dental Insurance	0.00	0.00	67.40	320.15	-320.15	0.00 %
100-104-61002 Medicare	0.00	0.00	396.97	1,694.32	-1,694.32	0.00 %
100-104-61003 Social Security	0.00	0.00	1,697.42	7,244.98	-7,244.98	0.00 %
100-104-61004 Unemployment	0.00	0.00	60.18	292.23	-292.23	0.00 %
100-104-61006 TMRS	0.00	0.00	1,624.62	6,993.79	-6,993.79	0.00 %
100-104-62003 Special Counsel and Consultants	49,000.00	49,000.00	1,745.70	22,079.97	26,920.03	54.94 %
Department: 104 - City Attorney Total:	49,000.00	49,000.00	34,106.96	161,254.75	-112,254.75	-229.09%
Department: 105 - Communications						
100-105-60000 Regular Employees	0.00	0.00	13,696.29	103,536.35	-103,536.35	0.00 %
100-105-61000 Health Insurance	0.00	0.00	992.04	7,435.74	-7,435.74	0.00 %
100-105-61001 Dental Insurance	0.00	0.00	67.40	505.50	-505.50	0.00 %
100-105-61002 Medicare	0.00	0.00	197.56	1,493.50	-1,493.50	0.00 %
100-105-61003 Social Security	0.00	0.00	844.70	6,385.73	-6,385.73	0.00 %
100-105-61004 Unemployment	0.00	0.00	0.00	287.99	-287.99	0.00 %
100-105-61006 TMRS	0.00	0.00	808.08	6,150.30	-6,150.30	0.00 %
100-105-63023 General Maintenance	32,670.00	32,670.00	600.00	27,910.00	4,760.00	14.57 %
100-105-64021 Merchandise	23,639.00	23,639.00	5,407.66	44,037.24	-20,398.24	-86.29 %
100-105-66000 Website	6,800.00	6,800.00	62.44	6,916.24	-116.24	-1.71 %
100-105-66005 Public Relations	15,300.00	15,300.00	20.00	20.00	15,280.00	99.87 %
100-105-66010 Events, Entertainment & Activities	28,500.00	28,500.00	345.00	3,445.00	25,055.00	87.91 %
100-105-70003 Other Expenses	25,400.00	25,400.00	5,280.48	9,712.93	15,687.07	61.76 %
Department: 105 - Communications Total:	132,309.00	132,309.00	28,321.65	217,836.52	-85,527.52	-64.64%
Department: 106 - IT						
100-106-60000 Regular Employees	0.00	0.00	5,871.11	45,325.57	-45,325.57	0.00 %
100-106-61000 Health Insurance	0.00	0.00	499.70	3,746.69	-3,746.69	0.00 %
100-106-61001 Dental Insurance	0.00	0.00	33.70	252.75	-252.75	0.00 %
100-106-61002 Medicare	0.00	0.00	84.96	655.93	-655.93	0.00 %
100-106-61003 Social Security	0.00	0.00	363.24	2,804.43	-2,804.43	0.00 %
100-106-61004 Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-106-61006 TMRS	0.00	0.00	346.40	2,697.03	-2,697.03	0.00 %
100-106-64001 Office IT Equipment & Support	139,499.00	139,499.00	35,878.59	107,804.80	31,694.20	22.72 %
100-106-64002 Software	192,000.00	192,000.00	10,705.70	133,166.35	58,833.65	30.64 %
100-106-65000 Network/Phone	58,395.84	58,395.84	8,146.25	34,809.13	23,586.71	40.39 %
Department: 106 - IT Total:	389,894.84	389,894.84	61,929.65	331,406.68	58,488.16	15.00%
Department: 107 - Finance						
100-107-60000 Regular Employees	0.00	0.00	23,145.70	146,936.58	-146,936.58	0.00 %
100-107-60002 Overtime	0.00	0.00	7.07	294.72	-294.72	0.00 %
100-107-61000 Health Insurance	0.00	0.00	1,941.08	11,430.04	-11,430.04	0.00 %
100-107-61001 Dental Insurance	0.00	0.00	134.80	791.95	-791.95	0.00 %
100-107-61002 Medicare	0.00	0.00	312.18	1,959.48	-1,959.48	0.00 %
100-107-61003 Social Security	0.00	0.00	1,334.79	8,378.22	-8,378.22	0.00 %
100-107-61004 Unemployment	0.00	0.00	0.00	431.99	-431.99	0.00 %
100-107-61006 TMRS	0.00	0.00	1,366.02	8,697.23	-8,697.23	0.00 %
100-107-62001 Financial Services	37,500.00	37,500.00	23,000.00	23,000.00	14,500.00	38.67 %
100-107-67000 TML Liability Insurance	27,277.00	27,277.00	0.00	11,087.50	16,189.50	59.35 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
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	0.00	35,343.00	-687.00	-1.98 %
100-107-70001	Mileage	0.00	0.00	0.00	185.52	-185.52	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	65,180.07	534,327.53	225,672.47	29.69 %
100-107-90004	SPA & ECO D Transfers	218,880.00	218,880.00	19,079.04	115,964.05	102,915.95	47.02 %
Department: 107 - Finance Total:		1,494,123.00	1,494,123.00	135,500.75	926,026.81	568,096.19	38.02%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	11,892.20	114,253.86	-114,253.86	0.00 %
100-200-60002	Overtime	0.00	0.00	134.53	359.16	-359.16	0.00 %
100-200-61000	Health Insurance	0.00	0.00	989.52	9,826.28	-9,826.28	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	67.40	674.00	-674.00	0.00 %
100-200-61002	Medicare	0.00	0.00	166.39	1,598.19	-1,598.19	0.00 %
100-200-61003	Social Security	0.00	0.00	711.41	6,833.40	-6,833.40	0.00 %
100-200-61004	Unemployment	0.00	0.00	0.00	428.92	-428.92	0.00 %
100-200-61006	TMRS	0.00	0.00	709.58	6,812.48	-6,812.48	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	1,162.50	68,837.50	98.34 %
100-200-62005	Health Inspector	60,000.00	60,000.00	4,600.00	30,321.30	29,678.70	49.46 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	949.13	949.13	4,050.87	81.02 %
100-200-62007	Historic District Consultant	13,500.00	19,750.00	0.00	2,215.40	17,534.60	88.78 %
100-200-62010	Miscellaneous Consultant	165,000.00	257,119.92	0.00	17,498.18	239,621.74	93.19 %
Department: 200 - Planning & Development Total:		313,500.00	411,869.92	20,220.16	192,932.80	218,937.12	53.16%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	32,059.21	208,592.62	-208,592.62	0.00 %
100-201-60002	Overtime	0.00	0.00	1,218.98	5,451.07	-5,451.07	0.00 %
100-201-61000	Health Insurance	0.00	0.00	2,894.01	20,940.14	-20,940.14	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	202.20	1,464.76	-1,464.76	0.00 %
100-201-61002	Medicare	0.00	0.00	462.37	3,016.43	-3,016.43	0.00 %
100-201-61003	Social Security	0.00	0.00	1,976.96	12,897.37	-12,897.37	0.00 %
100-201-61004	Unemployment	0.00	0.00	93.02	1,145.44	-1,145.44	0.00 %
100-201-61006	TMRS	0.00	0.00	1,963.40	12,719.12	-12,719.12	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	100,220.00	440,070.00	309,930.00	41.32 %
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	49,448.43	49,448.43	-9,448.43	-23.62 %
100-201-64003	Uniforms	0.00	0.00	588.00	2,619.75	-2,619.75	0.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	191,126.58	758,860.13	33,139.87	4.18%
Department: 300 - Wastewater							
100-300-60000	Regular Employees	0.00	0.00	0.00	49,404.97	-49,404.97	0.00 %
100-300-61000	Health Insurance	0.00	0.00	0.00	2,448.22	-2,448.22	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	0.00	168.50	-168.50	0.00 %
100-300-61002	Medicare	0.00	0.00	0.00	677.82	-677.82	0.00 %
100-300-61003	Social Security	0.00	0.00	0.00	2,898.32	-2,898.32	0.00 %
100-300-61004	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
100-300-61006	TMRS	0.00	0.00	0.00	2,924.70	-2,924.70	0.00 %
100-300-71001	Transportation Improvement Proje	1,140,000.00	1,140,000.00	997.50	315,390.12	824,609.88	72.33 %
Department: 300 - Wastewater Total:		1,140,000.00	1,140,000.00	997.50	374,056.64	765,943.36	67.19%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	27,572.97	241,003.80	-241,003.80	0.00 %
100-304-60002	Overtime	0.00	0.00	2,154.04	6,235.81	-6,235.81	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	6,200.00	-6,200.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,359.60	26,024.68	-26,024.68	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	235.90	1,819.80	-1,819.80	0.00 %
100-304-61002	Medicare	0.00	0.00	439.28	3,553.71	-3,553.71	0.00 %
100-304-61003	Social Security	0.00	0.00	1,878.27	15,195.08	-15,195.08	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	1,152.00	-1,152.00	0.00 %
100-304-61006	TMRS	0.00	0.00	1,801.10	14,988.44	-14,988.44	0.00 %
100-304-63000	Office Maintenance/Repairs	19,860.00	19,860.00	1,866.67	7,778.82	12,081.18	60.83 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-63001	Equipment Maintenance	6,750.00	6,750.00	5.51	2,141.32	4,608.68	68.28 %
100-304-63002	Fleet Maintenance	78,020.00	78,020.00	1,375.55	19,218.67	58,801.33	75.37 %
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	2,097.53	11,576.45	199,428.55	94.51 %
100-304-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	15.26	15.26	-15.26	0.00 %
100-304-64003	Uniforms	17,500.00	17,500.00	62.38	6,115.69	11,384.31	65.05 %
100-304-64006	Fleet Acquisition	361,000.00	361,000.00	1,177.74	312,578.04	48,421.96	13.41 %
100-304-64009	Maintenance Equipment	8,500.00	8,500.00	38.61	2,157.78	6,342.22	74.61 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	46.93	1,549.44	4,950.56	76.16 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,306.57	10,251.52	9,748.48	48.74 %
100-304-65002	City Streets Water	4,000.00	4,000.00	0.00	1,690.22	2,309.78	57.74 %
100-304-65003	Office Electricity	5,500.00	5,500.00	553.49	3,205.78	2,294.22	41.71 %
100-304-65004	Office Water	650.00	650.00	0.00	249.06	400.94	61.68 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	76.88	459.78	1,040.22	69.35 %
100-304-65006	Stephenson Water	500.00	500.00	0.00	212.22	287.78	57.56 %
100-304-65009	Triangle Electric	0.00	0.00	38.25	229.50	-229.50	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69006	Stephenson Bldg Improvements	92,025.00	92,025.00	90.27	67,512.49	24,512.51	26.64 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-304-69011	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-304-71002	Street Improvements	660,000.00	660,000.00	0.00	1,245.00	658,755.00	99.81 %
100-304-71003	City Hall Improvements	556,000.00	556,000.00	0.00	2,100.00	553,900.00	99.62 %
Department: 304 - Maintenance Total:		2,271,860.00	2,271,860.00	46,992.80	766,460.36	1,505,399.64	66.26%

Department: 400 - Parks & Recreation

100-400-60000	Regular Employees	0.00	0.00	21,057.65	127,573.00	-127,573.00	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	148.16	1,177.38	-1,177.38	0.00 %
100-400-60005	Camp Staff	0.00	0.00	244.05	15,277.11	-15,277.11	0.00 %
100-400-61000	Health Insurance	0.00	0.00	533.93	3,977.32	-3,977.32	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	34.18	260.11	-260.11	0.00 %
100-400-61002	Medicare	0.00	0.00	309.66	2,076.59	-2,076.59	0.00 %
100-400-61003	Social Security	0.00	0.00	1,324.07	8,879.40	-8,879.40	0.00 %
100-400-61004	Unemployment	0.00	0.00	14.56	855.23	-855.23	0.00 %
100-400-61006	TMRS	0.00	0.00	1,047.84	7,039.82	-7,039.82	0.00 %
100-400-63004	Dues, Fees & Subscriptions	3,402.00	3,402.00	0.00	1,422.30	1,979.70	58.19 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	1,070.00	2,240.00	-2,240.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	520.00	2,040.00	-2,040.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	670.00	1,990.00	-1,990.00	0.00 %
100-400-63013	General Parks Maintenance	9,000.00	9,000.00	222.07	665.97	8,334.03	92.60 %
100-400-63015	Founders Park/Pool Maintenance	17,740.00	17,740.00	32.80	2,684.45	15,055.55	84.87 %
100-400-63016	Sports & Rec Park Maintenance	42,920.00	42,920.00	2,269.60	6,357.09	36,562.91	85.19 %
100-400-63017	Charro Ranch Park Maintenance	9,300.00	9,300.00	0.00	288.67	9,011.33	96.90 %
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	6.94	36.93	-36.93	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	-978.37	474.38	8,075.62	94.45 %
100-400-64012	Charro Ranch Supplies	1,250.00	1,250.00	236.85	310.54	939.46	75.16 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	6,114.46	7,159.38	-7,159.38	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	73.68	73.68	326.32	81.58 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	0.00	2,797.82	8,152.18	74.45 %
100-400-64033	Rathgeber Supplies	600.00	600.00	0.00	587.09	12.91	2.15 %
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	430.00	4,235.00	3,015.00	41.59 %
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	0.00	211.08	288.92	57.78 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	0.00	-4,073.06	17,073.06	131.33 %
100-400-65012	Sports & Rec Park Electricity	2,500.00	2,500.00	837.82	1,976.32	523.68	20.95 %

Budget Report

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
100-400-65014	Founders Park/Pool Electricy	0.00	0.00	428.25	3,020.04	-3,020.04	0.00 %
100-400-66001	Advertising	16,250.00	16,250.00	1,823.21	6,126.28	10,123.72	62.30 %
100-400-70003	Other Expenses	13,320.00	13,320.00	0.00	179.31	13,140.69	98.65 %
100-400-71004	All Parks Improvements	156,500.00	156,500.00	1,416.14	7,308.82	149,191.18	95.33 %
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	66,560.00	0.00	0.00	66,560.00	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	17,018.02	144,466.33	70,533.67	32.81 %
100-400-71012	Skate Park Improvements	150,000.00	150,000.00	13,980.27	89,455.27	60,544.73	40.36 %
Department: 400 - Parks & Recreation Total:		1,369,101.76	1,381,661.76	70,885.84	449,174.64	932,487.12	67.49%
Department: 401 - DSRP							
100-401-60000	Regular Employees	540,752.60	540,752.60	35,408.54	309,834.99	230,917.61	42.70 %
100-401-60002	Overtime	0.00	0.00	331.47	5,387.74	-5,387.74	0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	6,000.00	-6,000.00	0.00 %
100-401-61000	Health Insurance	66,694.30	66,694.30	4,310.45	36,823.81	29,870.49	44.79 %
100-401-61001	Dental Insurance	0.00	0.00	302.82	2,586.55	-2,586.55	0.00 %
100-401-61002	Medicare	0.00	0.00	493.92	4,388.93	-4,388.93	0.00 %
100-401-61003	Social Security	0.00	0.00	2,111.95	18,766.52	-18,766.52	0.00 %
100-401-61004	Unemployment	0.00	0.00	0.00	1,646.02	-1,646.02	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	2,155.84	18,903.69	13,027.75	40.80 %
Department: 401 - DSRP Total:		683,265.91	683,265.91	45,914.99	404,338.25	278,927.66	40.82%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	5,000.00	19,133.74	-19,133.74	0.00 %
100-402-60007	Aquatic Staff	130,642.09	130,642.09	0.00	0.00	130,642.09	100.00 %
100-402-61000	Health Insurance	0.00	0.00	482.88	2,410.94	-2,410.94	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	33.70	168.50	-168.50	0.00 %
100-402-61002	Medicare	0.00	0.00	72.50	261.39	-261.39	0.00 %
100-402-61003	Social Security	0.00	0.00	310.00	1,117.73	-1,117.73	0.00 %
100-402-61004	Unemployment	0.00	0.00	80.00	135.38	-135.38	0.00 %
100-402-61006	TMRS	0.00	0.00	295.00	1,127.80	-1,127.80	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	668.47	11,612.78	28,462.22	71.02 %
100-402-65000	Network/Phone	3,040.00	3,040.00	170.87	3,023.63	16.37	0.54 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	0.00	1,192.45	4,807.55	80.13 %
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	7,113.42	40,184.34	193,822.75	82.83%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	20,000.00	20,000.00	13,550.00	14,550.00	5,450.00	27.25 %
100-404-63038	FD Transportation	7,000.00	7,000.00	5,700.00	5,700.00	1,300.00	18.57 %
100-404-64016	FD Event Supplies	7,750.00	7,750.00	3,712.53	3,712.53	4,037.47	52.10 %
100-404-64017	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	5,480.49	5,480.49	-1,080.49	-24.56 %
100-404-64018	FD Barricades	6,500.00	6,500.00	7,510.00	7,510.00	-1,010.00	-15.54 %
100-404-65007	Portable Toilets	15,000.00	15,000.00	0.00	8,368.10	6,631.90	44.21 %
100-404-65016	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	2,500.00	2,500.00	0.00	527.51	1,972.49	78.90 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	18,750.00	18,750.00	3,750.00	16.67 %
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	37,621.65	37,621.65	-2,621.65	-7.49 %
100-404-68006	FD Health, Safety & Lighting	30,500.00	30,500.00	19,246.24	21,553.02	8,946.98	29.33 %
Department: 404 - Founders Day Total:		160,025.00	160,025.00	111,570.91	123,773.30	36,251.70	22.65%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	6,074.31	45,958.62	-45,958.62	0.00 %
100-500-61000	Health Insurance	0.00	0.00	17.06	126.83	-126.83	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	33.70	252.75	-252.75	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-500-61002 Medicare	0.00	0.00	87.32	660.71	-660.71	0.00 %
100-500-61003 Social Security	0.00	0.00	373.33	2,824.85	-2,824.85	0.00 %
100-500-61004 Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
100-500-61006 TMRS	0.00	0.00	358.38	2,709.83	-2,709.83	0.00 %
100-500-68000 Emergency Management Equip	79,200.00	79,200.00	531.40	21,394.86	57,805.14	72.99 %
100-500-68001 Emergency Fire & Safety	996.00	996.00	944.64	944.64	51.36	5.16 %
100-500-68002 Emergency Management PR	2,000.00	2,000.00	0.00	890.92	1,109.08	55.45 %
100-500-68003 Emergency Equipment Maint	12,102.00	12,102.00	91.67	9,017.15	3,084.85	25.49 %
100-500-70015 Winter Storm Mara	0.00	0.00	0.00	-103,775.15	103,775.15	0.00 %
Department: 500 - Emergency Management Total:	94,298.00	94,298.00	8,511.81	-18,850.00	113,148.00	119.99%
Expense Total:	14,982,336.51	15,093,266.43	871,263.02	5,447,741.13	9,645,525.30	63.91%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,247,739.07	105,060.42	3,214,447.71	6,462,186.78	198.97%

Fund: 200 - Dripping Springs Ranch Park

Revenue						
Department: 401 - DSRP						
200-401-42008 Riding Permit Fees	9,500.00	9,500.00	0.00	4,990.00	-4,510.00	47.47 %
200-401-43010 Stall Rental Fees	37,200.00	37,200.00	0.00	26,894.99	-10,305.01	27.70 %
200-401-43011 RV Site Rental Fees	19,000.00	19,000.00	0.00	14,560.82	-4,439.18	23.36 %
200-401-43012 Facility Rental Fees	113,500.00	113,500.00	0.00	90,231.64	-23,268.36	20.50 %
200-401-43013 Equipment Rental Fees	6,000.00	6,000.00	0.00	7,414.48	1,414.48	123.57 %
200-401-43014 Staff & Miscellaneous Fees	4,000.00	4,000.00	0.00	2,445.00	-1,555.00	38.88 %
200-401-43015 Cleaning Fees	25,000.00	25,000.00	0.00	15,244.46	-9,755.54	39.02 %
200-401-44000 Sponsorships & Donations	52,275.00	52,275.00	0.00	2,523.00	-49,752.00	95.17 %
200-401-44005 Coyote Camp	137,100.00	137,100.00	0.00	8,102.50	-128,997.50	94.09 %
200-401-44006 Riding Series	35,000.00	35,000.00	0.00	16,889.25	-18,110.75	51.75 %
200-401-44007 Miscellaneous Events	2,000.00	2,000.00	0.00	23,315.00	21,315.00	1,165.75 %
200-401-44008 Program Fees	15,100.00	15,100.00	-61.20	21,812.80	6,712.80	144.46 %
200-401-44009 Ice Rink	0.00	0.00	0.00	82,326.00	82,326.00	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	364.80	4,965.20	2,965.20	248.26 %
200-401-46006 Merchandise Sales	22,065.20	22,065.20	0.00	17,295.52	-4,769.68	21.62 %
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	303.60	489,872.66	-619,792.54	55.85%
Revenue Total:	1,109,665.20	1,109,665.20	303.60	489,872.66	-619,792.54	55.85%

Expense						
Department: 400 - Parks & Recreation						
200-400-63035 Ranch House Maintenance	10,000.00	10,000.00	360.00	3,010.09	6,989.91	69.90 %
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	360.00	3,025.47	7,974.53	72.50%

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	2,885.64	34,814.06	-34,814.06	0.00 %
200-401-63001 Equipment Maintenance	25,000.00	25,000.00	2,260.60	13,897.00	11,103.00	44.41 %
200-401-63002 Fleet Maintenance	5,500.00	5,500.00	0.00	147.56	5,352.44	97.32 %
200-401-63003 Lawn Maintenance	0.00	0.00	2,560.00	6,417.11	-6,417.11	0.00 %
200-401-63004 Dues, Fees & Subscriptions	5,127.50	5,127.50	190.17	4,312.66	814.84	15.89 %
200-401-63005 Training/Continuing Education	12,400.00	12,400.00	32.00	251.90	12,148.10	97.97 %
200-401-63023 General Maintenance	177,387.24	177,387.24	0.00	3,705.35	173,681.89	97.91 %
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	2,950.00	13,010.50	-1,010.50	-8.42 %
200-401-64000 Office Supplies	10,000.00	10,000.00	0.00	1,214.37	8,785.63	87.86 %
200-401-64001 IT Equipment	5,000.00	5,000.00	27.99	4,262.67	737.33	14.75 %
200-401-64003 Uniforms	3,500.00	3,500.00	272.00	272.00	3,228.00	92.23 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
200-401-64005	Equipment Rental	2,000.00	2,000.00	0.00	9,003.62	-7,003.62	-350.18 %
200-401-64010	Maintenance Supplies	0.00	0.00	36.99	36.99	-36.99	0.00 %
200-401-64011	Park Supplies	13,545.00	13,545.00	0.00	0.00	13,545.00	100.00 %
200-401-64021	Merchandise	17,065.20	17,065.20	0.00	12,401.54	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 %
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	172.27	528.68	15,471.32	96.70 %
200-401-64028	Riding Series	32,000.00	32,000.00	3,500.00	16,741.44	15,258.56	47.68 %
200-401-64029	Miscellaneous Events	700.00	700.00	1,017.06	13,606.92	-12,906.92	-1,843.85 %
200-401-64030	Programing	8,000.00	8,000.00	810.54	3,357.83	4,642.17	58.03 %
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	0.00	176,735.26	65,984.14	27.19 %
200-401-65000	Network/Phone	14,518.00	14,518.00	1,104.80	10,610.56	3,907.44	26.91 %
200-401-65004	Office Water	0.00	0.00	0.00	241.92	-241.92	0.00 %
200-401-65005	Water	7,000.00	7,000.00	0.00	8,479.78	-1,479.78	-21.14 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	80.00	560.00	1,940.00	77.60 %
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	5,516.56	40,110.44	19,889.56	33.15 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	0.00	2,600.83	-100.83	-4.03 %
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	0.00	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	518.85	1,176.83	-1,176.83	0.00 %
200-401-71008	DSRP Improvements	355,000.00	355,000.00	0.00	25,276.95	329,723.05	92.88 %
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	23,935.47	483,325.61	837,038.21	63.39%
	Expense Total:	1,331,363.82	1,331,363.82	24,295.47	486,351.08	845,012.74	63.47%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-23,991.87	3,521.58	225,220.20	101.59%
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	0.00	1,179,317.84	1,179,317.84	0.00 %
	Department: 000 - Undesignated Total:	539,485.58	539,485.58	0.00	1,179,317.84	639,832.26	118.60%
Department: 300 - Wastewater							
400-300-41003	Cable Franchise Fees	0.00	0.00	0.00	37,267.74	37,267.74	0.00 %
400-300-43018	Wastewater Service Fees	1,478,767.68	1,478,767.68	289,446.45	1,266,697.89	-212,069.79	14.34 %
400-300-43020	Late Fees	9,600.00	9,600.00	2,105.50	12,458.84	2,858.84	129.78 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	7,000.00	14,000.00	9,000.00	280.00 %
400-300-43024	Over Use Fees	0.00	0.00	28,465.88	131,438.28	131,438.28	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	199.79	4,801.10	4,801.10	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	65,180.07	534,327.53	-225,672.47	29.69 %
	Department: 300 - Wastewater Total:	17,028,367.68	17,028,367.68	392,397.69	2,000,991.38	-15,027,376.30	88.25%
Department: 301 - Water							
400-301-43038	Meter Set Fees	5,000.00	5,000.00	1,150.00	2,400.00	-2,600.00	52.00 %
400-301-43040	Water Base Rate	63,840.00	63,840.00	3,639.50	20,426.02	-43,413.98	68.00 %
400-301-43041	Water Usage	100,000.00	100,000.00	4,187.29	112,655.02	12,655.02	112.66 %
400-301-43043	Equipment Fee	36,200.00	36,200.00	1,086.00	6,154.00	-30,046.00	83.00 %
400-301-43044	Inspection Fees	5,000.00	5,000.00	150.00	850.00	-4,150.00	83.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
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	10,212.79	142,741.60	-73,298.40	33.93%
Department: 310 - Utility Operations						
400-310-41001 PEC Franchise Fee	130,000.00	130,000.00	0.00	107,170.69	-22,829.31	17.56 %
400-310-41002 ROW Fees	6,000.00	6,000.00	0.00	2,344.62	-3,655.38	60.92 %
400-310-41003 Cable Franchise Fees	130,000.00	130,000.00	0.00	38,863.48	-91,136.52	70.11 %
400-310-41004 Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	4,298.84	1,298.84	143.29 %
400-310-46002 Interest	60,000.00	60,000.00	19,374.73	114,283.72	54,283.72	190.47 %
Department: 310 - Utility Operations Total:	329,000.00	329,000.00	19,374.73	266,961.35	-62,038.65	18.86%
Revenue Total:	18,112,893.26	18,112,893.26	421,985.21	3,590,012.17	-14,522,881.09	80.18%

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	0.00	16,571.91	840,428.09	98.07 %
400-300-62019 Planning and Permitting	5,000.00	5,000.00	0.00	17,281.51	-12,281.51	-245.63 %
400-300-62020 Lab Testing	0.00	0.00	0.00	2,256.75	-2,256.75	0.00 %
400-300-63004 Dues, Fees & Subscriptions	0.00	0.00	289.24	1,597.48	-1,597.48	0.00 %
400-300-63005 Training/Continuing Education	0.00	0.00	668.03	668.03	-668.03	0.00 %
400-300-63025 Wastewater Treatment Plant Maint	92,430.00	92,430.00	3,196.96	33,879.54	58,550.46	63.35 %
400-300-63026 Routine Operations	87,000.00	87,000.00	162.35	10,660.51	76,339.49	87.75 %
400-300-63027 Operations Non Routine	85,800.00	85,800.00	482.63	20,987.82	64,812.18	75.54 %
400-300-63028 Lift Station Maintenance	64,300.00	64,300.00	397.87	26,902.21	37,397.79	58.16 %
400-300-63029 Sanitary Sewer Line Maintenance	51,360.00	193,630.14	19,687.00	112,256.92	81,373.22	42.03 %
400-300-63030 Drip Field Maintenance	30,000.00	30,000.00	696.84	1,682.64	28,317.36	94.39 %
400-300-63031 Sludge Hauling	150,000.00	150,000.00	9,180.79	64,776.38	85,223.62	56.82 %
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	5,528.25	22,280.75	-22,280.75	0.00 %
400-300-64003 Uniforms	0.00	0.00	119.96	119.96	-119.96	0.00 %
400-300-64010 Supplies	28,500.00	28,500.00	2,540.26	11,442.46	17,057.54	59.85 %
400-300-64022 Chemicals	15,000.00	15,000.00	961.00	5,785.50	9,214.50	61.43 %
400-300-65000 Network/Phone	0.00	0.00	772.25	3,057.04	-3,057.04	0.00 %
400-300-65017 Electric	80,000.00	80,000.00	6,440.16	32,377.75	47,622.25	59.53 %
400-300-70001 Mileage	0.00	0.00	119.25	119.25	-119.25	0.00 %
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	0.00	113,368.75	371,631.25	76.63 %
400-300-72003 TWDB - Special Counsel and Consul	0.00	0.00	0.00	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	51,242.84	1,168,039.49	20,213,021.27	94.54%

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	92.15	571.90	24,428.10	97.71 %
400-301-63027 Operations Non Routine	10,000.00	10,000.00	1,537.63	1,631.68	8,368.32	83.68 %
400-301-63032 Water Line Maintenance & Repair	20,000.00	22,210.11	0.00	27,866.35	-5,656.24	-25.47 %
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	19,670.00	46,251.79	6,116.82	11.68 %
Department: 301 - Water Total:	105,000.00	109,578.72	21,299.78	76,440.08	33,138.64	30.24%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	527,345.98	527,345.98	39,572.55	230,699.86	296,646.12	56.25 %
400-310-60002	Overtime	0.00	0.00	2,782.15	14,426.35	-14,426.35	0.00 %
400-310-60003	On Call Pay	10,400.00	10,400.00	800.00	9,774.92	625.08	6.01 %
400-310-61000	Health Insurance	59,572.49	59,572.49	3,861.76	21,976.96	37,595.53	63.11 %
400-310-61001	Dental Insurance	0.00	0.00	269.60	1,533.35	-1,533.35	0.00 %
400-310-61002	Medicare	0.00	0.00	600.58	3,509.03	-3,509.03	0.00 %
400-310-61004	Unemployment	0.00	0.00	67.05	1,324.94	-1,324.94	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	2,546.15	15,127.01	15,767.72	51.04 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Counsel and Consultants	50,000.00	50,000.00	0.00	11,152.49	38,847.51	77.70 %
400-310-62020	Lab Testing	30,000.00	30,000.00	6,792.71	17,709.46	12,290.54	40.97 %
400-310-63001	Equipment Maintenance	10,000.00	10,000.00	0.00	708.51	9,291.49	92.91 %
400-310-63002	Fleet Maintenance	12,000.00	12,000.00	132.41	902.07	11,097.93	92.48 %
400-310-63005	Training/Continuing Education	13,305.00	16,330.51	0.00	2,752.50	13,578.01	83.15 %
400-310-63034	Utility Operations	355,560.00	355,560.00	8,450.00	50,325.93	305,234.07	85.85 %
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	13,490.44	1,822.56	11.90 %
400-310-64003	Uniforms	7,470.00	7,470.00	225.00	4,282.63	3,187.37	42.67 %
400-310-64006	Fleet Acquisition	62,000.00	62,000.00	0.00	63,236.00	-1,236.00	-1.99 %
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	18,746.63	34,253.37	64.63 %
400-310-65000	Network/Phone	16,250.00	16,250.00	3.83	18,899.37	-2,649.37	-16.30 %
Department: 310 - Utility Operations Total:		1,330,061.17	1,333,086.68	66,103.79	501,757.61	831,329.07	62.36%
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastewater Treatment	18,325.00	18,325.00	-2,950.00	3,784.66	14,540.34	79.35 %
400-311-63026	Arrowhead - Routine Operations	23,250.00	23,250.00	1,358.68	4,790.88	18,459.12	79.39 %
400-311-63027	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	106.85	13,441.43	8,008.57	37.34 %
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	6,557.71	25,640.93	13,359.07	34.25 %
400-311-64010	Arrowhead - Supplies	7,500.00	7,500.00	0.00	794.57	6,705.43	89.41 %
400-311-64022	Arrowhead - Chemicals	13,000.00	13,000.00	638.40	6,004.00	6,996.00	53.82 %
400-311-65017	Arrowhead - Electricity	20,000.00	20,000.00	1,475.88	6,121.94	13,878.06	69.39 %
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	7,187.52	109,738.57	2,119,896.00	95.08%
Expense Total:		24,233,021.74	25,053,360.73	145,833.93	1,855,975.75	23,197,384.98	92.59%
Fund: 400 - Utilities Surplus (Deficit):		-6,120,128.48	-6,940,467.47	276,151.28	1,734,036.42	8,674,503.89	124.98%
Report Surplus (Deficit):		-9,491,204.25	-10,409,905.16	357,219.83	4,952,005.71	15,361,910.87	147.57%

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	547,131.72	6,582,086.58	-1,181,358.78	15.22%
105 - Communications	110,209.00	110,209.00	18,785.23	79,568.59	-30,640.41	27.80%
200 - Planning & Development	1,628,875.00	1,628,875.00	7,382.72	670,108.24	-958,766.76	58.86%
201 - Building	1,550,000.00	1,550,000.00	375,480.77	1,191,551.43	-358,448.57	23.13%
400 - Parks & Recreation	579,880.00	592,448.00	3,430.00	20,070.00	-572,378.00	96.61%
402 - Aquatics	76,100.00	76,100.00	33.00	1,449.00	-74,651.00	98.10%
404 - Founders Day	124,450.00	124,450.00	24,080.00	117,355.00	-7,095.00	5.70%
Revenue Total:	11,832,959.36	11,845,527.36	976,323.44	8,662,188.84	-3,183,338.52	26.87%
Expense						
000 - Undesignated	5,797,331.91	5,797,331.91	35,392.43	189,465.70	5,607,866.21	96.73%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	67,500.00	-50,500.00	-297.06%
101 - City Administrators Office	0.00	0.00	48,153.46	345,127.73	-345,127.73	0.00%
102 - City Secretary	29,120.00	29,120.00	23,134.11	114,302.48	-85,182.48	-292.52%
103 - Courts	15,500.00	15,500.00	1,390.00	3,890.00	11,610.00	74.90%
104 - City Attorney	49,000.00	49,000.00	34,106.96	161,254.75	-112,254.75	-229.09%
105 - Communications	132,309.00	132,309.00	28,321.65	217,836.52	-85,527.52	-64.64%
106 - IT	389,894.84	389,894.84	61,929.65	331,406.68	58,488.16	15.00%
107 - Finance	1,494,123.00	1,494,123.00	135,500.75	926,026.81	568,096.19	38.02%
200 - Planning & Development	313,500.00	411,869.92	20,220.16	192,932.80	218,937.12	53.16%
201 - Building	792,000.00	792,000.00	191,126.58	758,860.13	33,139.87	4.18%
300 - Wastewater	1,140,000.00	1,140,000.00	997.50	374,056.64	765,943.36	67.19%
304 - Maintenance	2,271,860.00	2,271,860.00	46,992.80	766,460.36	1,505,399.64	66.26%
400 - Parks & Recreation	1,369,101.76	1,381,661.76	70,885.84	449,174.64	932,487.12	67.49%
401 - DSRP	683,265.91	683,265.91	45,914.99	404,338.25	278,927.66	40.82%
402 - Aquatics	234,007.09	234,007.09	7,113.42	40,184.34	193,822.75	82.83%
404 - Founders Day	160,025.00	160,025.00	111,570.91	123,773.30	36,251.70	22.65%
500 - Emergency Management	94,298.00	94,298.00	8,511.81	-18,850.00	113,148.00	119.99%
Expense Total:	14,982,336.51	15,093,266.43	871,263.02	5,447,741.13	9,645,525.30	63.91%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,247,739.07	105,060.42	3,214,447.71	6,462,186.78	198.97%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,109,665.20	1,109,665.20	303.60	489,872.66	-619,792.54	55.85%
Revenue Total:	1,109,665.20	1,109,665.20	303.60	489,872.66	-619,792.54	55.85%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	360.00	3,025.47	7,974.53	72.50%
401 - DSRP	1,320,363.82	1,320,363.82	23,935.47	483,325.61	837,038.21	63.39%
Expense Total:	1,331,363.82	1,331,363.82	24,295.47	486,351.08	845,012.74	63.47%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-23,991.87	3,521.58	225,220.20	101.59%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	539,485.58	539,485.58	0.00	1,179,317.84	639,832.26	118.60%
300 - Wastewater	17,028,367.68	17,028,367.68	392,397.69	2,000,991.38	-15,027,376.30	88.25%
301 - Water	216,040.00	216,040.00	10,212.79	142,741.60	-73,298.40	33.93%
310 - Utility Operations	329,000.00	329,000.00	19,374.73	266,961.35	-62,038.65	18.86%
Revenue Total:	18,112,893.26	18,112,893.26	421,985.21	3,590,012.17	-14,522,881.09	80.18%
Expense						
300 - Wastewater	20,568,326.00	21,381,060.76	51,242.84	1,168,039.49	20,213,021.27	94.54%
301 - Water	105,000.00	109,578.72	21,299.78	76,440.08	33,138.64	30.24%
310 - Utility Operations	1,330,061.17	1,333,086.68	66,103.79	501,757.61	831,329.07	62.36%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	7,187.52	109,738.57	2,119,896.00	95.08%

Budget Report

For Fiscal: FY 2024 Period Ending: Item 4. 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	145,833.93	1,855,975.75	23,197,384.98	92.59%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,940,467.47	276,151.28	1,734,036.42	8,674,503.89	124.98%
Report Surplus (Deficit):	-9,491,204.25	-10,409,905.16	357,219.83	4,952,005.71	15,361,910.87	147.57%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,247,739.07	105,060.42	3,214,447.71	6,462,186.78
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	-23,991.87	3,521.58	225,220.20
400 - Utilities	-6,120,128.48	-6,940,467.47	276,151.28	1,734,036.42	8,674,503.89
Report Surplus (Deficit):	-9,491,204.25	-10,409,905.16	357,219.83	4,952,005.71	15,361,910.87



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: 5/21/24

Agenda Item Wording: **Discuss and consider approval to allow and waive the facility rental fees for Environmental Consulting and Technology Inc. to conduct a Bat Mist Netting research program at Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**

Agenda Item Requestor: Sherrie Parks

Summary/Background: Environmental Consulting and Technology Inc. requested to perform some Bat Mist Netting Research at Dripping Springs Ranch Park. We have a lot of bats at Ranch Park. Sadly, we find them dead or injured in the main arena. This happens at night and staff locate them in the morning upon opening. This is a very cost-effective way for us to get some data to help us with decisions to provide the best environment or deter them from the arena.

While just staff will be there for the first netting, they do provide educational opportunities that are open to the public which is something we can look at in the future.

Here are some example images of the system:







**Commission
Recommendations:**

Parks and Recreation Commission voted to approve recommendation.

**Recommended
Council Actions:**

Staff recommends to approve and execute an agreement.

Attachments:

Next Steps/Schedule: Execute the agreement



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

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: 05/21/2024

Agenda Item Wording: Discuss and Consider Approval of an Equipment Sales Agreement with AUC Group, LLC. for a Wastewater Plant Expansion Site Preparation at Arrowhead Ranch

Agenda Item Requestor:

Summary/Background: In August of 2023 City Council approved the lease agreement with AUC Group for the Arrowhead Ranch Wastewater Expansion and in order for the construction of the plant, site preparation must be done. In February of 2024 the city went through the sealed bid process for the site preparation and only received one bid of \$705,200.00. City staff believed this was too expensive and reached out to AUC for a bid for the site prep. AUC came back with a quote of \$157,445.00. After further review city staff believes we can accomplish a significant amount of the work in house and asked for a revision to the quote bringing the cost the bid down to \$63,070.00.

The scope of work includes earthwork, construction of foundations, and yard piping that will hydraulically connect the expansion to the existing infrastructure. Work to be completed in house includes electrical, process water plumbing, and winterization.

Work that still needs to be competitively bid out includes the construction of a ground storage tank and the expansion of the drip fields.

**Commission
Recommendations:**

**Recommended
Council Actions:** Staff recommends approval.

Attachments: Arrowhead Ranch Phase II - Material Sales Agreement 05.16.2024-aa

Next Steps/Schedule:

EQUIPMENT SALES AGREEMENT

This Sale Agreement ("Agreement"), made this ___ day of _____, 2024 ("Effective Date"), is entered into by and between **AUC Group, LLC**, a Delaware corporation with its principal place of business at 1800 Augusta Drive, Suite 108, Houston Texas (the "Seller"), and the **City of Dripping Springs**, a political subdivision of the State of Texas, with its principal place of business at 511 Mercer Street, Dripping Springs, TX 78620, hereinafter referred to as (the "Buyer" or "District").

SECTION 1 – MATERIALS

Subject to the terms and conditions hereinafter set forth, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the materials listed on Exhibit A hereto (the "Materials").

SECTION 2 – DELIVERY AND INSTALLATION

The Materials shall be delivered to Buyer at 2303 West Highway 290, Dripping Springs, Hays County, TX 78620 ("Buyer's Facility"). The Seller shall cause the Materials to be installed at the Buyer's Facility and have all weather access. Seller shall be responsible for the installation of the Materials (to the extent applicable) as set forth on Exhibit A hereto.

SECTION 3 – TERM

This Agreement shall commence on the Effective Date and end upon installation of the Materials by Seller and Payment by Buyer.

SECTION 4 - PAYMENTS

Buyer agrees to pay Seller the amount ("Purchase Price") pursuant to the schedule for installment payments set forth on Exhibit A hereto for the Materials.

SECTION 5 – PAYMENTS AND NOTICES

Except as otherwise provided herein, each provision of this Agreement or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending (by nationally recognized air carrier service), mailing (certified via mail, prepaid, return receipt requested) or delivery of any notice or the making of any Payment by the Buyer to the Seller or with reference to the sending, mailing or delivery of any notice or the making of any Payment by Buyer to the Seller shall be deemed to be complied with, when and if the following steps are taken:

- a) The Payment and any other payments required to be made by the Buyer to the Seller hereunder shall be payable to Seller at the address herein below set forth, or at such other address as Seller may specify from time to time by written notice delivered in accordance herewith.
- b) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon actual receipt of the parties hereto at the respective address set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

EQUIPMENT SALE AGREEMENT

BUYER: City of Dripping Springs
Attn: Public Works Director
511 Mercer Street
P.O. Box 384
Dripping Springs, TX 78620

SELLER: AUC Group, LLC
Attn: Contracts Dept.
1800 Augusta Drive, Ste 108
Houston, TX 77057

SECTION 6 – BINDING EFFECT

The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise expressly provided.

SECTION 7- TAXES

Any real or personal property taxes imposed or levied by any taxing authority on the Equipment, including, without limitation, sales tax, if any, shall be the responsibility of the Buyer.

SECTION 8 – GOVERNING LAW AND COMPLIANCE

a) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based on, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations. The Buyer hereby waives and relinquishes any claim that it is immune from liability under this Agreement under the doctrine of governmental and/or sovereign immunity or any other similar doctrine or argument.

b) By signing and entering into the Agreement, Seller verifies, pursuant to Chapter 2271 of the Texas Government Code, that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

c) Each of Seller and Buyer hereby represents and warrants that at the time of this Agreement neither they, nor any of their respective wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

SECTION 9 – FORUM FOR DISPUTES

The parties agree that should any suit, action or proceeding arising out of this Agreement be instituted by any party hereto (other than a suit, action or proceeding to enforce or realize upon any final court judgment arising out of this Agreement), such suit, action or proceeding shall be instituted only in a state or federal court in Hays County, Texas. Each of the parties hereto consents to the in personam

jurisdiction of any such state or federal court in Hays County, Texas and waives any objection to the venue of any suit, action or proceeding. The parties recognize that courts outside Hays County, Texas may also have jurisdiction over suits, actions or proceedings arising out of this Agreement, and in the event that any party hereto shall institute a proceeding involving this Agreement in a jurisdiction outside Hays County, Texas, the party instituting such proceeding shall indemnify any other party hereto for any losses and expenses that may result from the breach of the foregoing covenant to institute such proceeding only in a state or federal court in Hays County, Texas, including without limitation additional expenses incurred as a result of litigating in another jurisdiction, such as reasonable fees and expenses of local counsel and travel and lodging expenses for parties, witnesses, experts and support personnel.

[Signatures follow]

EXECUTED this ____ day of _____, 2024.

SELLER: AUC Group, LLC

Signature

Title

Print Name

BUYER: City of Dripping Springs

Signature

Title

Print Name

EXHIBIT A

PROJECT: Arrowhead Ranch Phase II WWTP

ENGINEER: Burgess & Niple, Inc.

DATE: March 20, 2024 (Revised May 16, 2024)

SCOPE OF WORK

AUC proposes to provide the below additional items:

- Item #1 – Crushed concrete foundation for the proposed aeration/digester basin, aeration basin, and clarifier/chlorine contact basin.
- Item #2 – Concrete pads for the blowers and stair landing.
 - Blower pad: 21'-0" x 10'-6" x 6" thick slab with 2'-0" x 1'-6" exterior grade beams.
 - Stair landing pad: 4'-0" x 4'-0" x 10" thick slab.
- Item #3 – Payment and performance bonds
- Item #4 - Yard piping
 - Approximately 40' of 8" PVC piping from proposed chlorine contact basin to existing effluent piping
 - Approximately 20' of 6" piping to re-route force main to proposed barscreen/flow splitter box.

SCOPE PRICING

• Item #1	\$20,400.00
• Item #2	\$22,560.00
• Item #3	\$1,250.00
• <u>Item #4</u>	<u>\$18,860.00</u>
• Total	\$63,070.00

Purchase Option

- \$63,070.00 – to be paid as work completed

EXCLUSIONS

- Permits, taxes or fees, apart from those described above.
- Geotechnical report, soil borings, survey and site plan.
- Water to fill and test the plant or seed sludge.
- Bypass pumping for modifications to existing plant.
- Any work not explicitly defined above.

9600 Escarpment Blvd., Suite 745-4
Austin, Texas 78789

Date: 05.09.24
Project: Ariza 290 West
City of Dripping Springs
Parkland Dedication Plan

MEMORANDUM

To: Tory Carpenter, City of Dripping Springs Planning Director

Cc: Luis Bordes, Cypressbrook Company Development Principal

This memo serves as follow-up correspondence to the review by LUCK Design Team, LLC of the Ariza 290 West Parkland Dedication Plan submitted February 23, 2024. Please see attached Parkland Dedication Plan Narrative and site plans. A copy of this memo was originally sent to Luis Bordes, of Cypressbrook Company, on April 1, 2024.

*** **

After review we have the following observations and recommendations:

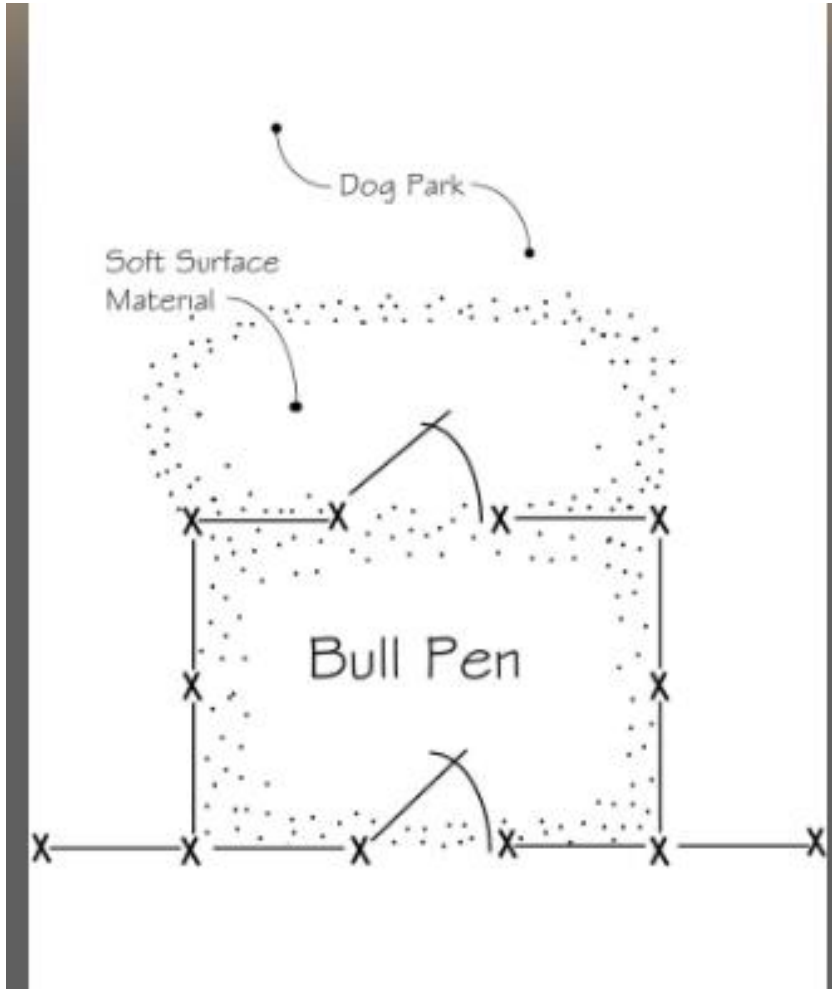
1. At 293 proposed multi-family residential units, the amount of parkland required per ordinance is 9.0376 acres.
2. A total of 8.0 acres of physical land is being dedicated as private parkland to be used as a dog park. Due to lack of wastewater infrastructure in the area, the developer is building their own wastewater treatment plant that will require a drip field. This drip field is the same acreage that is being used for the parkland dedication. Due to the parkland’s location in the drip-field, no structures can be built or placed in the area to comply with Texas Commission of Environmental Quality, (TCEQ). Only 25% of this parkland acreage would be credited towards the parkland dedication requirement (reference City Ordinance 28.03.012).
3. The developer is opting to pay fee-in-lieu (as well as dedicating the 8.0 acres for private parkland) for the required parkland dedication with a credit of up to 25% for the fee-in-lieu amount (reference City Ordinance 28.03.012). The fee-in-lieu amount for parkland dedication would be calculated as follows: 9.0376 acres X \$44,000/ acre (average cost/ acre) X .75 = **\$298,240.80**
4. The parkland development fee required by ordinance for the 293 proposed multi-family residential units is \$189,864. The developer is asking for a credit of \$123,150 (the cost of a 4-6 foot high perimeter fence around the parkland) be applied as a deduction to the calculated parkland development fee required. TCEQ does not require developers to fence off their drip fields so therefore the addition of the fence would solely be for its use as an enclosure for the dog park.

The parkland development fee amount would thus be calculated as follows:
 $\$189,864 - \$123,150$ (fencing credit) = **\$66,714.**

5. The dog park will be maintained and managed by Cypressbrook Multifamily management, LP as part of the ongoing service of the multifamily community.

6. The developer needs to indicate the location of the dog park entry gate on the park site plan. It is the desire of the City for this gate to be a double gated entry similar to the diagram below:

Item 7.



7. The developer needs to provide an accessible route to the dog park entry gate from the multifamily units.

*** **

We recommend approval of the Parkland Dedication Plan with comments addressed as noted in Items 6 and 7 above.

Prepared By: Brent Luck

Cypressbrook 290 LP
1776 Woodstead Ct, Ste 218
The Woodlands, TX 77380

Ariza 290 West – Dripping Springs, TX
April 03, 2024

Parkland Development and Parkland Dedication

Property Overview

Ariza 290 West is a multifamily complex located at 13900 W US 290 and is within the City of Dripping Springs ETJ. The property is approximately 19.16 acres and the applicant is seeking City of Dripping Springs approval for site development plan of 293 multifamily units.

The property will consist of the multifamily area which consists of 293 units and onsite drainage pond, as well as a private dog park. Due to lack of wastewater infrastructure in the area we are building our own wastewater treatment plant that will require 387,000 square feet of acreage for a drip field. This square footage amounts to approximately 8.88 acres. This area will be the location of our package plant and treatment facility with the remaining set aside for our drip-field which will also be the location of our private dog park. The net area for the dog park is 348,500 square feet which amounts to eight (8) acres.

The dog park area will be required to be a private dog park secured on all sides for our multifamily residents. Due to the dog park being in the drip-field, no structures can be built or placed on the area in order to comply with Texas Commission of Environmental Quality, (TCEQ). This dog park will be an asset to our community as the nearest park location is Veterans Memorial Park, 4.9 miles to our West.

Parkland Calculations

I. Parkland Required by City of Dripping Springs

1) Required

- a) One (1) acre of parkland per 32.42 dwelling units is required for Parkland Dedication. Based on 293 multifamily units 9.0376 acres of parkland would be required. The Developer could also choose to do a fee-in-lieu of land that is based an average cost/acre of \$44,000. The total for this project would be \$397,654.40.
- b) A Park Development Fee is required to meet the need for the active recreation parks. The fee is calculated by multiplying the number of dwelling units by \$648. The total required Parkland Development Fee for this project will be \$189,864.

II. Proposed Parkland Compliance

1) Private Parks

Per Section 29.03.12 of the Parkland Dedication Ordinance, credit may be granted up to 25 percent (25%) of the required parkland dedication amount and/or fee-in-lieu.

Ariza 290 West will have an eight (8) acre private dog park for our tenants. The park will be maintained by the apartment complex. This dog park area will have its own irrigation via a subsurface drip system with an estimated cost of \$1,200,000.

The dog park will need to be a private park because parking space won't be built for visitors. This is due to several factors such as the impervious requirement and another is the size of the drip-field required to comply with TCEQ. Additionally, our community is a privately fenced in multifamily complex which requires adequate guaranteed parking for our tenants. Therefore, in keeping with the private community the dog park will be securely fenced on all sides.

2) Park Development Fee

The dog park will require 4'-6' fencing around the perimeter which will cost approximately \$123,150. The applicant would like consideration to incorporate this amount as a portion of the park development fee total of \$189,864.

III. Maintenance

The dog park will be maintained and managed by Cypressbrook Multifamily Management, LP as part of ongoing service of the multifamily community.

IV. Conclusion

1) Park Dedication or Fee-in-lieu

a) Required: 9.0367 acres or \$397,654

b) Proposal: Eight (8) acres of a private park credited to our dedication for a 25% reduction of the fee-in-lieu calculation

c) Final Fee-in-lieu amount with 25% reduction:
 $9.0376 \text{ acres} \times \$44,000/\text{acre} \times .75 = \mathbf{\$298,240.80}$

2) Parkland Development Fee

a) Required Fee: \$189,864

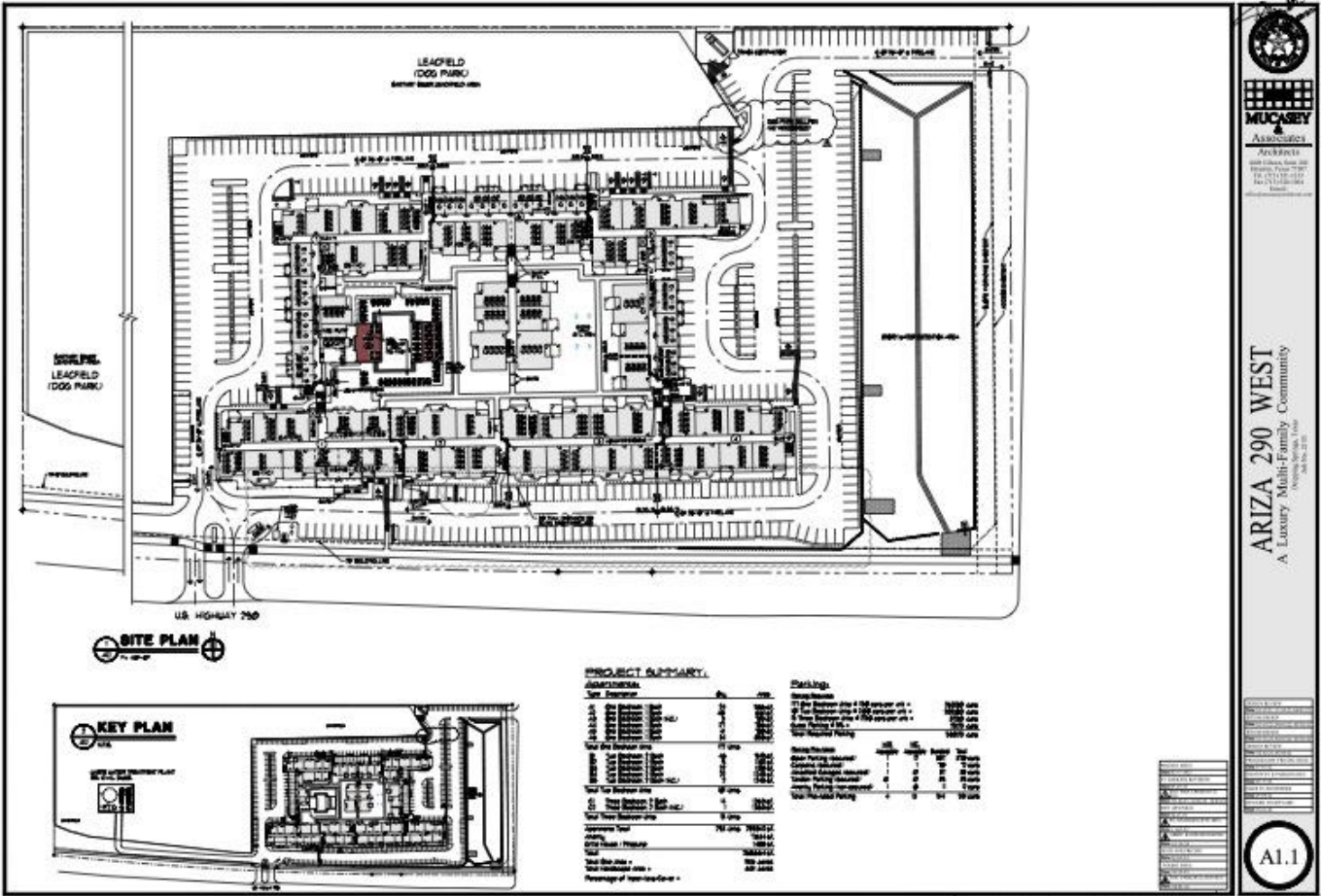
b) Ariza 290 Park Development Fee \$123,150 and \$1.2mm irrigation system credited to the required fee.

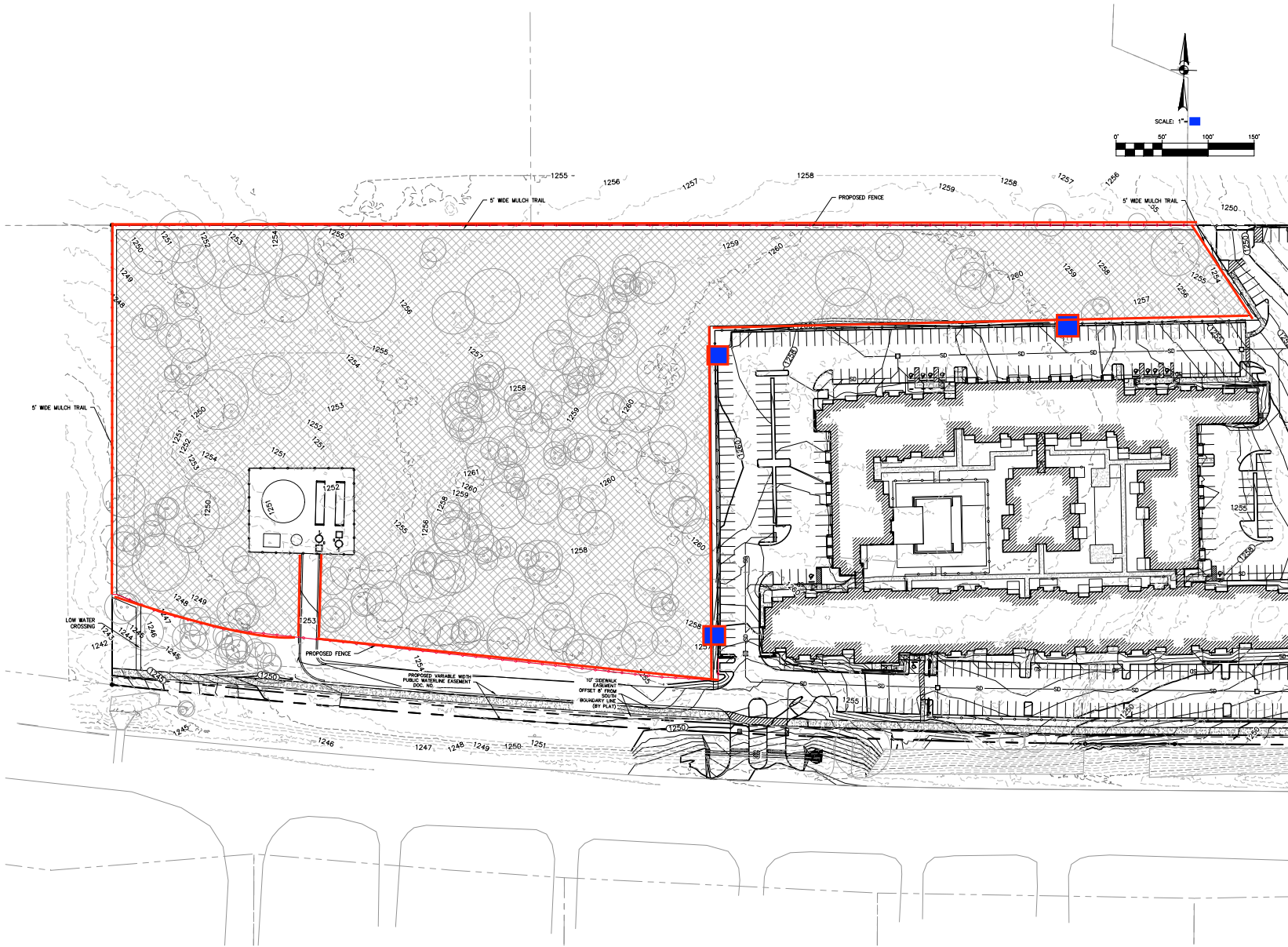
c) Final Fee: **\$66,714**, which shall go to the nearest park, i.e. Veteran's Memorial Park

3) LUCK Design Team Request

- a) Per our Conversation with the LUCK Design Team and Tory Carpenter, the developer at their own cost will incorporate a double gated entry. See Exhibit "A"

- b) Developer will also establish an accessible route to the dog park double entry gate. See Exhibit "A"







MUCASEY & Associates
Architects

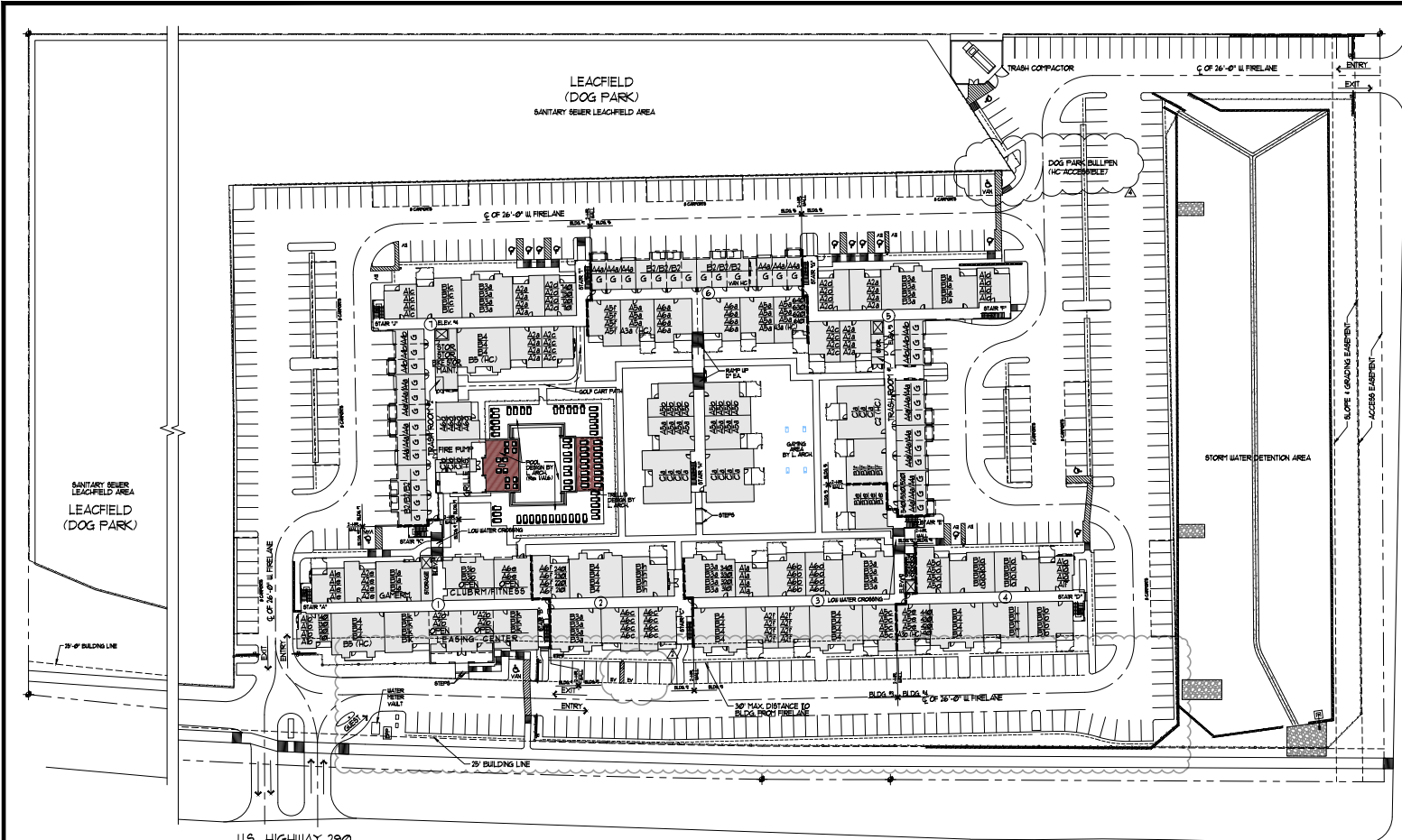
4808 Gibson, Suite 200
Houston, Texas 77007
Tel: (713) 521-1233
Fax: (713) 520-1904
Email:
office@mucaseyarchitects.com

ARIZA 290 WEST
A Luxury Multi-Family Community
Dripping Springs, Texas
Job No. 2135

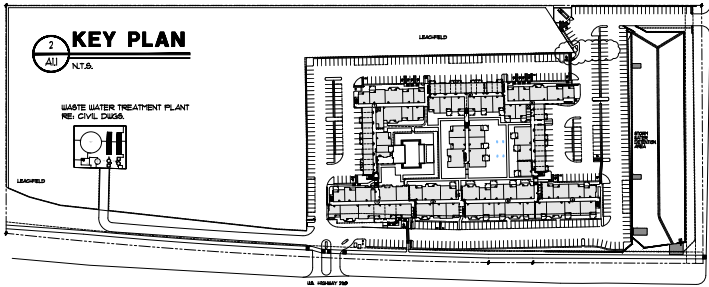
DESIGN REVIEW
Date: 07-23-21, 11-23-21, 06-06-22
SITE REVISION
Date: 08-24-21, 04-21-22, 05-26-22
SITE REVISION
Date: 01-26-22, 04-01-22, 05-26-22

DESIGN REVIEW
Date: 06-29-22, 06-06-22
PRELIMINARY PARKING ISSUE
Date: 07-27-22
DRIVEWAY & PARKING ISSUE
Date: 08-17-22
SITE TO ENGINEERS
Date: 08-29-22
REVISED COURTYARD
Date: 01-05-23

PARKING ISSUE
Date: 05-11-2023
EV PARKING REVISION
Date: 05-17-23
SITE FIRE APPARATUS
Date: 05-22-23, 08-23-23, 02-09-24
SITE REVISION
Date: 05-17-23
EV CHARGING STATION REV.
Date: 05-17-23
AMEN. & SITE REVISIONS
Date: 01-26-24
SLOPE FOR PARKING
Date: 02-29-24
PERMIT ISSUE
Date: 05-27-24
DOG PARK BULLPEN REV.
Date: 04-03-24



SITE PLAN
1
AU
1" = 40'-0"



KEY PLAN
2
AU
N.T.S.

PROJECT SUMMARY:

Apartments:

Type	Description	Qty.	Area
A1	One Bedroom, 1 Bath	24	586 sf.
A2	One Bedroom, 1 Bath	48	1,061 sf.
A3	One Bedroom, 1 Bath (H.C.)	3	185 sf.
A4	One Bedroom, 1 Bath	21	766 sf.
A5	One Bedroom, 1 Bath	41	1,388 sf.
A6	One Bedroom, 1 Bath	34	838 sf.

Total One Bedroom Units	TT1 Units	Area	
B1	Two Bedroom, 2 Bath	46	949 sf.
B2	Two Bedroom, 2 Bath	9	1,021 sf.
B3	Two Bedroom, 2 Bath	22	1,158 sf.
B4	Two Bedroom, 2 Bath	22	1,245 sf.
B5	Two Bedroom, 2 Bath (H.C.)	2	1,245 sf.

Total Two Bedroom Units	1B1 Units	Area	
C1	Three Bedroom, 2 Bath	14	1,363 sf.
C2	Three Bedroom, 2 Bath (H.C.)	1	1,363 sf.

Total Three Bedroom Units	B Units	Area
Apartments Total	293 Units	29,934.0 sf.

Amenity	1,634 sf.
Grille House / Firepump	1,488 sf.
Total	268,664 sf.
Total Site Area	75.6 acres
Total Hardscape Area	6.51 acres
Percentage of Impervious Cover	

Parking:

Parking Provided	Yield	H.C.	Accessible	Standard	Total
Open Parking (secured)	1	12	351	371	371 cars
Carports (secured)	1	1	10	12	12 cars
Attached Garages (secured)	1	0	31	38	38 cars
Tandem Parking (secured)	0	0	99	99	99 cars
Amenity Parking (non-secured)	1	0	11	12	12 cars
Total Required Parking					530/25 cars

Parking Provided	Yield	H.C.	Accessible	Standard	Total
Open Parking (secured)	1	12	351	371	371 cars
Carports (secured)	1	1	10	12	12 cars
Attached Garages (secured)	1	0	31	38	38 cars
Tandem Parking (secured)	0	0	99	99	99 cars
Amenity Parking (non-secured)	1	0	11	12	12 cars
Total Provided Parking	4	13	534	531	531 cars



City Council Planning Department Staff Report

Item 8.

City Council Meeting: May 22, 2024
Project No: VAR2023-0006
Project Planner: Tory Carpenter, AICP – Planning Director

Item Details

Project Name: N/A
Property Location: 424 Reata Way
Legal Description: Bunker Ranch Phase 1, Block 4, Lot 6
Applicant: David Chodniewicz
Property Owner: David Chodniewicz
Request: Waiver to allow an accessory dwelling in excess of 700 square feet and closer than 10 feet to the primary structure.
Staff Recommendation: Approval as submitted



Overview

The applicant is requesting a waiver to allow an accessory 835 square foot accessory dwelling unit which is closer than 10 feet to the existing structure.

In April 2021, the City Council adopted an ordinance updating standards for accessory dwelling units (ADUs). While this ordinance allows ADUs by right in several single-family zoning districts, there are specific standards for height, location, and size of accessory dwelling units. Any deviation from these standards requires approval of a Waiver by City Council.

The applicant is requesting a waiver from the following sections:

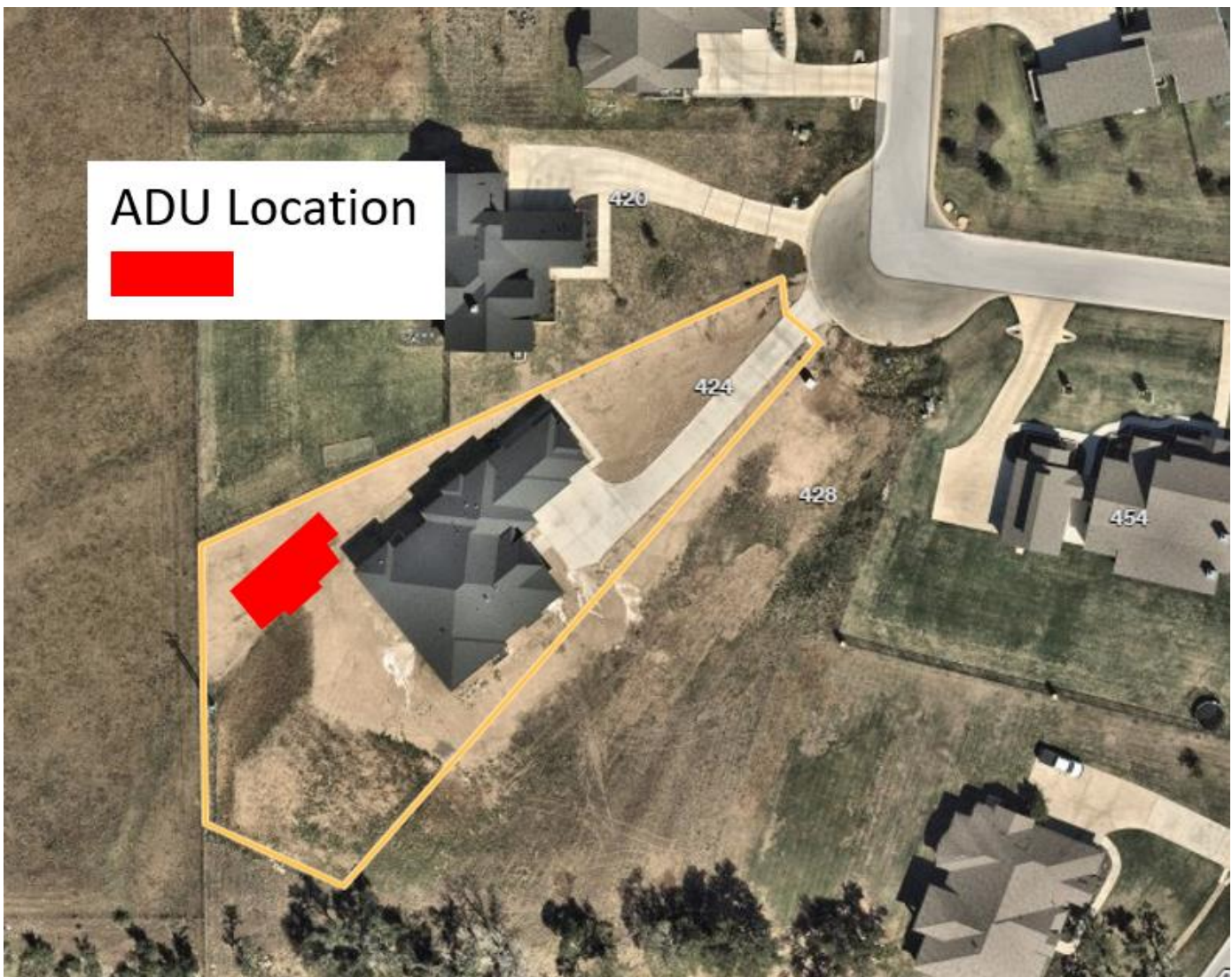
5.53.2(b) - Detached ADUs must maintain a minimum ten-foot buffer between the ADU and the primary structure.

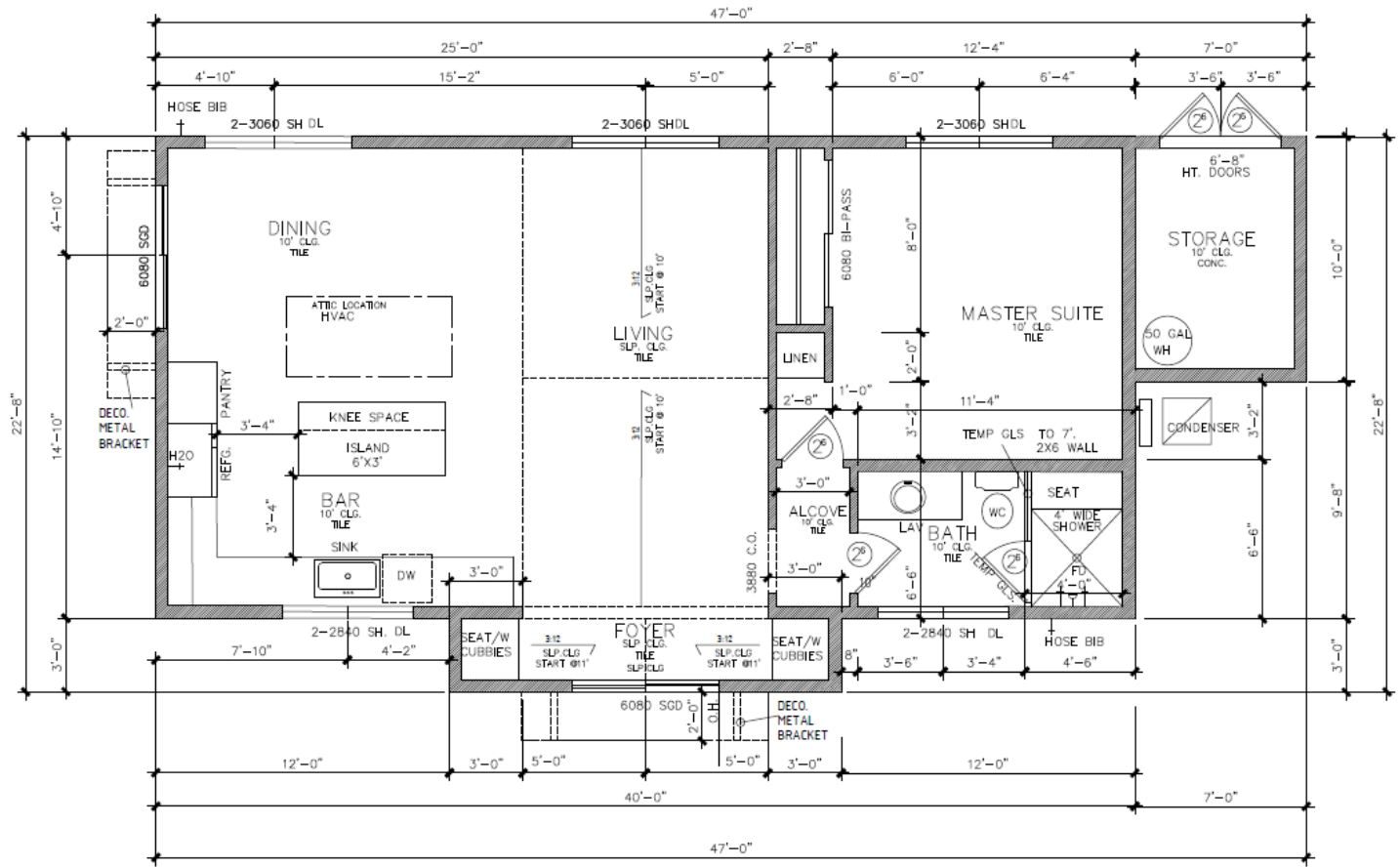
5.53.5 – ADU size . The maximum livable area of an ADU shall not exceed the lesser of:

(a.) 700 square feet; or

(b.) 50 percent of the square footage of the livable area of the main house.

The proposed ADU consists of a 835 square foot one bedroom unit and includes a full bath and kitchen. The plans also a 70 square foot external storage closet which is not included in the calculations of “livable area.” The unit is 6’3” away from the primary structure.





Surrounding Properties

The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	SF-2	Residence	Not Shown
East	SF-2	Residence	
South	SF-2	Residence	
West	ETJ	Agricultural / Homestead	

Approval Criteria for ADU Waivers (3.17.6-Zoning Ordinance)

Approval Criteria	Staff Comments
1. The requested deviation will not adversely affect neighboring properties.	The requested deviation will not adversely affect neighboring properties. The structure will meet all required setbacks and is approximately 16% of the size of the primary structure. The location of the ADU in the rear of the property makes it minimally visible from the street.
2. The requested deviation is not contrary to the public interest.	The requested deviation is not contrary to the public interest. The Building Official stated that the structure

	closer than 10 feet to the primary home does not conflict with the building code.
3. The requested deviation is consistent with the design of the primary structure	The ADU appears to be consistent with the design of the primary home. While the ADU exceeds the maximum 700 square feet allowed by right, it is well under 50% of the square footage of the home at approximately 16%.
4. The requested deviation is consistent with the character of the neighborhood	The deviation is consistent with the neighborhood. There are accessory structures larger than the proposed ADU in the neighborhood. Additionally, the ADU will be located in the backyard and will be minimally visible from the street.
5. The requested meets all other supplemental standards of the zoning ordinance and related land use requirements.	All other standards will be met.
6. The deviation provides for mitigation of any adverse effects or impact of the requested deviation.	Staff has not noted any adverse effects or impacts associated with this request.

Public Notification

A legal notice advertising the public hearing was placed in the signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Waiver request. At the time of this report, staff received one general inquiry regarding the request.

Meetings Schedule

May 21, 2024 - City Council Meeting

Attachments

Attachment 1 – Waiver Application

Attachment 2 – Floor Plan

Attachment 3 – Site Plan

Recommended Action:	Staff recommends approval of the request as submitted.
Alternatives/Options:	Approve with conditions or deny the request.
Budget/Financial Impact:	None noted.
Public Comments:	Staff has received one general inquiry.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support housing options in Dripping Springs.



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

Item 8.

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME David Chodniewicz

STREET ADDRESS 424 Reataway

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE 202-420-0169 EMAIL davechod@gmail.com

APPLICANT NAME David Chodniewicz

COMPANY _____

STREET ADDRESS 424 Reataway

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE 202-420-0169 EMAIL davechod@gmail.com

APPLICATION TYPE

ALTERNATIVE STANDARD

VARIANCE

SPECIAL EXCEPTION

WAIVER

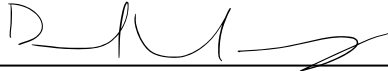
PROPERTY INFORMATION	
PROJECT NAME	Poolhouse
PROPERTY ADDRESS	424 Reataway, Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	Bunker Ranch Phase 1, Block 4, Lot 6, Acres 0.75
TAX ID#	R154449
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:
 - 1) Requesting WAIVER as to size of pool house from the 700 SF allowed to 835 Heated SF (905 DF overall).
 - 2) Requesting WAIVER for the distance from existing house to pool house from the allowed 10' to 6'3" due to limited space on side of property.

- Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:
 We have a diagnosed special needs child requiring additional space for professionals to provide the appropriate care and education.

- Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:
 We will take any necessary precautions as required to mitigate effects of requested waiver.

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:



4/5/2024

Applicant Signature

Date

CHECKLIST		
STAFF	APPLICANT	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input type="checkbox"/>	PDF/Digital Copies of all submitted documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input type="checkbox"/>	Billing Contact Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Photographs
<input type="checkbox"/>	<input type="checkbox"/>	Map/Site Plan/Plat
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevations (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Description and reason for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign - \$25
<input type="checkbox"/>	<input type="checkbox"/>	Proof of Property Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)

Project Number: _____ - _____

Only filled out by staff

Date, initials



BILLING CONTACT FORM

Project Name: PoolhouseProject Address: 424 Reataway, Dripping Springs, TX 78620Project Applicant Name: David Chodniewicz

Billing Contact Information

Name: David ChodniewiczMailing Address: 424 Reataway, Dripping Springs, TX 78620Email: davechod@gmail.comPhone Number: 202-420-0169

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

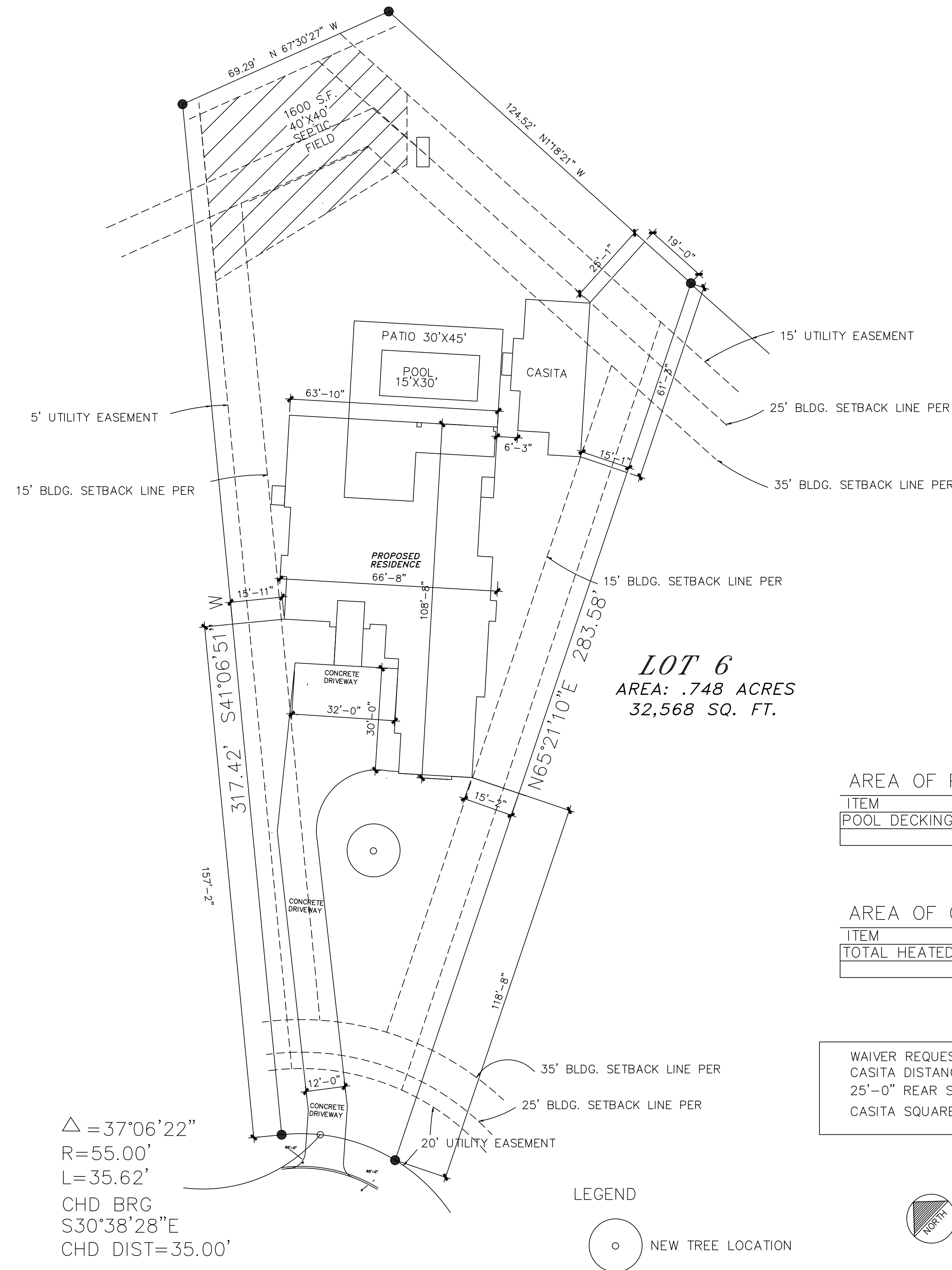
- | | |
|---|--|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement | <input checked="" 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 type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input type="checkbox"/> Other _____ |

*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

04/05/2024

Date



LOT 6
 AREA: .748 ACRES
 32,568 SQ. FT.

$\Delta = 37^{\circ}06'22''$
 R=55.00'
 L=35.62'
 CHD BRG
 S30°38'28"E
 CHD DIST=35.00'

LEGEND
 NEW TREE LOCATION

NOTE: TREE SHALL BE IN THE FRONT OF A RESIDENTIAL LOT, INCLUDING, AT LEAST ONE (1) REQUIRED TREE PLANTED IN THE FRONT YARD.

NOTES:

- Allow for 1% drainage at all sides of structure
- Finish floor to be 8" above the highest finish grade
- Slope at driveway from property line not to exceed 14%
- Builder to install sidewalk as per city or subdivision requirements
- Final location of the structure to be determined by the builder

AREA OF POOL

ITEM	SQUARE FT.
POOL DECKING	900

AREA OF CASITA

ITEM	SQUARE FT.
TOTAL HEATED	905

WAIVER REQUEST
 CASITA DISTANCE FROM MAIN HOUSE 6'-3"
 25'-0" REAR SETBACK
 CASITA SQUARE FOOTAGE EXCEEDS 700 S.F.

**MAIN HOUSE AND DRIVEWAY
 CASITA AND POOL
 EXISTING IMPERVIOUS COVER CALC.**

PERVIOUS COVER	22,855 S.F.	70.00%
IMPERVIOUS COVER	9,713 S.F.	30.00%
TOTAL COVER	32,568 S.F.	100.00%

**MAIN HOUSE AND DRIVEWAY
 EXISTING IMPERVIOUS COVER CALC.**

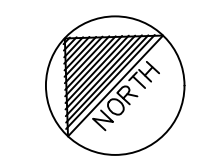
PERVIOUS COVER	24,662 S.F.	76.00%
IMPERVIOUS COVER	7,906 S.F.	24.00%
TOTAL COVER	32,568 S.F.	100.00%

LEGAL DESCRIPTION:

ADDRESS: 424 REATAWAY
 SUBDIVISION NAME: BUNKER RANCH
 PHASE: 1
 LOT: 6 . BLOCK 4
 HAYS COUNTY, TEXAS

● PLAN SHEET LEGEND

- AS1 SITE PLAN
- A1 FLOOR PLAN
- ELECTRICAL FLOOR PLAN
- A2 BUILDING ELEVATIONS
- ROOF PLAN

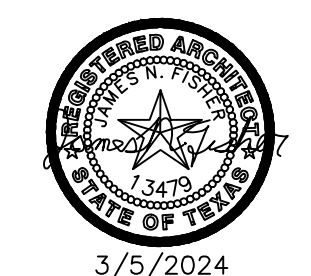


SITE PLAN

SCALE: 1"=20'-0"

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 (512) 947-3818

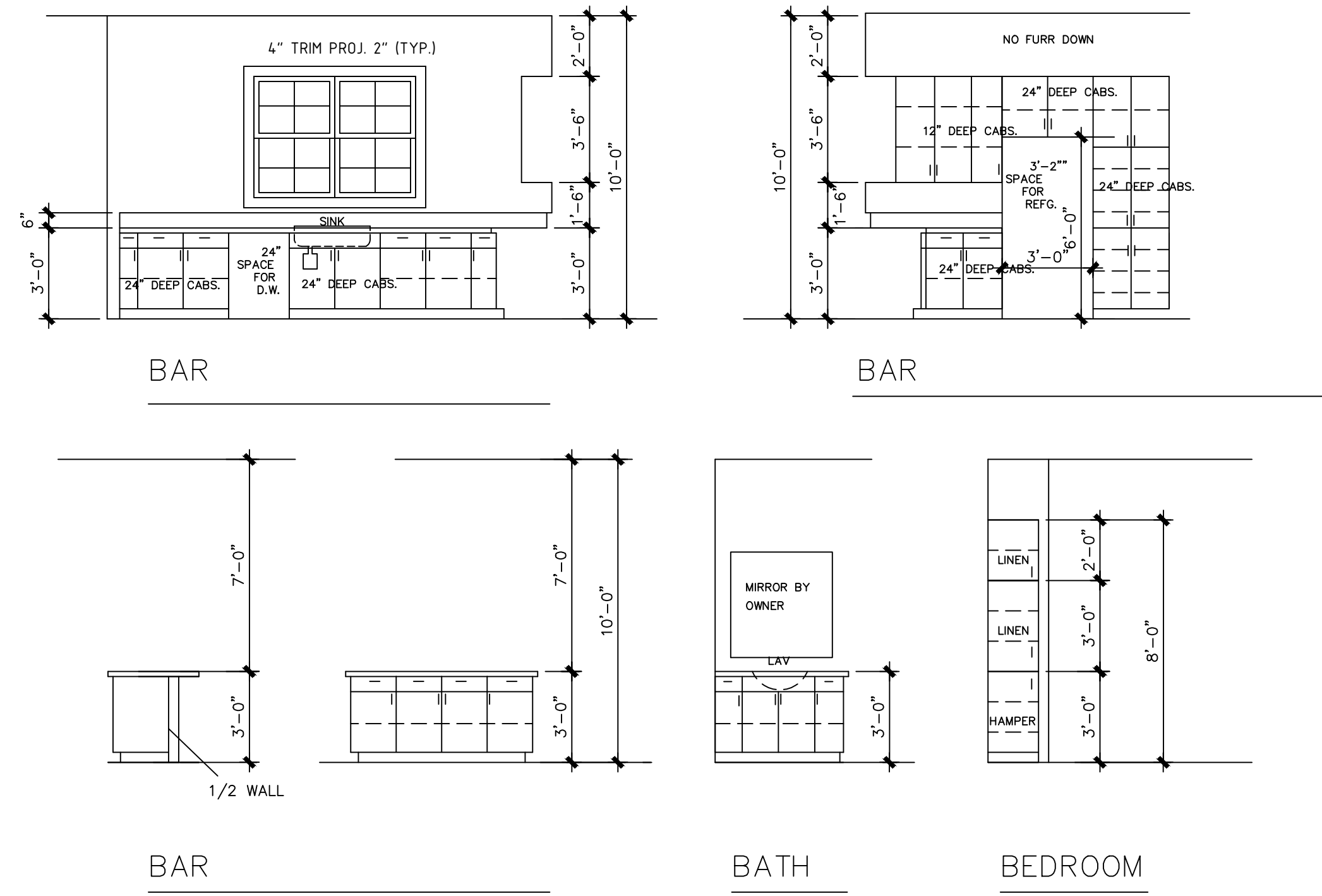
DRIPPING SPRINGS CONSTRUCTION, LLC
 424 REATAWAY
 DRIPPING SPRINGS, TEXAS



REVISION 4-4-2024
 DATE 3-5-2024
 DRAWN STAFF
 JOB NO. 24002

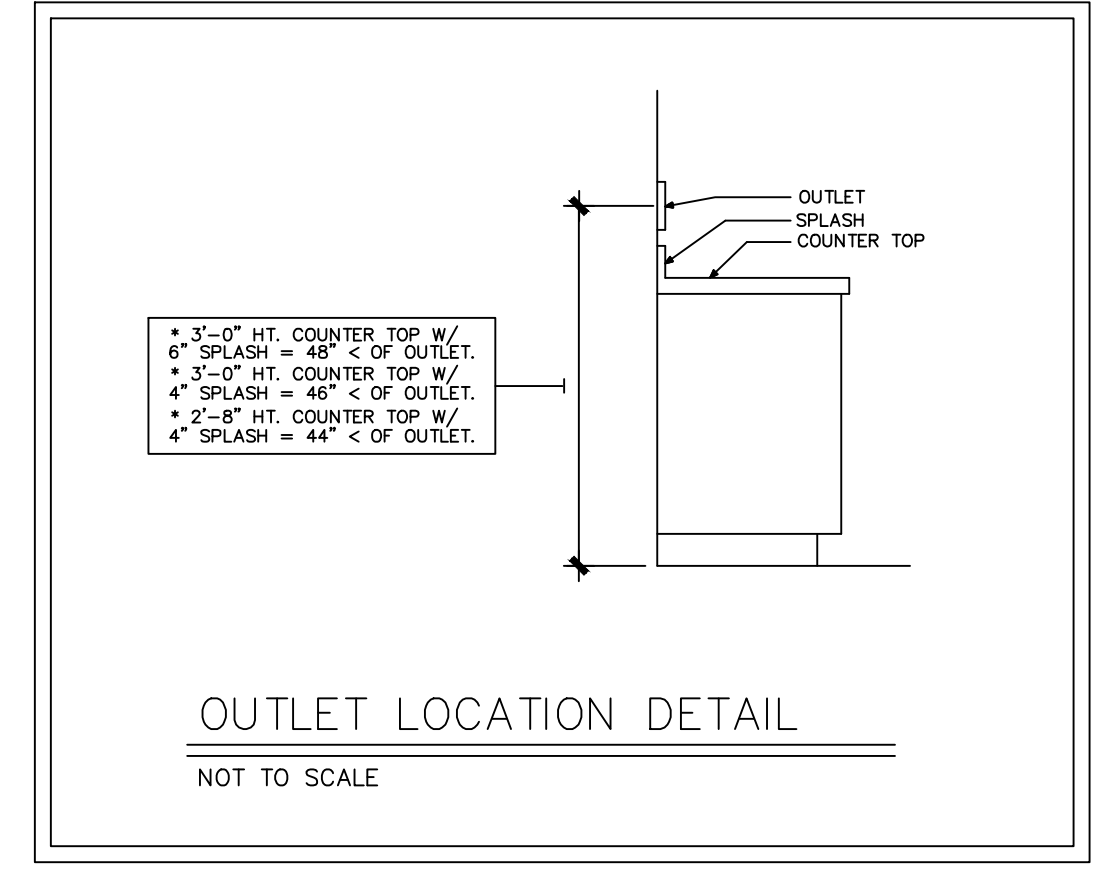


AS-1
 SHEET
 OF 3

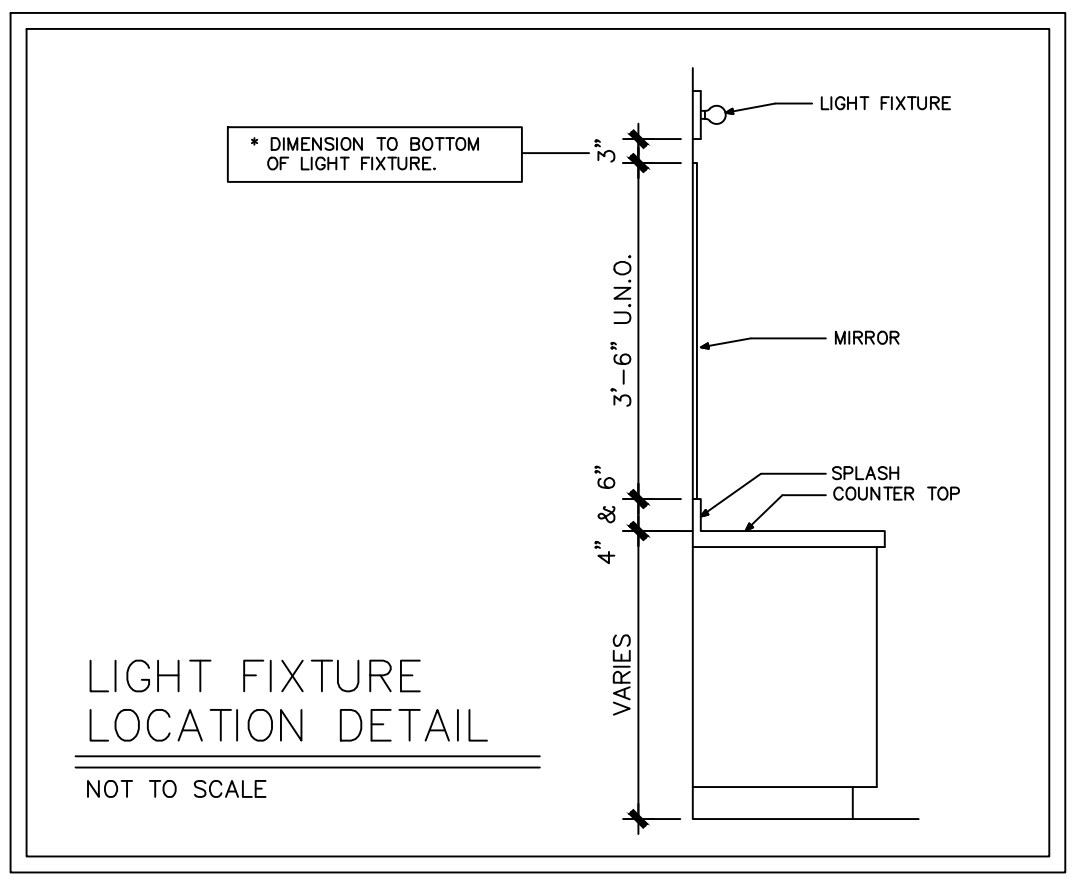


CABINETS ELEVATIONS

SCALE: 1/4"=1'-0"



OUTLET LOCATION DETAIL
NOT TO SCALE

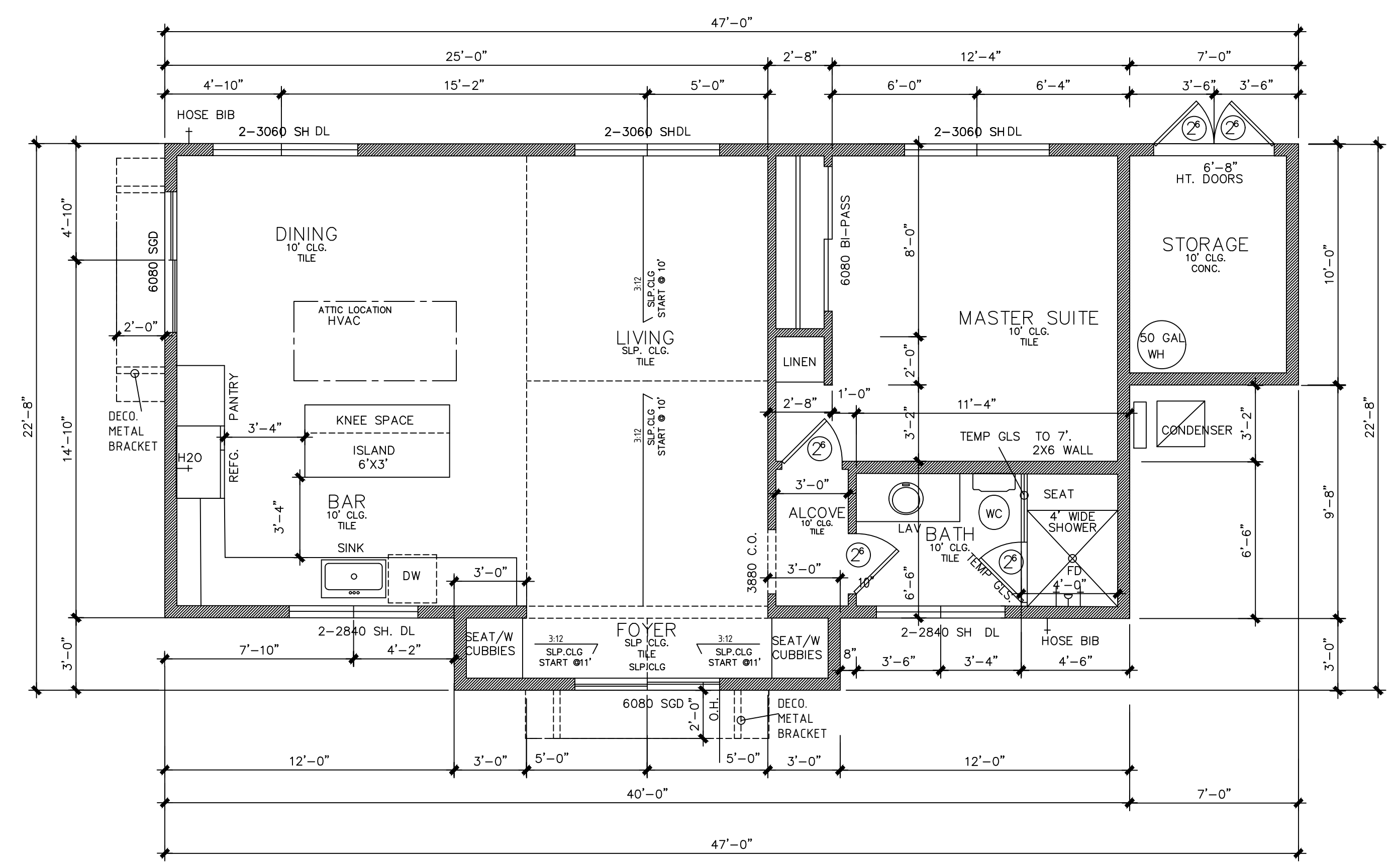


LIGHT FIXTURE LOCATION DETAIL
NOT TO SCALE

ELECTRICAL NOTES:

- 1.0 Provide smoke detectors per code.
- 2.0 Prewire for security system as spec.
- 3.0 Outlets within 6'-0" of sink or lavatory to be on G. F. I. circuit
- 4.0 Center light over pedestal lav, where shown.
- 5.0 Block for ceiling fans in all bedrooms, living, family and breakfast rooms.
- 6.0 Supply 220v and 110v or gas and 110v to HVAC unit(s) in attic (ref. specs.)
- 7.0 Provide light near HVAC unit(s) in attic
- 8.0 Any discrepancies in plans to be brought to the attention of the architect immediately.

- ⊙ SMOKE DETECTOR
- ⊖ SINGLE POLE SWITCH
- ⊖ 3 WAY SWITCH
- ⊖ 4 WAY SWITCH
- ⊖ DIMMER SWITCH
- ⊖ ELECTRICAL JUNCTION BOX
- ⊖ WALL OUTLET
- ⊖ 4 PLEX WALL OUTLET
- ⊖ FP FLOOR PLUG
- ⊖ WATER PROOF OUTLET
- ⊖ 220V OUTLET
- ⊖ SPEAKER
- ⊖ HALOGEN LIGHT
- ⊖ SURFACE MOUNT LIGHT
- ⊖ WALL MOUNT LIGHT
- ⊖ RECESSED LIGHT
- ⊖ RECESSED EYEBALL LIGHT
- ⊖ VENT WITH LIGHT
- ⊖ UNDER COUNTER LIGHT
- ⊖ FLUOR. BOX FIXTURE
- ⊖ FLUOR. STRIP
- ⊖ DOUBLE FLOOD LIGHTS
- ⊖ WALL MTD. PHONE OUTLET
- ⊖ WALL MTD. CABLE T.V. OUTLET
- ⊖ STEREO SPEAKER JACK (WIRE ONLY)
- ⊖ INTERCOM SYSTEM
- ⊖ COMPUTER DATA TERMINAL
- ⊖ DOOR BELL
- ⊖ DOOR CHIME



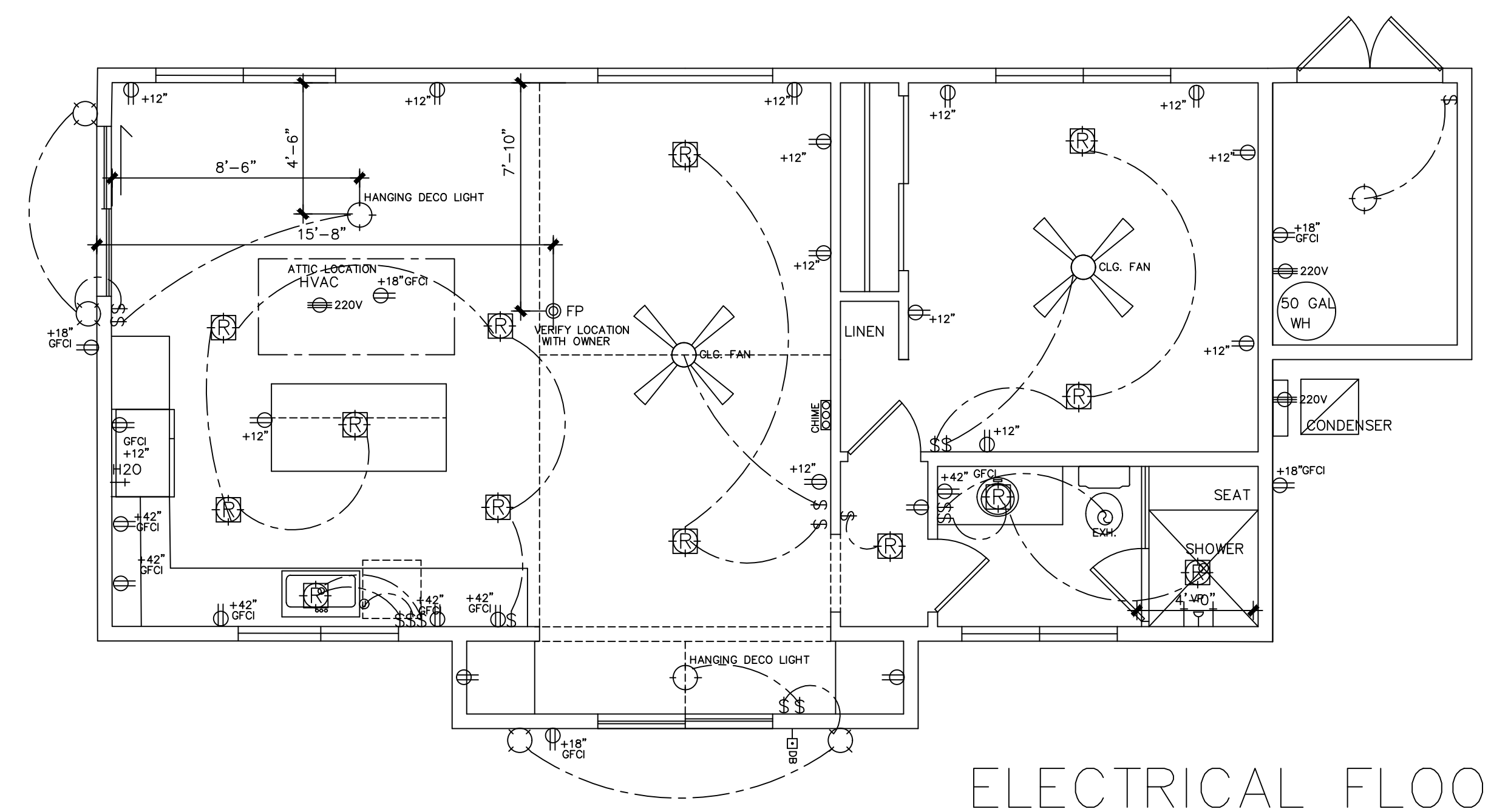
FLOOR PLAN

SCALE: 1/4"=1'-0"

AREAS

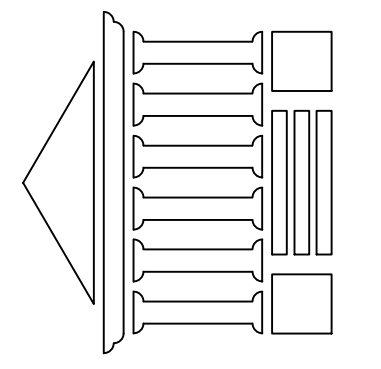
ITEM	SQUARE FT.
TOTAL HEATED	835
STORAGE	70
TOTAL FRAME	905

GENERAL NOTE:
ALL DOOR TO BE 8' HEIGHT U.N.O.
ALL WINDOWS TO BE 8' HEADER
ALL INTERIOR WALLS TO BE 2X4'S
ALL PLUMBING WALLS TO BE 2X6'S
ALL EXTERIOR WALLS TO BE 2X6'S



ELECTRICAL FLOOR PLAN

SCALE: 1/4"=1'-0"



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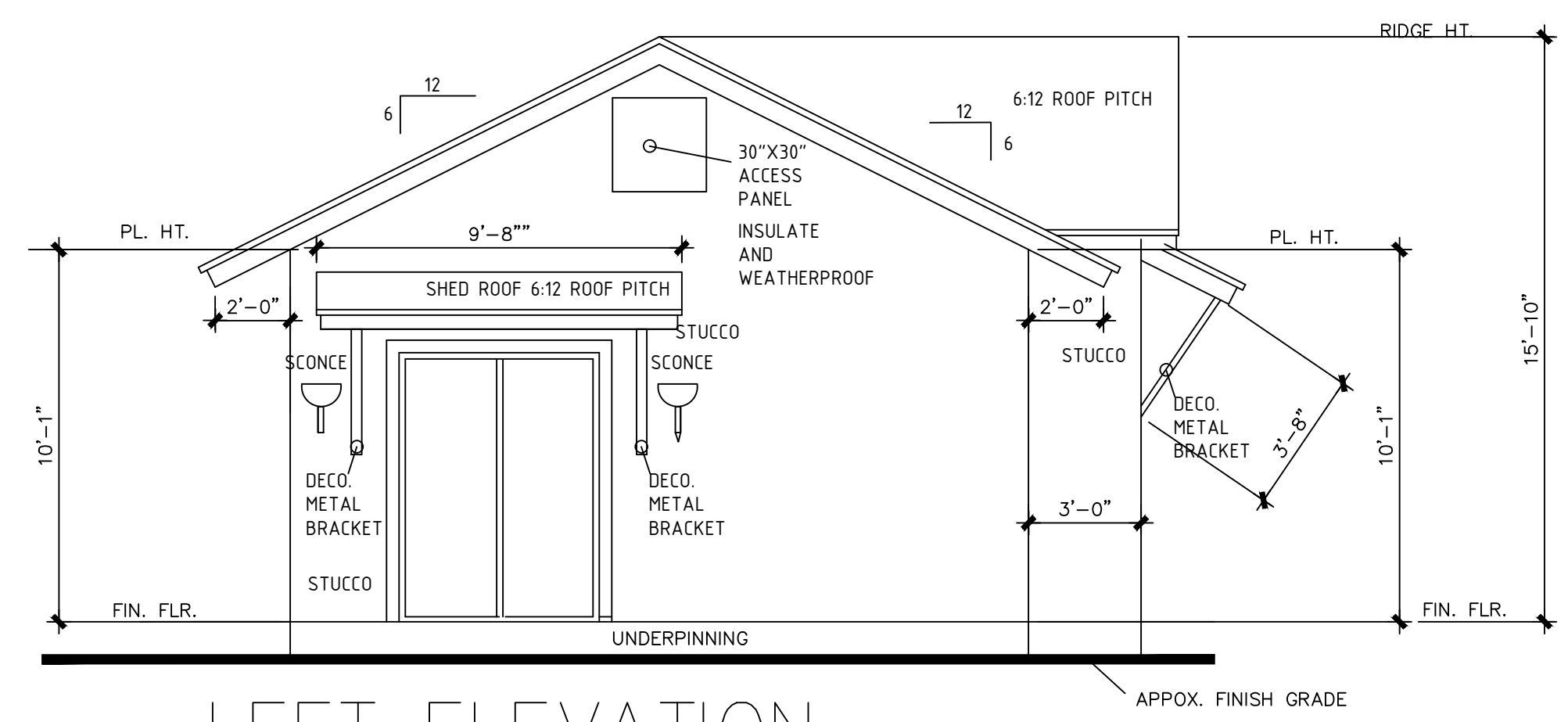
DRIPPING SPRINGS CONSTRUCTION, LLC
424 REATAWAY
DRIPPING SPRINGS, TEXAS



3/5/2024

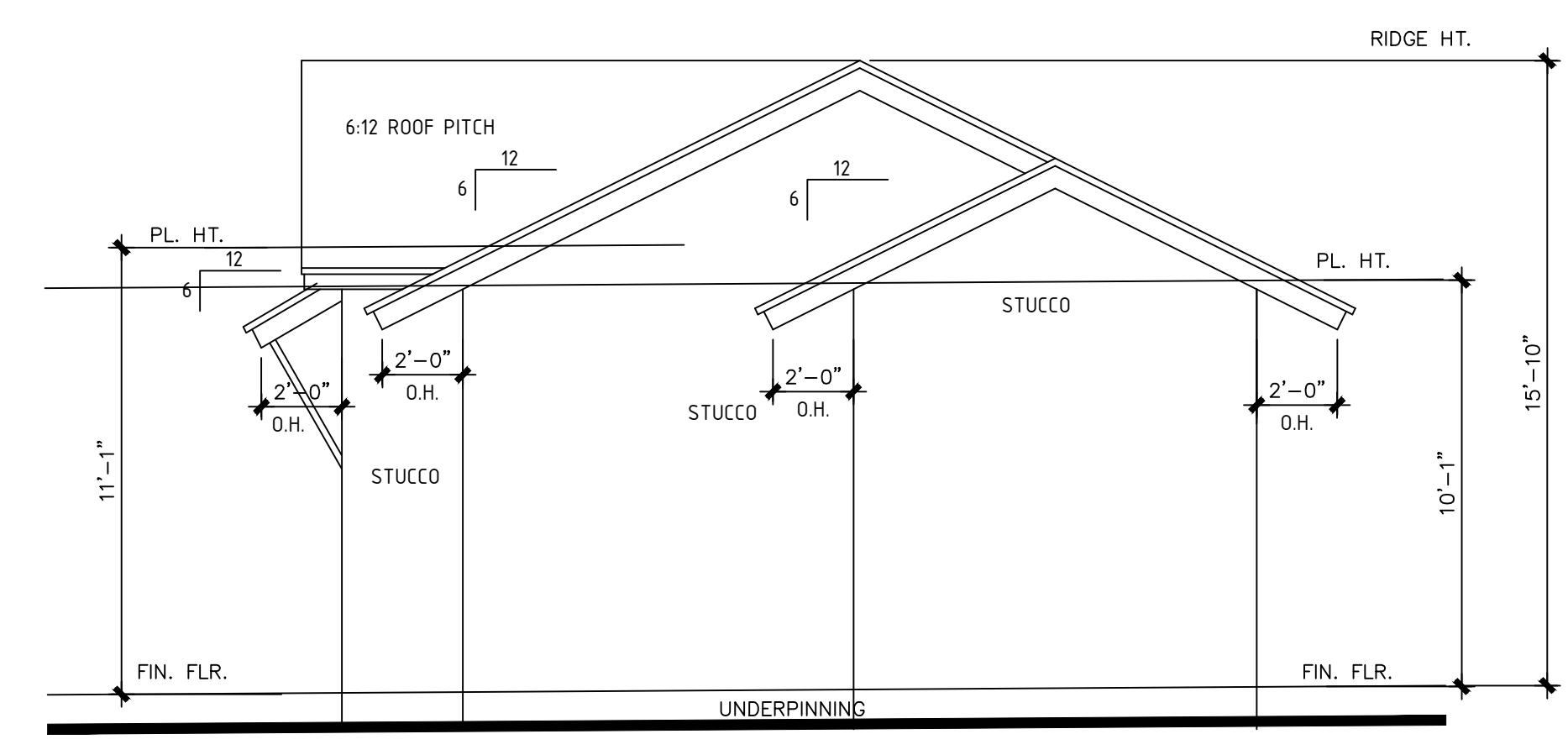
REVISION 4-4-2024
DATE 3-5-2024
DRAWN STAFF
JOB NO. 24002

Impact
A-1
SHEET
OF 3



LEFT ELEVATION

SCALE: 1/4"=1'-0"

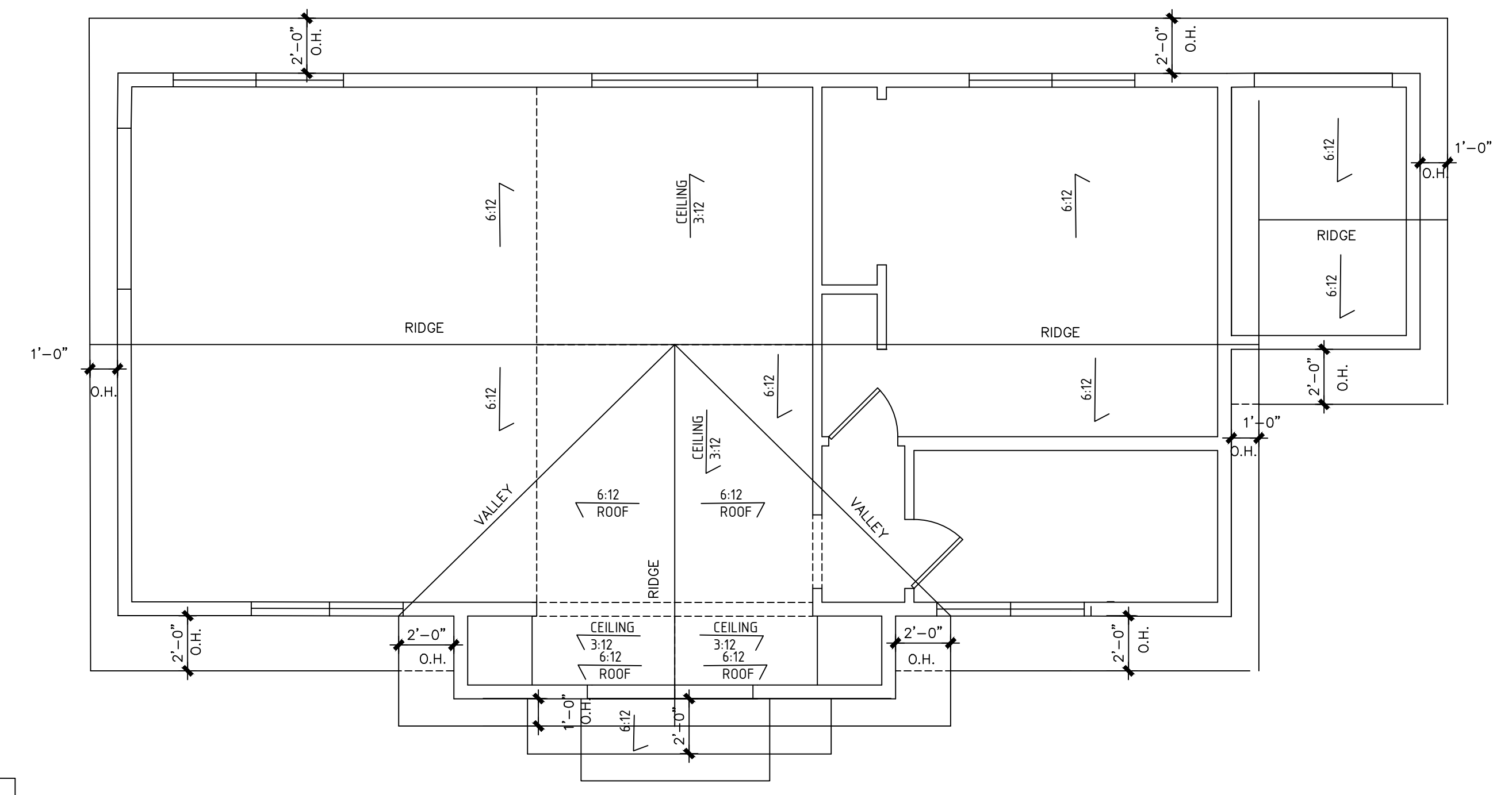


RIGHT ELEVATION

SCALE: 1/4"=1'-0"

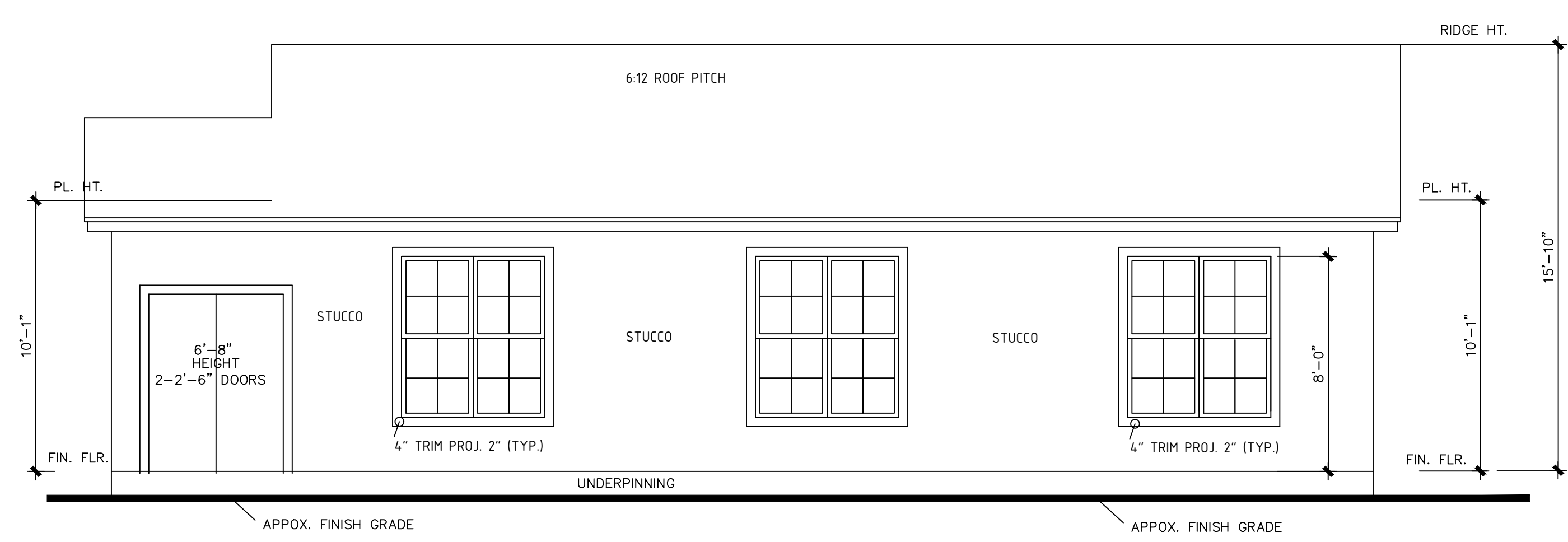
15'-10" FROM FINISH FLOOR

INSULATING NOTE:
 5" OF SPRAY FOAM INSULATION
 WALLS AND ROOF RAFTERS
 NO RIDGE VENTS OR SOFFIT VENTS
 SPRAY FOAM DOES NOT REQUIRE
 ATTIC VENTILATION



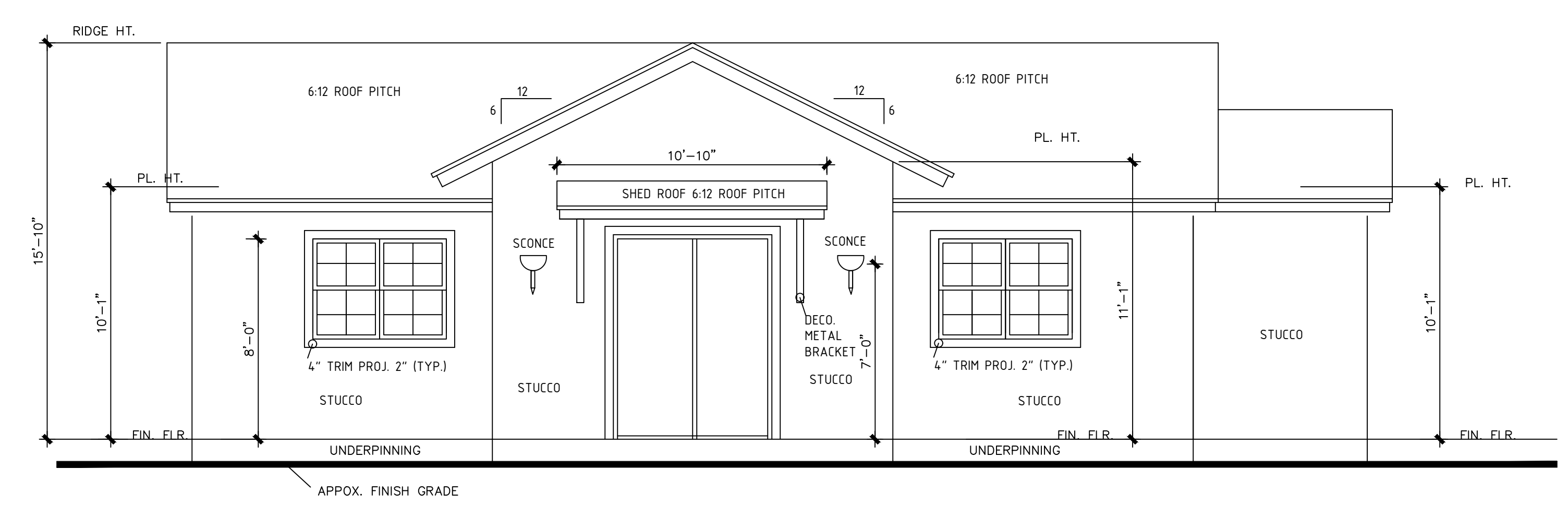
ROOF PLAN

SCALE: 1/4"=1'-0"



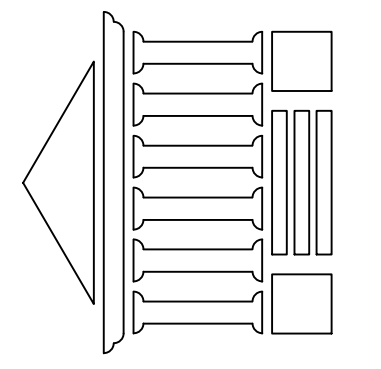
REAR ELEVATION

SCALE: 1/4"=1'-0"



FRONT ELEVATION

SCALE: 1/4"=1'-0"



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 Architecture Group, Inc.
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 AUSTIN, TEXAS 78736

DRIPPING SPRINGS CONSTRUCTION, LLC
 424 REATAWAY
 DRIPPING SPRINGS, TEXAS



REVISION 4-4-2024
 DATE 3-5-2024
 DRAWN STAFF
 JOB NO. 24002

Impact
 A-2
 SHEET
 OF 3







DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator

Date: May 21, 2024, 2024

RE: FY 2024 Proposed Budget Amendment #6

General Fund:

Expenditures:

- Engineering has decreased **\$757.50** (From \$70,000.00 to \$69,242.50)
 - This line item provides funding for the City’s engineering needs which are not related to any specific project (i.e., Road improvements, road maintenance, etc.). To date only \$1,881.25 has been spent from this line item. This proposed reduction will provide additional funding for the resurvey of Hays and Mercer Streets in the Historic District.

- Historic District Consulting has increased **\$3,250.00** (From \$19,750.00 to \$23,000)
 - This Historic Preservation Commission has requested resurveys for Mercer and Hays Streets in the Historic District. These updated surveys will be used in the update of the Historic Preservation Program Implementation Manual. This funding will be used as a retainer for the surveys to be completed in FY 2025. This requested increase is being offset by reducing funding in other line items and will not negatively impact the FY 2024 budget.

- Training and Continuing Education has decreased **\$2,492.50** (From \$84,158.93 to \$81,666.43)
 - Included in the FY 2024 Training and Continuing Education line item was \$3,000.00 for the Historic Preservations Commission’s training. The Commission only needed \$507.50 this year for training. The balance is being used to offset the additional Historic District Consulting expenditures outlined above.

Parks – General Fund Revenues:

- TXF from Parkland Dedication has increased **\$1,800.00** (From \$554,040.00 to \$555,840.00)
 - This line item is being increased to provide funding for the proposed Park System Signage change order being considered by Council at the May 21st meeting.

Parks – General Fund Expenditures:

- S&R Park Improvements has increased **\$1,800.00** (From \$66,560.00 to \$68,360.00)
 - This line item is being increased to provide funding for the proposed Park System Signage change order being considered by Council at the May 21st meeting.

Parkland Dedication Fund:**Expenditures:**

- Park Improvements has increased **\$1,800.00** (From \$554,040.00 to \$555,840.00)
 - This line item is being increased to provide funding for the proposed Park System Signage change order being considered by Council at the May 21st meeting.

Landscaping Fund:**Expenditures:**

- DSRP expenditures have been added in the amount of **\$5,425.00**
 - This funding is being added for assessment of and remedial pruning of damaged trees and shrubs along the DSRP's trails.

Dripping Springs Ranch Park Fund:**Revenues:**

- Transfer from Landscaping Fund revenues have been added in the amount of **\$5,425.00**
 - This funding is being added for assessment of and remedial pruning of damaged trees and shrubs along the DSRP's trails.

Expenditures:

- Grounds and General Maintenance has increased **\$5,425.00** (From \$21,690.00 to \$27,115.00)
 - This funding is being added for assessment of and remedial pruning of damaged trees and shrubs along the DSRP's trails.

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, Parkland Dedication, Landscaping and Dripping Spring Ranch Park 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:

Expenditures:

- Engineering has decreased **\$757.50** (From \$70,000.00 to \$69,242.50)
- Historic District Consulting has increased **\$3,250.00** (From \$19,750.00 to \$23,000)
- Training and Continuing Education has decreased **\$2,492.50** (From \$84,158.93 to \$81,666.43)

Parks – General Fund Revenues:

- TXF from Parkland Dedication has increased **\$1,800.00** (From \$554,040.00 to \$555,840.00)

Parks – General Fund Expenditures:

- S&R Park Improvements has increased **\$1,800.00** (From \$66,560.00 to \$68,360.00)

Parkland Dedication Fund:

Revenues:

- Park Improvements has increased **\$1,800.00** (From \$554,040.00 to \$555,840.00)

Parkland Dedication Fund:

Expenditures:

- DSRP expenditures have been added in the amount of **\$5,425.00**

Dripping Springs Ranch Park Fund:

Revenues:

- Transfer from Landscaping Fund revenues have been added in the amount of **\$5,425.00**

Expenditures:

- Grounds and General Maintenance has increased **\$5,425.00** (From \$21,690.00 to \$27,115.00)

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 21st day of May 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

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		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Item 9. Change
Maintenance Equipment	8,500.00	8,500.00		-
Equipment Maintenance	6,750.00	6,750.00		-
Maintenance Supplies	6,500.00	6,500.00		-
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	69,242.50	(757.50)
- 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		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
- Architectural and Landscape Consultants	5,000.00	5,000.00		-
- Historic District Consultant	13,500.00	19,750.00	23,000.00	3,250.00
- 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	81,666.43	(2,492.50)
Employee Engagement	20,000.00	20,000.00		-
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	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	554,040.00	555,840.00	1,800.00
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	668,540.00	670,340.00	1,800.00
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		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
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	66,560.00	68,360.00	1,800.00
Charro Ranch Park	600.00	600.00		
Total Improvements	1,173,100.00	1,185,660.00	1,187,460.00	1,800.00
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		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
Total Parks Expenditures	1,603,108.85	1,615,668.85	1,617,468.85	1,800.00
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		
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		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
- 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	668,540.00	670,340.00	1,800.00
Founders	171,319.01	171,319.01	-	-
Eclipse	110,209.00	110,209.00	-	-
Total	15,592,345.84	15,697,025.76		1,800.00
Expense				
City	13,128,993.66	13,087,343.81	13,087,343.81	-
Parks	1,603,108.85	1,615,668.85	1,617,468.85	1,800.00
Founders	160,025.00	160,025.00	-	-
Eclipse	110,209.00	110,209.00	-	-
Total Expense	15,002,336.50	14,973,246.65		1,800.00
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	-	-		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
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	554,040.00	555,840.00	1,800.00
TXF to AG Facility				
Master Naturalists				
Total Expenses	541,480.00	554,040.00		1,800.00
Balance Forward	22,925.81	10,365.81		(1,800.00)

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	-	-		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
DSRP		-	5,425.00	5,425.00
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		5,425.00
Balance Forward	594,527.64	578,327.64		(5,425.00)

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		-

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		-	5,425.00	5,425.00
TXF from PEG				
TXF from General Fund CLFRF				
Total Revenue	1,351,753.22	1,351,753.22	5,425.00	5,425.00

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
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		
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	27,115.00	5,425.00
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	27,115.00	5,425.00
Balance Forward	20,389.40	20,389.40		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
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	-

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		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
- 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		
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		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5
- 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 - 1917-001	75,000.00	75,000.00	
- Cannon/Cynosure/Double L Water CCN App. - 2007-001	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 - 60972-2	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	-	-	
- 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	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
- 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 Intercepto	-	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		
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		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
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		
- 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		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
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				
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		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
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		
Total Revenues	151,954.90	151,954.90		-
Expense				
TXF to Event Center				
Total Expense	-	-		-
Balance Forward	151,954.90	151,954.90		-

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #5**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	-

Expense			
Project Management/Misc. Costs	16,000.00	16,000.00	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #5	Change
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		-



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: May 15, 2024

Agenda Item Wording: Discuss and consider approval of Change Order #1 for Park System Signage Phase II and amendment of a contract with Southwest Monument & Sign.

Agenda Item Sponsor: Wade King

Summary/Background: Park System Signage Phase II is the installation of new wayfinding signage at Sports & Recreation Park. This project currently has a budget of \$66,560 and a Construction Contract with Southwest Monument & Sign for the production and installation of the proposed wayfinding signage.

During the review of the signage to be installed, the decision to replace a Pedestrian Direction sign (D) with a Large Vehicular Wayfinding sign with the park rules listed was recommended.

The cost of the Change Order equals \$1,800 to bring the total amount of the project to \$68,360.

Commission Recommendations: The Parks and Recreation Commission approved the recommendation at their May 15th meeting.

Recommended Council Actions: Approve the Park System Signage Phase II Change Order #1 in the amount of \$1,800.

Attachments: 2024-Southwest Monument & Sign Construction – Change Order #1 – Sign D
2024 Southwest Monument & Sign Construction Contract – Phase II
SRP Signage – CO#1

Next Steps/Schedule: Execute the Park System Signage Phase II Change Order #1 in the amount of \$1,800.

CONSTRUCTION CONTRACT
Change Order No. 1 (Sign D)

WHEREAS, the parties to this Construction Change Order Amendment No. 1 (this “Agreement”) are the **City of Dripping Springs, Texas** (“City”), and **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 (“Contractor”); and

WHEREAS, the City and Contractor entered into a Construction Contract dated March 19, 2024 for the construction of the second phase of Park System Signage at Founders Memorial Park Skate Park (the “Construction Contract”); and

WHEREAS, the City and the Contract wish to enter into a change order that reflects the difference in price to change Sign D from a Pedestrian Directional Sign to a Large Vehicular Wayfinding Sign as requested and approved by the City; and

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

1. Contractor agrees to construct, or cause to be constructed Sign D as a Large Vehicular Wayfinding Sign as listed in the change order attached as Attachment “A”.
2. City agrees to pay Contractor up to eighteen hundred dollars (\$1,800) to fund the constructed amenities once an invoice in the amount specified is provided by Contractor subject to payment terms as set out in the Construction Contract.
3. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns. Neither party shall have the right to assign this Agreement or any right or interest hereunder to any person or entity without the other party’s prior written consent.
4. This document is effective upon the date of execution by all parties (the “Effective Date”).

ACCEPTANCE of these terms and conditions is demonstrated by the parties having executed this document as provided below.

SEVERABILITY. If any term or restriction of this Agreement is held by a court to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, and restrictions in this agreement shall remain in full force and effect.

CITY:

DATE:

by:

Michelle Fischer, City Administrator

CONTRACTOR:

DATE:

by:

Sarah Honza, Business Manager

ATTACHMENT "A" CHANGE ORDER



CHANGE ORDER REQUEST

Southwest Monument & Sign
Job #2507
04/19/2024

OWNER:
City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

1302 West Blanco Road
San Antonio, TX 78232

Website: www.swmsigns.com
Phone/Fax: 817.331.1522
Email: info@swmsigns.com

QUANTITY	DESCRIPTION	UNIT COST	COST
1	Change Order #1 - Sign D Price difference to change Sign D from a Pedestrian Directional (\$4170) to a Large Vehicular Wayfinding Signs (\$5970)	\$1,800	\$1,800

THIS CHANGE ORDER IS ACCEPTED AND APPROVED BY:

Subtotal \$1,800

Total Tax \$0

TOTAL CO#1 \$1,800

City of Dripping Springs

Southwest Monument & Sign

Sign: _____

Sign: *S.Honza*

Print: _____

Print: Sarah Honza, Busi Mgr.

Date: _____

Date: 04-19-2024

Change Order to increase original contract:

Original Contract	\$66,560
Change Order #1	<u>\$1,800</u>
Revised Contract Amount	\$68,360

*There is no change to the length of contract completion date.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the 19th day of March, 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 March 19, 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.

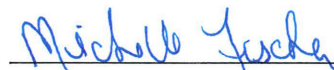
6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

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:

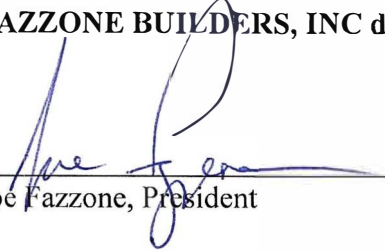

Michelle Fischer, City Administrator



ATTEST:


Andrea Cunningham, City Secretary

FAZZONE BUILDERS, INC d/b/a SOUTHWEST MONUMENT & SIGN:




Joe Fazzone, President

CORPORATE CERTIFICATIONS:

I, Joe Fazzone, certify that I am the President of the corporation named as Contractor herein; that **Joe Fazzone** who signed this Contract on behalf of the Contractor, was then **President** 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

Joe Fazzone

Printed Name

4/1/2024

Date

CITY OF DRIPPING SPRINGS

Park System Signage Phase 2: Sports & Recreation Park

Design Documentation

December 2023

CONTENTS

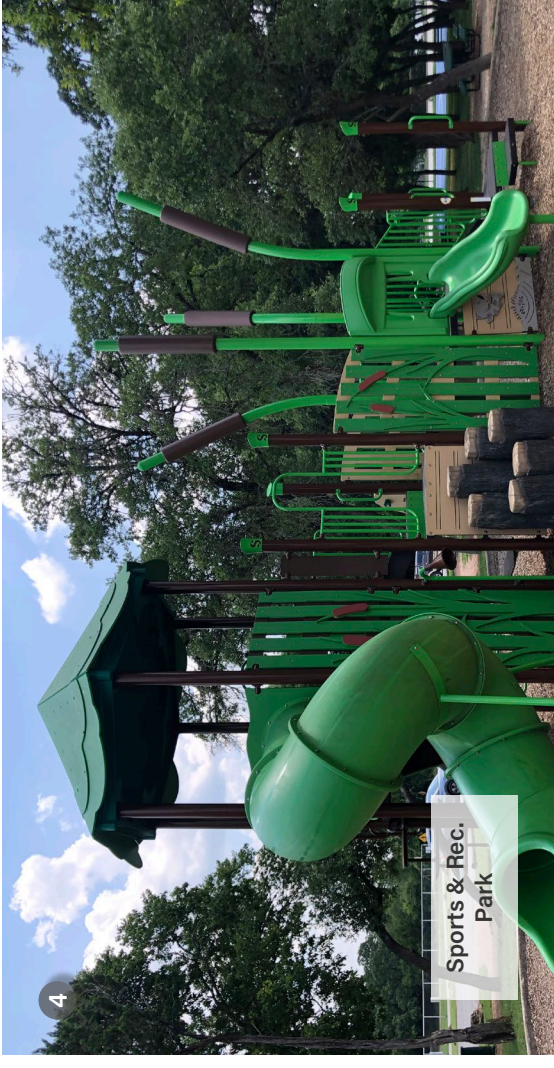
- Key Map
- Existing Signage Inventory
- Proposed Signage Locations
- Proposed Signage Concepts
- Existing Sign Inventory Photo Array



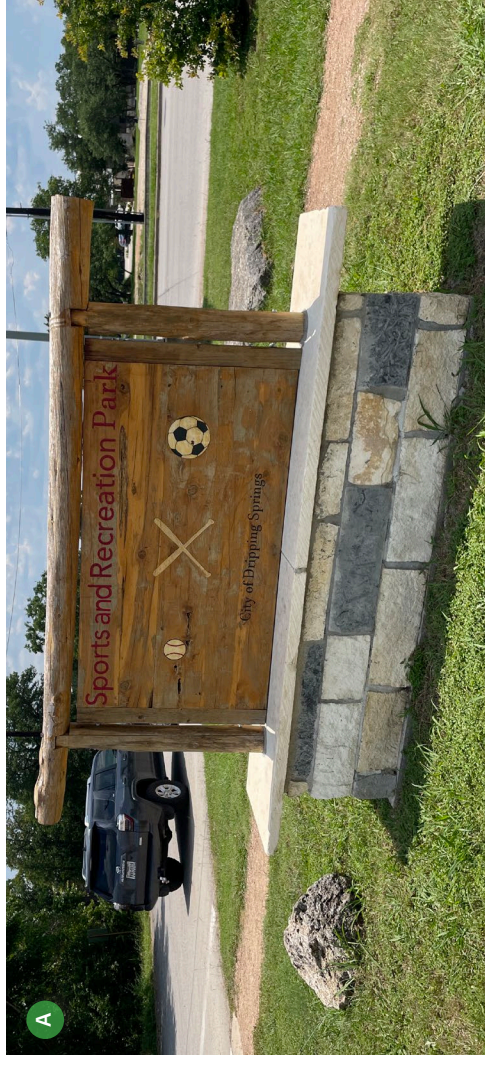
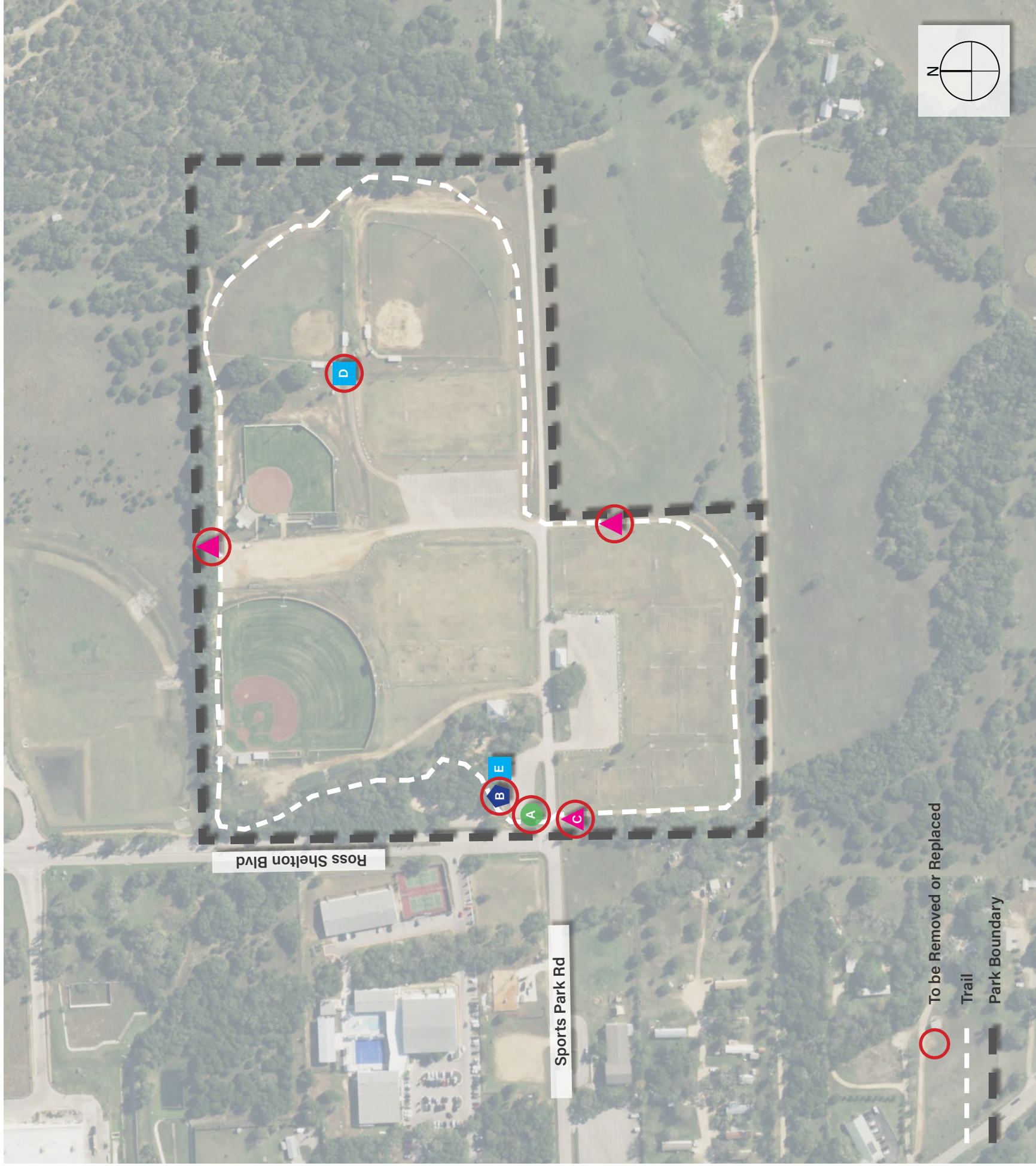
CLIENT
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620



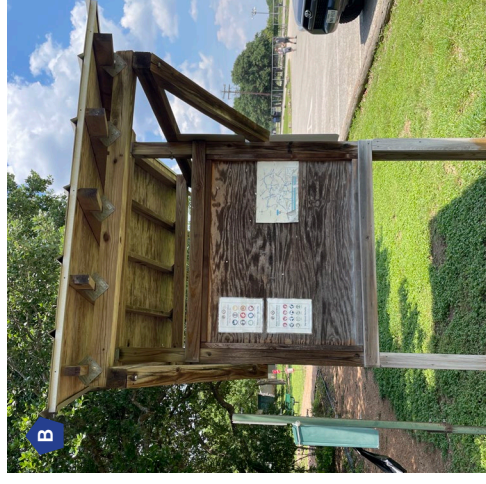
DESIGN TEAM
Studio16:19
305 W. Liberty Ave, Suite 100
Round Rock, TX 78664



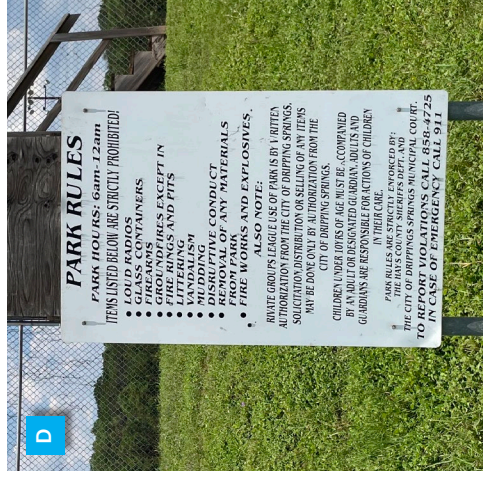
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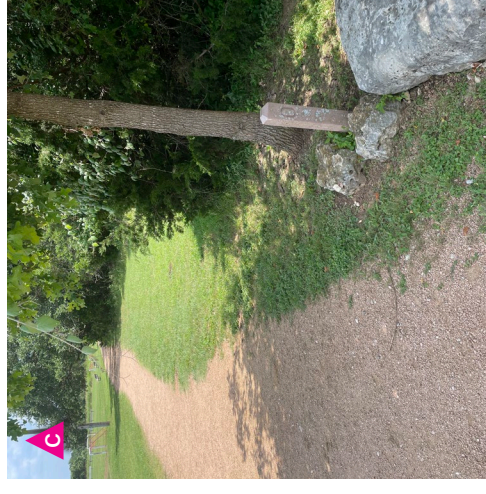
ENTRANCE MONUMENT SIGN (1)



INFO KIOSK (1)



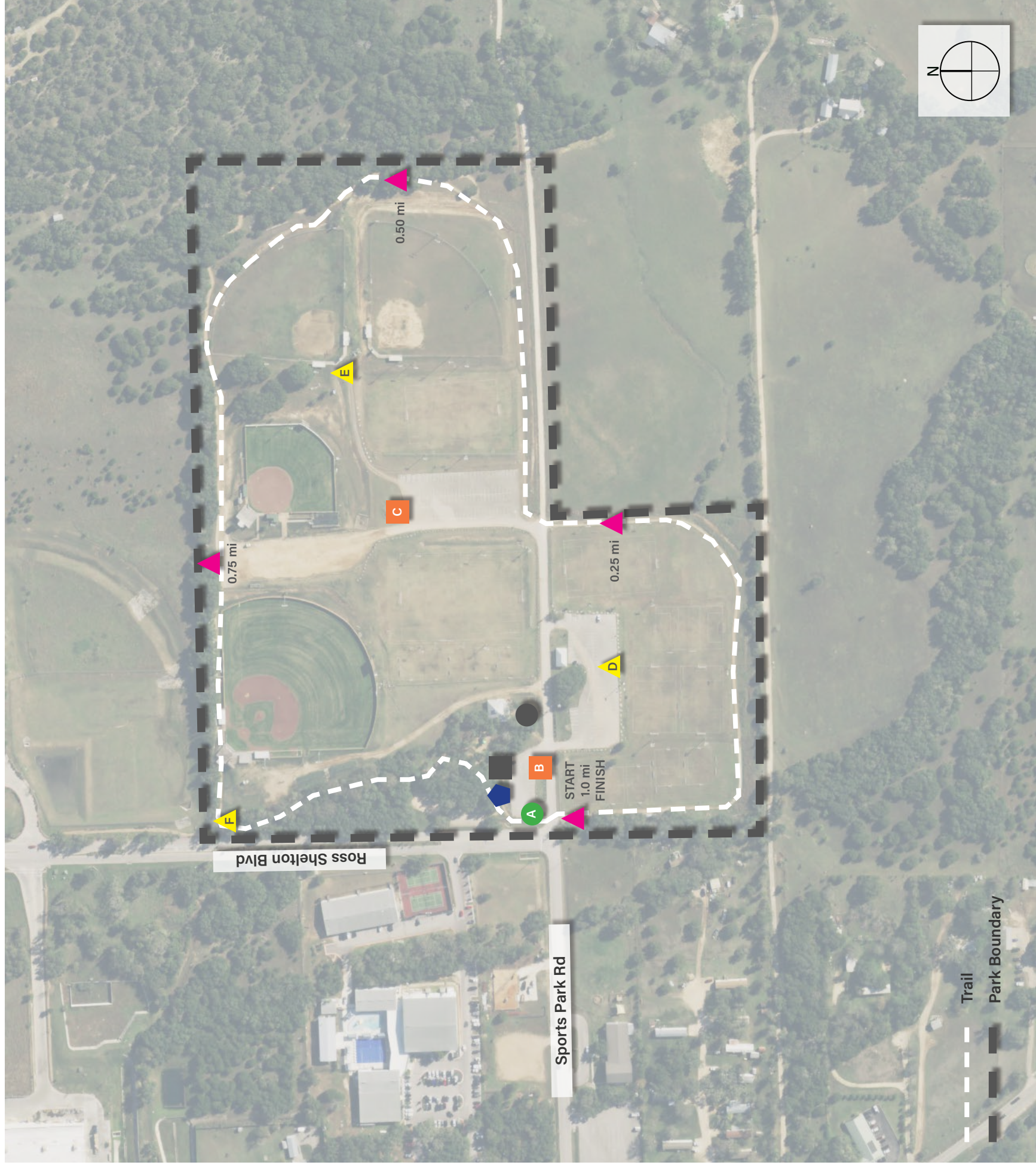
PARK RULES/INFO SIGN (2)



TRAIL MARKERS (3)



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Replacement Vehicular Identification Sign (1)

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)

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MATERIALS



1 VEHICULAR IDENTIFICATION SIGNAGE

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

IZONE PANEL COLORS



FONT:

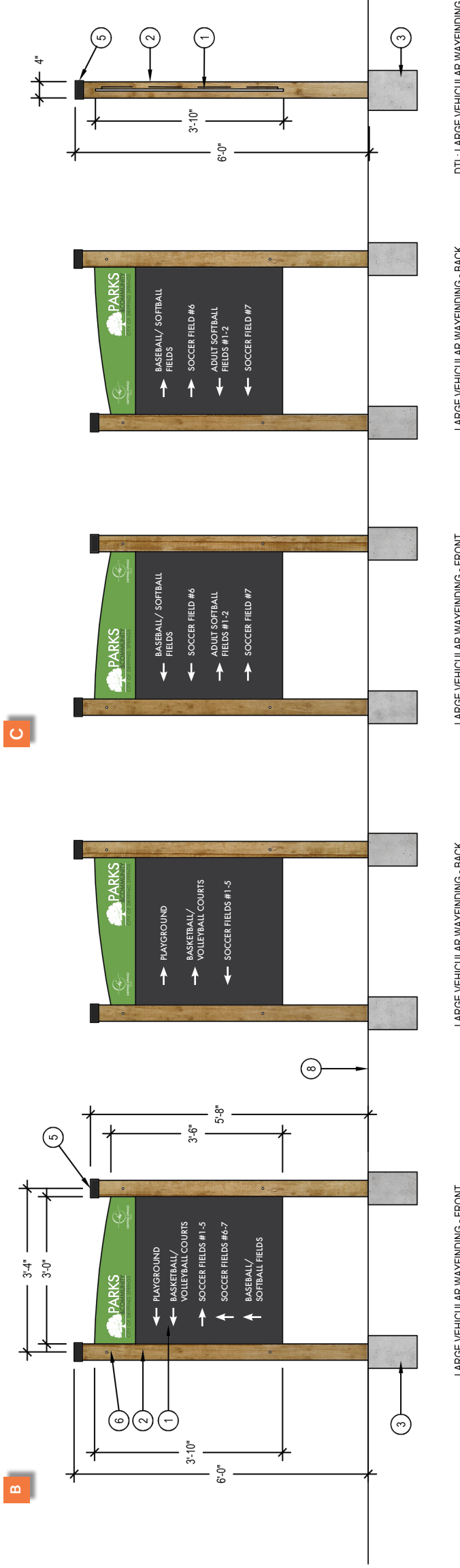
Futura PT: Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Sports & Recreation Park Signage



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.

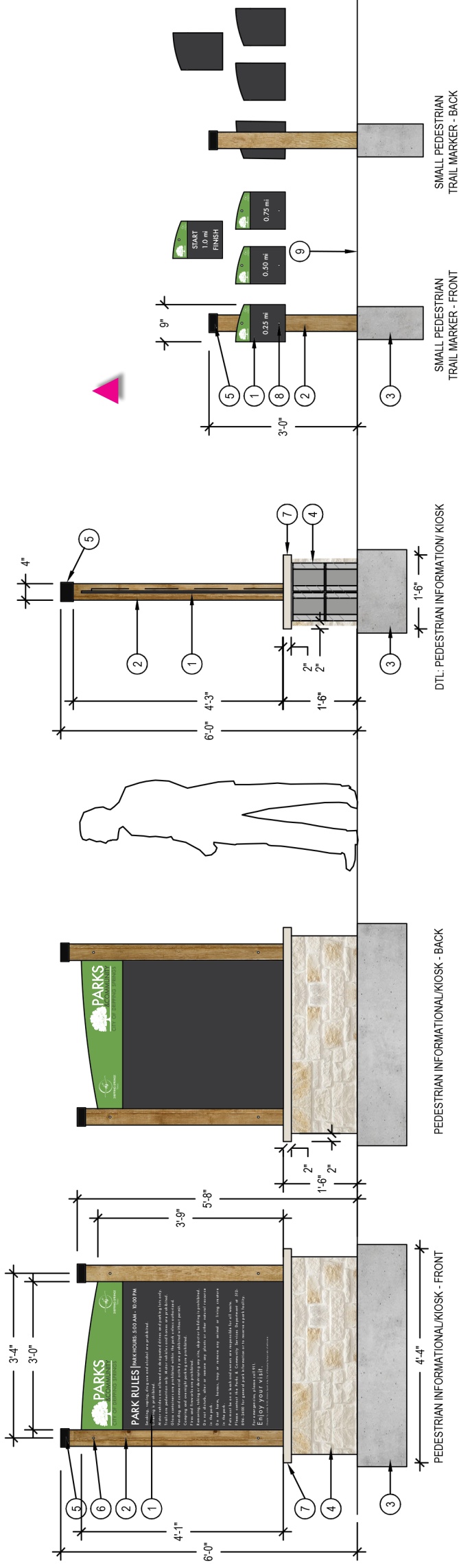
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MATERIALS



- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL PER MANUFACTURER'S SPECIFICATIONS
- ② 5X5" 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.



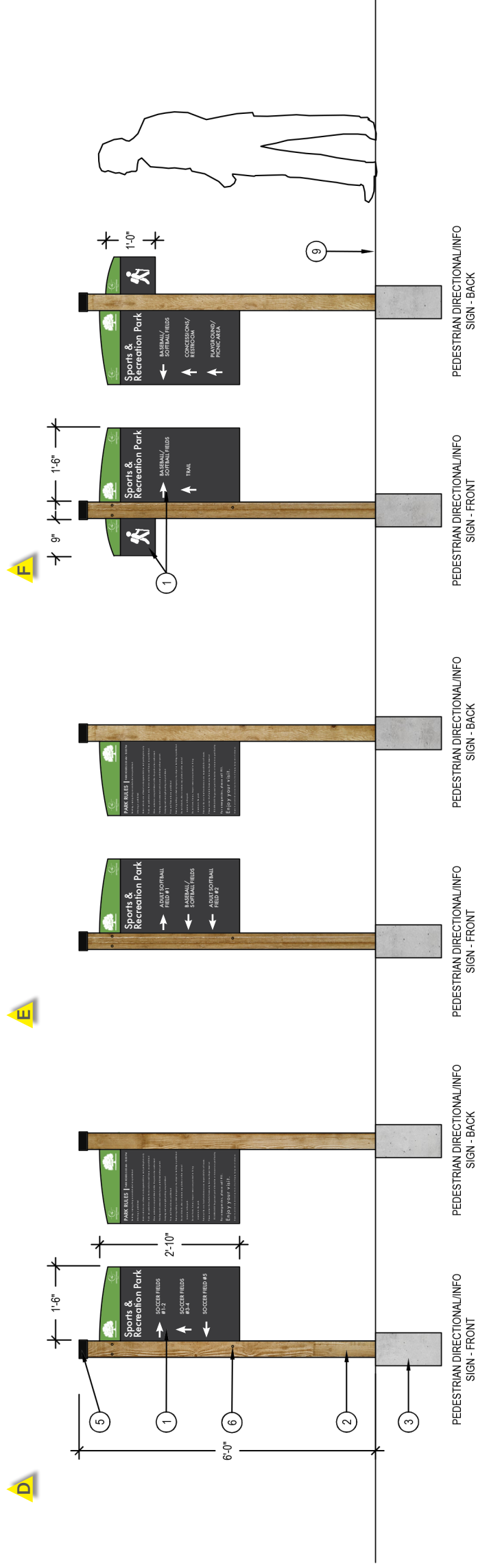
1 PEDESTRIAN IDENTIFICATION SIGNAGE

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

IZONE PANEL COLORS



- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL PER MANUFACTURER'S SPECIFICATIONS
- ② 5X5" 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:

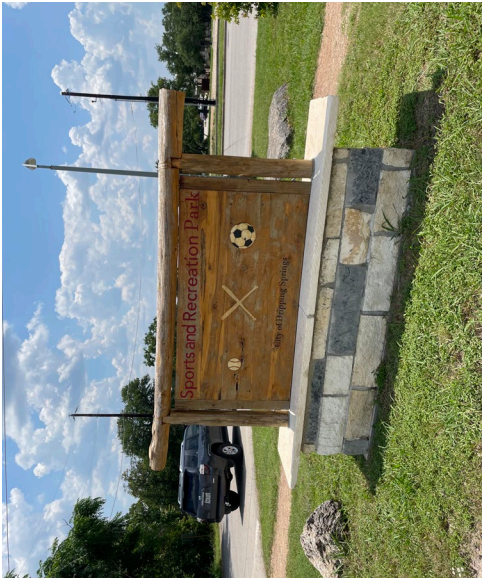
Futura PT: Medium

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.

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SPORTS & REC. PARK
ENTRANCE MONUMENT SIGN



SPORTS & REC. PARK
INFO KIOSK



SPORTS & REC. PARK
INFO SIGN



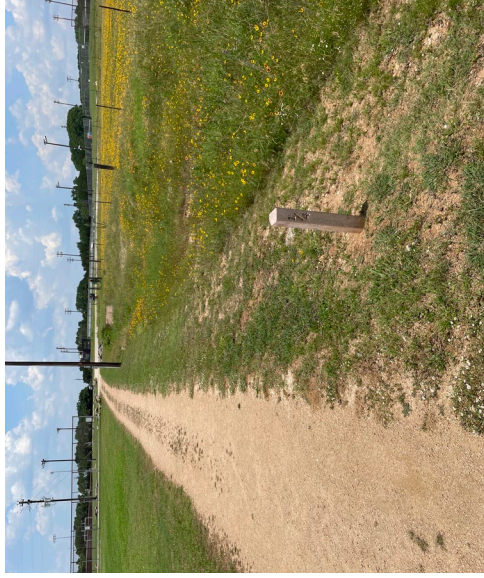
SPORTS & REC. PARK
INFO MONUMENT (TO REMAIN)



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**



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04 43 13.16 ADHERED STONE MASONRY
VENEER

SPECIALTIES

07 19 00 WATER REPELLENTS

10 14 19 DIMENSIONAL LETTER SIGNAGE

Project Manual Seals

for

PARK SYSTEM SIGNAGE PHASE 2

Dripping Springs, TX

PROJECT OWNER CONTACTS

For Information Regarding Proposals:

Andrew Binz
Parks & Community Services Director
City of Dripping Springs
1042 Event Center Drive,
Dripping Springs, TX 78620

p :: 512.894.2400
abinz@cityofdrippingsprings.com

DESIGN TEAM CONTACTS

Project PM / Landscape Architect

Jonathan Wagner, ASLA, LI
studio 16:19, llc
305 West Liberty Avenue, Suite 100
Round Rock, TX 78664

p :: 512.534.8680
jwagner@studio1619.com



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, timesteps, 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

PERFORMANCE BOND

Bond No. 107685280

(As required by Chapter 2253, Texas Government Code)

THE STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: That we

(1) Fazzone Builders, Inc. dba Southwest Monument & Sign, a

(2) Corporation of hereafter called Principal and

(3) Travelers Casualty and Surety Company of America

of Hartford, State of Connecticut, hereinafter called the Surety, are held and firmly

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

Sixty Six Thousand Five Hundred Sixty & 00/100**** (\$66,560.00) Dollars

in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the 25th day of March 2024, a copy of which is hereto attached and made a part hereof for the construction of :

PARK SYSTEM SIGNAGE PHASE 2

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

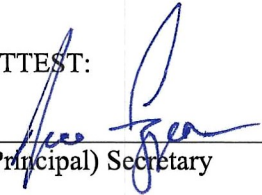
These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

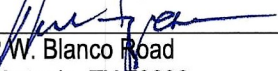
PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the 25th day of March, 2024.

ATTEST:


(Principal) Secretary

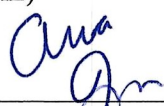
Fazzone Builders, Inc dba
Southwest Monument & Sign
PRINCIPAL

By: 

1302 W. Blanco Road
San Antonio, TX 78232
Address (State & Zip Code)

(210) 408-9095


Telephone Number

(SEAL)


Witness as to Principal
1302 W Blanco Rd
San Antonio, Tx 78232
Address (State and Zip Code)




ATTEST:

(SEAL)


Witness as to Surety
Ricky Pleasant, Jr., Witness

Travelers Casualty and Surety Company of America
SURETY

By: 

Courtney J. Goulding, Attorney-in-Fact
9601 McAllister Freeway #700, San Antonio, TX 78216
Address (State and Zip Code)

512-451-7555

Telephone No. (Area Code)

PAYMENT BOND

Bond No. 107685280

(As required by Chapter 2253, Texas Government Code)

THE STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: That we

- (1) Fazzone Builders, Inc. dba Southwest Monument & Sign, a
- (2) Corporation of hereinafter called Principal and
- (3) Travelers Casualty and Surety Company of America

of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of

_____ (\$ _____) Dollars in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs The Owner, dated the 25th day of March, 2024, a copy of which is hereto attached and made a part hereof for the construction of

PARK SYSTEM SIGNAGE PHASE 2

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

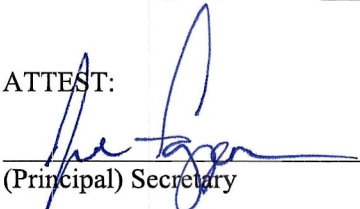
This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.


IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 25th day of March 2024.

ATTEST:



(Principal) Secretary


Fazzone Builders, Inc. dba
Southwest Monument & Sign
PRINCIPAL

By: 
1302 W Blanco Rd
San Antonio, TX 78232
Address (State & Zip Code)

(210) 408-9095

Telephone Number


(SEAL)



Witness as to Principal
1302 W Blanco Rd
San Antonio, TX 78232
Address (State and Zip Code)

ATTEST:

Travelers Casualty and Surety Company of America
SURETY

By: 
Courtney J. Goulding, Attorney-in-Fact
9601 McAllister Freeway #700, San Antonio, TX 78216
Address (State and Zip Code)

512-451-7555

Telephone No. (Area Code)

(SEAL)



Witness as to Surety Ricky Pleasant, Jr.

7600-C N. Capital of TX Hwy #200, Austin, TX 78731
Address (State and Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE – PAYMENT BOND FORM
M-24, 25, Attach. Sa

_____ (SEAL)

Individual Principal

Address (State and Zip Code)

Business – Address

Telephone Number (Area Code)

Telephone Number (Area Code)

ATTEST:

Corporate Principal

(State and Zip Code)

Business Address Name

Telephone Number (Area Code)

Address (State and Zip Code)

(Affix Corporate Seal)

ATTEST:

By: _____

Address (State and Zip Code)

Corporate

Surety

Business Address

(Affix Corporate Seal)

Telephone

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Title

Date:

(Affix Corporate Seal)

Telephone No.:

The rate of premium on this Bond is _____ per thousand.

Total of premium charge \$ _____.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Courtney J Goulding** of **AUSTIN, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

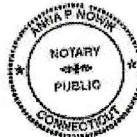
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

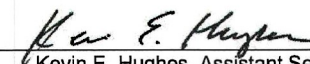
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **March**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
8/15/ Item 10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Insurepointe of Texas, Inc. 2909 Hillcroft Ste #200 Houston, TX 77057-5848 713 964-0022	CONTACT NAME: Carolyn Ruffeno Ext 134 PHONE (A/C, No, Ext): 713 964-0022 E-MAIL ADDRESS: cruffeno@insurepointe.com	FAX (A/C, No): 713 964 0044													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Insurance Company	35289	INSURER C : Texas Mutual Insurance Company	22945	INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED Fazzone Builders, Inc. DBA Southwest Monument & Sign 2008 Windy Terrace Cedar Park, TX 78613															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6078793176	07/26/2023	07/26/2024	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$15,000
	<input checked="" type="checkbox"/> PD Ded:250						PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
							Pollution \$1,000,000
B	AUTOMOBILE LIABILITY			607879319	07/26/2023	07/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		607879321	07/26/2023	07/26/2024	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$10000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001120588	07/26/2023	07/26/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
A	RENT/LEASE EQUIP			6078793176	07/26/2023	07/26/2024	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability and Automobile policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when required by written contract between the named insured and the certificate holder that requires such status. The General Liability Blanket Additional Insured Endorsement applies to both Ongoing and Completed Operations when required by written contract between the named insured and Certificate Holder that requires such status. The General Liability, Workers (See Attached Descriptions)

CERTIFICATE HOLDER City of Dripping Springs P.O. Box 384 Dripping Springs, TX 78620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Item 10.

Compensation and Automobile policies include a blanket automatic waiver of subrogation endorsement that provides this feature when required by written contract between the named insured and the certificate holder that requires it. General Liability and Automobile policies include a specific notice of cancellation endorsement to the certificate holder providing for 30 days advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days notice after the policy is canceled for nonpayment of premium. The Workers Compensation Policy has a Blanket 30 Day Notice of Cancellation Endorsement. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. These endorsements do not provide for notice of cancellation if the named insured requests cancellation. General Liability Policy contains Primary Wording. Umbrella Policy follows Form to Underlying Policies. Executive Officer, Joe Fazzone, Excluded from Workers Compensation Coverage.

*Named Insured: Fazzone Builders Inc DBA Southwest Monument & Sign

PROJECT:

City of Dripping Springs - Park System Signage Phase 2
City of Dripping Springs - Park System Signage Phase 2

BIDDER:

Southwest Monument and Sign

TOTAL BID:

\$66,560.00

COMPLETION TIME:

Not Required

BIDDER INFO:

2008 Windy Terrace
Cedar Park, TX 78613
P: 8443311522
F:

Item 10.

BID TOTALS

BASE BID	Total
Park System Signage Phase 2 - Sports & Recreation Park	\$66,560.00
Total	\$66,560.00

Park System Signage Phase 2 - Sports & Recreation Park					
No.	Description	Unit	Qty	Unit Price	Ext Price
1..01	Vehicular Primary Identification - Turn-Key with all engineering and permitting related costs	EA	1	\$13,490.00	\$13,490.00
1.02	Large Vehicular Wayfinding Signage - Turn-Key with all engineering and permitting related costs	EA	2	\$5,970.00	\$11,940.00
1.03	Pedestrian Information/Kiosk - Turn-Key with all engineering and permitting related costs	EA	1	\$10,650.00	\$10,650.00
1.04	Pedestrian Directional Signage - Turn-Key with all related costs. No engineering and permitting required.	EA	2	\$4,170.00	\$8,340.00
1.05	Small Pedestrian Trail Marker - Turn-Key with all related costs. No engineering and permitting required.	EA	4	\$2,240.00	\$8,960.00
1.06	Disassembly, Relocation & Reconstruction of Existing Entry Monument Sign - Turn-Key with all related costs.	LS	1	\$9,980.00	\$9,980.00
1.07	Removal of Existing Signage - Turn-Key with all related costs.	LS	1	\$3,200.00	\$3,200.00
Subtotal:					\$66,560.00

Item 10.

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Park System Signage Phase 2_Front End Docs	2/8/2024 9:27:45 AM
Bid Docs	Park System Signage Phase 2_Bid Form	2/8/2024 9:27:45 AM
Bid Docs	Park System Signage Phase 2_Tech Specs	2/8/2024 9:27:45 AM
Plans	Park System Signage Phase 2_Bid Package	2/8/2024 9:27:45 AM
Other	Park System Signage Phase 2_Pre-Bid Conference Meeting Minutes	2/19/2024 10:17:45 AM

Project: **PARK SYSTEM SIGNAGE PHASE 2**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: Fazzone Builders, Inc. dba/ Southwest Monument & Sign
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **ninety (90) calendar days, after permitting is completed**. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on March 1, 2024.

By: [Signature]
(Authorized Signature)

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

Joe Fazzone, 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

[Signature]

(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.

BID FORM

PROJECT NAME: **City of Dripping Springs - Park System Signage Phase 2**
 PROJECT LOCATION: **Dripping Springs, TX**
 OWNER: **City of Dripping Springs - Parks and Community**
 DATE: **February 2024**



BASE BID: BID FORM #1 - SPORTS & RECREATION PARK

Bid Item	Approx Quantity	Unit	Item Description and Written Unit Price	Written Unit Price	Unit Price	Amount
1.01	1	EA	<u>Vehicular Primary Identification-</u> Turn-key with all engineering and permitting related costs	Thirteen Thousand, Four Hundred and Ninety Dollars and No Cents	13,490	\$ 13,490 -
1.02	2	EA	<u>Large Vehicular Wayfinding Signage -</u> Turn-key with all engineering and permitting related costs	Five Thousand Nine Hundred and Seventy Dollars and No Cents	5,970	\$ 11,940 -
1.03	1	EA	<u>Pedestrian Information/Kiosk -</u> Turn-key with all engineering and permitting related costs	Ten Thousand Six Hundred and Fifty Dollars and No Cents	10,650	\$ 10,650 -
1.04	2	EA	<u>Pedestrian Directional Signage -</u> Turn-key with all related costs. No engineering and permitting required.	Four Thousand One Hundred and Seventy Dollars and No Cents	4,170	\$ 8,340 -
1.05	4	EA	<u>Small Pedestrian Trail Marker -</u> Turn-key with all related costs. No engineering and permitting required.	Two Thousand Two Hundred and Forty Dollars and No Cents	2,240	\$ 8,960 -
1.06	1	LS	<u>Disassembly, Relocation & Reconstruction of Existing Entry Monument Sign -</u> Turn-key with all related costs.	Nine Thousand Nine Hundred and Eighty Dollars and No Cents	9,980	\$ 9,980 -
1.07	1	LS	<u>Removal of Existing Signage -</u> Turn-key with all related costs.	Three Thousand Two Hundred Dollars and No Cents	3,200	\$ 3,200 -
SUBTOTAL BID FORM #1 (Items 1.01 thru 1.07):						\$ 66,560 -
NOTES: 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. <div style="text-align: right;"> INITIAL </div>				STATEMENT OF SEPARATE CHARGES		
				Materials:		\$ 26,110 -
				All Other Charges:		\$ 40,450 -
				TOTAL BASE BID:		\$ 66,560 -

BID FORM

PROJECT NAME: **City of Dripping Springs - Park System Signage Phase 2**
 PROJECT LOCATION: **Dripping Springs, TX**
 OWNER: **City of Dripping Springs - Parks and Community**
 DATE: **February 2024**



If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within the number of days set forth within the project schedule.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

Respectfully Submitted,

S.Honza
 Signature
Sarah Honza
 Print Name
Busi Mgr.
 Title
Southwest Monument & Sign
 Name of Firm
02/29/2024
 Date

2008 Windy Terrace, Cedar Park, TX 78613
 Address
844/512-331-1522 Ex. 700
 Telephone
Joe Fazzino J.Fazzino
 Secretary, if Bidder is a Corporation

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned Fazzone Builders, Inc. dba Southwest Monument & Sign as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of Five Percent of Amount Bid**** (5%); for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 1st day of March, **2024**.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Park System Signage Phase 2.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Fazzone Builders, Inc. dba Southwest Monument & Sign
Principal (Seal)

By: [Signature]
Signature

Joe Fazzone
Print Name

Travelers Casualty and Surety Company of America
Surety (Seal)

By: [Signature]
Signature

Courtney J. Goulding, Attorney-in-Fact
Print Name



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Courtney J Goulding** of **AUSTIN**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

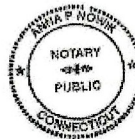
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

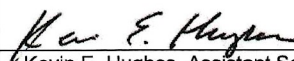
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of March, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

**NON-COLLUSION AFFIDAVIT
PRIME BIDDER**

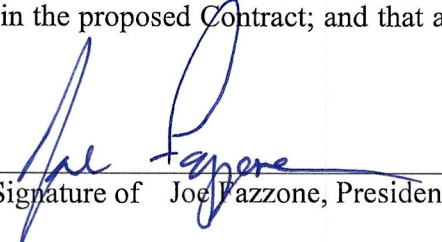
STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is President of Southwest Monument & Sign
(a Partner of Officer of the firm of, etc.)


the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.


Signature of Joe Fazzino, President

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

Subscribed and sworn before me this 29 day of February, 2024.




Notary Public

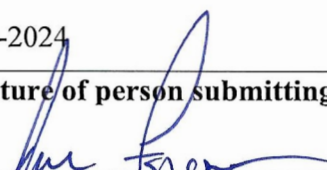
My Commission expires:

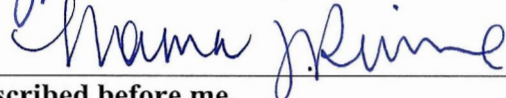
04/23/2025

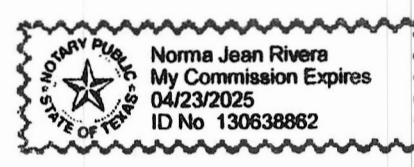
CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form: Joe Fazzone, President
Name of Company: Fazzone Builders, Inc. dba/ Southwest Monument & Sign
Date: 2-29-2024
Signature of person submitting form: 

NOTARIZED: 

Sworn and subscribed before me, by <u>physical appearance / Joe Fazzone</u> on <u>February 29, 2024</u> (date)	
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<https://www.ethics.state.tx.us/filinginfo/1295/>

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: North Austin MUD No. 1
Project Owner: Crossroads Utility Services, LLC
Owner Contact Person & Phone No.: Andrew Hunt - C: 737-701-6569
Value of Contract: \$327,830
Date Completed: 08/30/2023
Bidder's Project Manager: Dwight Toth/Windy Smith
Bidder's Project Superintendent: Dwight Toth

2. Name of Project: La Verde Park
Project Owner: City of Kyle, TX
Owner Contact Person & Phone No.: Yvonne Gil-Vallejo - P: 737-213-2328
Value of Contract: \$32,962
Date Completed: 11/27/2023
Bidder's Project Manager: Dwight Toth/Windy Smith
Bidder's Project Superintendent: Dwight Toth

3. Name of Project: Rotary Park Signage
Project Owner: City of Ennis, Texas
Owner Contact Person & Phone No.: Paul Liska, Parks & Rec Director - C: 972-935-5612
Value of Contract: \$40,560
Date Completed: May 2021
Bidder's Project Manager: Dwight Toth/Windy Smith
Bidder's Project Superintendent: Dwight Toth

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: Dwight Toth / Windy Smith
2. Name of Proposed Project Superintendent: Justin Toth

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control Self

Other Subcontractors Exceeding 10% of total contract amount:

2. 1-Zone (Supplier)
3. _____
4. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location
T74 Bobcat - 2020	1	Used	3	Cedar Park, TX
E35 Bobcat-Mini Excavator- 2008	1	Used	15	Cedar Park, TX
Imer Workman II - Mortar Mixer 9CF-2014	1	Used	9	Cedar Park, TX

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Fazzone Builders, ,Inc. dba/ Southwest Monument & Sign

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Joseph Fazzone, President

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

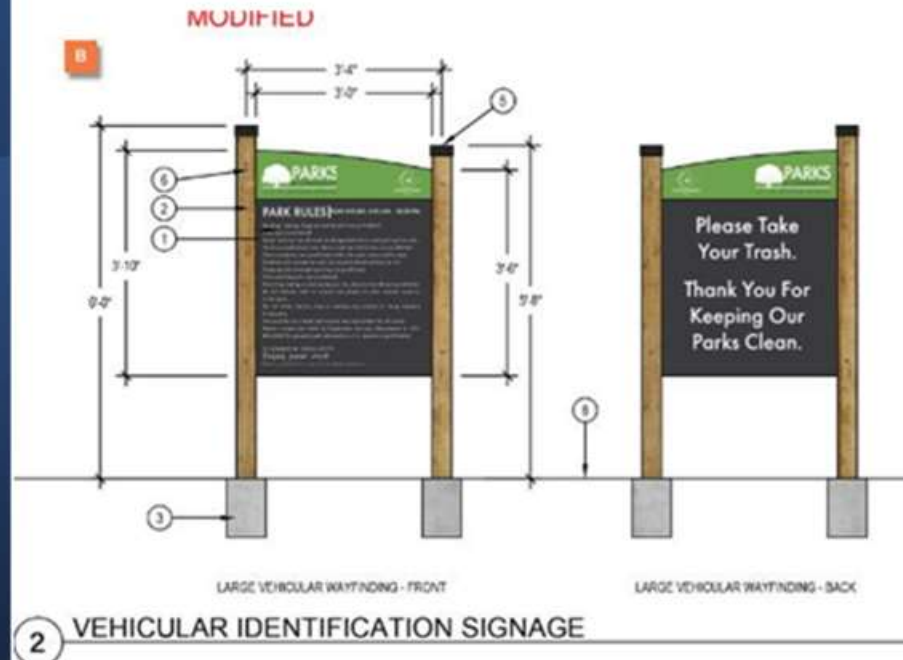
7  Joe Fazzone, President

Signature of vendor doing business with the governmental entity

1/18/2024

Date

Sports & Recreation Park Signage





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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: May 21, 2024

Agenda Item Wording: **Discuss and consider approval of Task Order #2 to the Professional Services Agreement between the City of Dripping Springs and F.A. Bartlett Tree Experts for Tree Care Services (BAR04242024) for tree and shrub remedial pruning at Dripping Springs Ranch Park.**

Agenda Item Requestor: Emily Nelson, DSRP Manager

Summary/Background: F.A. Bartlett Tree Experts conducted an assessment of damaged trees in Dripping Springs Ranch Park related to trail damage and unauthorized trail construction. The company submitted a proposal for remedial pruning of the trees and shrubs for \$3,925. DSRP Manager Emily Nelson requests that the Fiscal Year 2023-2024 Budget be amended to transfer \$3,925 from the Landscape Fund to the DSRP Budget to pay for the tree and shrub pruning.

Commission Recommendations: N/A

Recommended Council Actions: Approve Task Order #2

Attachments: Assessment Report; Task Order 2; PSA with F.A. Bartlett Tree Experts for Tree Care Services

Next Steps/Schedule: If approved, execute Task Order.

PROFESSIONAL SERVICES AGREEMENT – TASK ORDER

This Task Order, made and entered into this, the _____ day of _____ 2024, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **F.A. Bartlett Tree Experts**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein as an Task Order to the Agreement number BAR04242024

- 1. Description of Services.** The City and Contractor agree to the following:
 - (a) Provide Tree Care Services for an area located at or around: Dripping Springs Ranch Park Trails
- 2. Scope of Work.** Contractor will provide tree care services in as listed in Description of Services as Attachment "A". The Task Order will be charged as shown in the attached. Contractor will contact the City Administrator in writing if cost of services will exceed this amount.
- 3. Schedule.** Work for this Task Order shall be completed within ten (10) business days.
- 4. Task Order.** This Task Order incorporates the Agreement entered into on or about April 24, 2024 named the Professional Services Agreement – BAR04242024.

THE CITY:
City of Dripping Springs

CONTRACTOR:

Michelle Fischer
City Administrator

F.A. BARTLETT TREE SERVICES

Date

Date

Attachment “A”



Client: 8133859

Printed on: 5/13/2024

Created on: 5/13/2024

City of Dripping Springs
 Attn: Michelle Fischer
 511 Mercer Street
 PO Box 384
 Dripping Springs, TX 78620
 E-Mail Address: gfaught@cityofdrippingsprings.com

Bartlett Tree Experts
 Michael Embesi - Representative
 2403 Howard Lane
 Austin, TX 78728
 Business: 512-826-0452
 E-Mail Address: membesi@bartlett.com

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

Thank you for selecting the Bartlett Tree Expert Company to provide you with scientific tree and shrub care. This proposal is based on my knowledge and inspection of your trees and shrubs. Your decision to employ Bartlett, as the contractor for this work will ensure that certified tree experts and arborists are available to consult with you on all phases of protecting and maintaining the trees and shrubs on your property.

EXECUTIVE SUMMARY:

Work Group	Recommendation	Number of Trees	Amount
Tree and Shrub Work	Natural Pruning	65	\$3,925.00
	TOTAL FOR 'Tree and Shrub Work'	65	\$3,870.00
	TOTAL AMOUNT:	65	\$3,925.00

Tree and Shrub Work:

Natural Pruning

Species	Location
65 recently various species (see arborist report dated May 10)	areas identified on map within arborist report

Goals:

- Improve appearance
- Repair improper pruning

Client: 8133859

Printed on: 5/13/2024

Created on: 5/13/2024

Specifications:

- Reduce and/or remove live branches as needed, 3-12 inch diameter cut(s), growing toward modified trail
 - Remove all debris
- * Arborist may use discretion with certain pruning cuts to accomplish the client's stated pruning goals

Amount: \$3,870.00

Disposal Fee: \$55.00

Total Amount: \$3,925.00

Thank you for the confidence you place in the Bartlett Tree Expert Company. If you have any questions about my recommendations, please feel free to contact me. Please sign below to approve the items listed in the proposal and send or fax a copy to our office. If not all items are selected at this time, please designate the portions you have selected and I will schedule the treatments accordingly.

Thank you,

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 5/13/2024 and should be completed by 5/13/2024.

SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$3,925.00

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

Client: 8133859

Printed on: 5/13/2024

Created on: 5/13/2024

ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at <cell phone>.

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

5/13/2024

Printed Name:

Michael Embesi

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature:

Date:

Printed Name:

May 10, 2024

City of Dripping Springs
Dripping Springs Ranch Park
511 Mercer Street
PO Box 384
Dripping Springs, TX 78620



Pruning Damage on Trails at Dripping Springs Ranch Park

To Whom It May Concern,

In May 2024, Bartlett Tree Experts was contacted about potential damage to trees on the trailways located at Dripping Springs Ranch Park. I met Emily Nelson, City Coordinator on-site on March 7, 2024, and walked the trails.. This letter outlines my observations, analysis and recommendations from that meeting.

Numerous trees along the trails were found to be improperly pruned, leaving torn branches or stub cuts. These wounds varied in age, but several were found that were fresh, recent cuts. I was told by the client that the new wounds were the main concern of this visit. My findings are located in the map and table below. Affected tree species included *Juniperus ashei* (juniper), *Quercus virginiana* (live oak), *Ulmus crassifolia* (cedar elm), *Quercus buckleyi* (red oak), and *Diospyros texana* (Texas persimmon). In total, 37 trees were found to have torn branches and 28 were found with stub cuts. These improper pruning practices have left wounds on the tree that should be repaired with proper cuts that allow wound healing. I also found three 4-inch diameter trees to have been recently removed with fresh cuts left on the remaining stumps (#35-37).

Additionally, numerous dead branches and dead trees were found that were overhanging the trail. Extended branches over trail are recommended to be pruned and/or removed. These trees were not inventoried. It was also noted that several large oak trees were dead away from the trail, and these large oak trees were inventoried in the table below (#67-77) . These trees do not warrant removal unless there is a target. Oak wilt is a concern in Hays County and evidence of the disease should be investigated and monitored.

Tree Pruning Recommendations

Tree owners and tree care practitioners should always keep in mind that any pruning cut is a wound to the tree. Informed tree care professionals have learned to manage that wounding to preserve the health, safety, and integrity of the tree. The following pruning practices are recommended:

- Pruning should be done under the supervision of an ISA Certified Arborist.
- Proper pruning tools should be used under the ANSI-300 pruning standard.
- Stub cuts should be corrected.
- Flush cuts should not be allowed.
- Torn and ripped branches should be pruned corrected.

Table 1: Data From Tree Evaluation

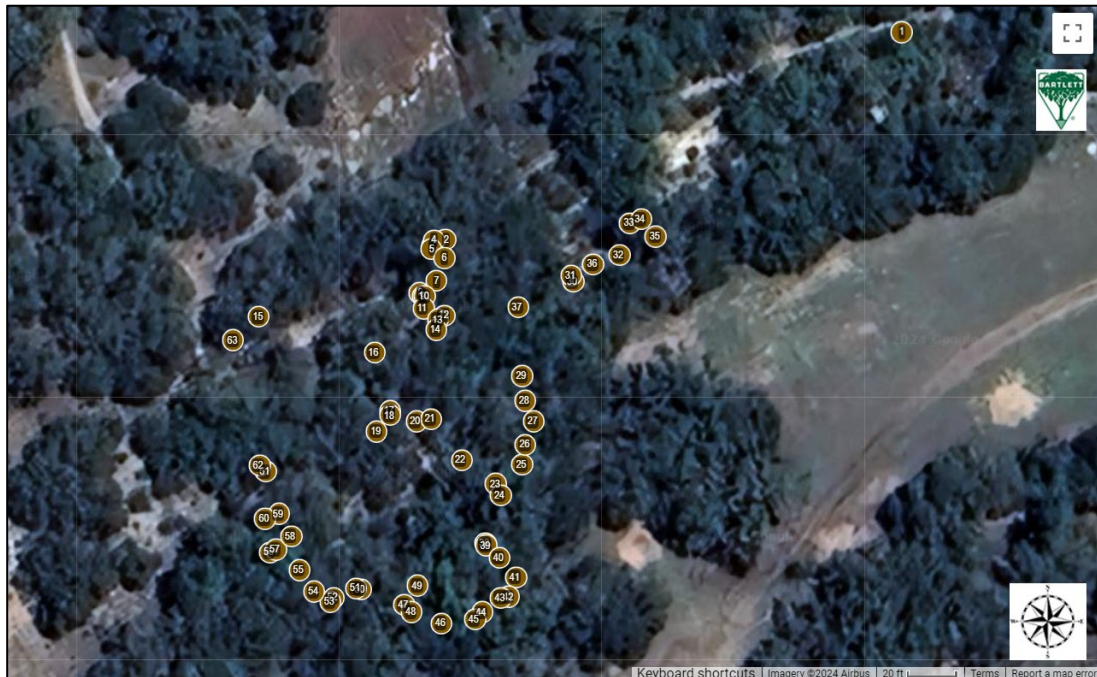
ID	Species	Notes
1	<i>Quercus virginiana</i>	Torn branch
2	<i>Juniperus ashei</i>	Torn branch
3	<i>Juniperus ashei</i>	Torn branch
4	<i>Juniperus ashei</i>	Torn branch
5	<i>Juniperus ashei</i>	Torn branch
6	<i>Juniperus ashei</i>	Torn branch
7	<i>Juniperus ashei</i>	Torn branch
8	<i>Juniperus ashei</i>	Torn branch
9	<i>Juniperus ashei</i>	Torn branch
10	<i>Juniperus ashei</i>	Torn branch
11	<i>Juniperus ashei</i>	Torn branch
12	<i>Juniperus ashei</i>	Torn branch
13	<i>Juniperus ashei</i>	Torn branch
14	<i>Juniperus ashei</i>	Torn branch
15	<i>Juniperus ashei</i>	Torn branch
16	<i>Juniperus ashei</i>	Torn branch
17	<i>Juniperus ashei</i>	Torn branch
18	<i>Juniperus ashei</i>	Stub cut
19	<i>Juniperus ashei</i>	Torn branch
20	<i>Juniperus ashei</i>	Stub cut
21	<i>Juniperus ashei</i>	Stub cut
22	<i>Juniperus ashei</i>	Torn branch
23	<i>Juniperus ashei</i>	Torn branch
24	<i>Juniperus ashei</i>	Torn branch
25	<i>Juniperus ashei</i>	Torn branch
26	<i>Juniperus ashei</i>	Torn branch
27	<i>Juniperus ashei</i>	Stub cut
28	<i>Juniperus ashei</i>	Stub cut
29	<i>Juniperus ashei</i>	Stub cut
30	<i>Ulmus crassifolia</i>	Stub cut
31	<i>Juniperus ashei</i>	Stub cut
32	<i>Juniperus ashei</i>	Stub cut
33	<i>Ulmus crassifolia</i>	Stub cut
34	<i>Juniperus ashei</i>	Stub cut
35	<i>Quercus virginiana</i>	Removed
36	<i>Juniperus ashei</i>	Removed
37	<i>Juniperus ashei</i>	Removed
38	<i>Juniperus ashei</i>	Stub cut
39	<i>Juniperus ashei</i>	Stub cut

ID	Species	Notes
40	<i>Juniperus ashei</i>	Stub cut
41	<i>Juniperus ashei</i>	Stub cut
42	<i>Juniperus ashei</i>	Stub cut
43	<i>Juniperus ashei</i>	Stub cut
44	<i>Juniperus ashei</i>	Stub cut
45	<i>Juniperus ashei</i>	Stub cut
46	<i>Juniperus ashei</i>	Stub cut
47	<i>Juniperus ashei</i>	Torn branch
48	<i>Juniperus ashei</i>	Torn branch
49	<i>Quercus virginiana</i>	Torn branch
50	<i>Quercus virginiana</i>	Torn branch
51	<i>Quercus virginiana</i>	Torn branch
52	<i>Quercus virginiana</i>	Torn branch
53	<i>Quercus virginiana</i>	Torn branch
54	<i>Quercus virginiana</i>	Torn branch
55	<i>Diospyros texana</i>	Torn branch, but already dead
56	<i>Quercus buckleyi</i>	Stub cut
57	<i>Juniperus ashei</i>	Torn branch
58	<i>Juniperus ashei</i>	Torn branch
59	<i>Juniperus ashei</i>	Stub cut
60	<i>Juniperus ashei</i>	Torn branch
61	<i>Juniperus ashei</i>	Stub cut
62	<i>Juniperus ashei</i>	Stub cut
63	<i>Juniperus ashei</i>	Torn branch
64	<i>Juniperus ashei</i>	Stub cut
65	<i>Juniperus ashei</i>	Stub cut
66	<i>Juniperus ashei</i>	Stub cut
67	<i>Quercus virginiana</i>	Dead
68	<i>Quercus virginiana</i>	Dead
69	<i>Quercus virginiana</i>	Dead
70	<i>Quercus virginiana</i>	Dead
71	<i>Quercus virginiana</i>	Dead
72	<i>Quercus virginiana</i>	Dead
73	<i>Quercus virginiana</i>	Dead
74	<i>Quercus virginiana</i>	Dead
75	<i>Quercus virginiana</i>	Dead
76	<i>Quercus virginiana</i>	Dead
77	<i>Quercus virginiana</i>	Dead
78	<i>Juniperus ashei</i>	Torn branch
79	<i>Juniperus ashei</i>	Stub cut

Location Maps of Trees Evaluated



Map 1. The southern portion of the property.



Map 2. Enlarged version of the southern portion of the property.



Map 3. The northern portion of the property.

Photographs



Photo 1. Example of a proper pruning cut that was found on site.



Photo 2. Example of a pruning cut on site that is in the process of healing but creating new tissue around the wound.



Photo 3. Example of an improper flush cut that should not be performed (image not taken from site).



Photo 4. An improper fresh stub cut that was found on site. The proper cut should be made at the yellow line.



Photo 5. An old stub cut that was found at the site. The proper cut should be made at the yellow line where the stub meets the live stem.



Photo 6. A tearing wound that should be cleanly pruned at the yellow line. Proper pruning tools would avoid wounds exhibited in this photograph.



Photo 7. Pruning cuts were found on branches that were dead. The entire dead branch should be removed.



Photo 8. One of three 4" diameter trees that was recently removed.



Photo 9. A large live oak was found with tearing cuts on two dead branches. These branches should be cut back to the live stem with a proper pruning cut. The pruning cut should be painted.



Photo 10. Dead trees over walkways should be removed.



Photo 11. Dead branches over walkways should be removed.

If you have any questions about my observations or recommendations, please contact me.

K. Sloan

K. Sloan
Certified Arborist TX-4727A
ISA Tree Risk Assessment Qualified
ksloan@bartlett.com

Limits of the Assignment

The tree assessment was performed from the ground for visual conditions. This tree inventory was not a tree risk assessment. As such, no trees were assessed for risk in accordance with industry standards, nor are there any tree risk ratings or risk mitigation recommendations provided within this report.

Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.

Illustrations, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.

Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the plans or property in question may not arise in the future.

There is no guarantee for the preservation of the trees contained in this report, however, the preservation plan is made with the best interest intended for the trees being preserved.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 24th day of April, 2024 by and between the City of Dripping Springs, Texas (hereinafter referred to as the "City") and The F.A. Bartlett Tree Expert Company, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Scope of Work:** Contractor will provide tree care services in the form of task orders for different areas of the City, upon written request of the City Administrator or the Administrator's designee.
2. **Description of Work:**

As described in the Scope of Work in Attachment "A" for trees as designated by the City Administrator or Administrator's Designee through written task order as shown in Attachment "B".
3. **Payment for Services:** The City shall pay Contractor for the performance of the Agreement, in current funds, as outlined in each Task Order. An invoice will be submitted upon completion of the work specified in this Agreement and related task orders. Payment is due within 30 days of the City's receipt and approval of the invoice.
4. **Duration:** This Agreement is active for twelve (12) months. This Agreement may be renewed for up to two (2) subsequent one year terms.
5. **Termination:** The City may cancel this Agreement, without penalty or obligation, at any time with thirty (30) days written notice.
6. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for tree services.
7. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
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) 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; (4) Contractor does not boycott energy

companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

- 9. Injuries/Insurance:** Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. The Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
- 10. INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS INDEMNITY WILL ONLY APPLY IN RESPECT OF ACTS OR OMISSIONS OCCURRING DURING THE PERIOD BEGINNING WHEN THE PERFORMANCE ON SITE BEGINS AND ENDING WHEN THE PERFORMANCE ON THE SITE CONCLUDES.
- 11. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
- 12. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: Michelle Fischer
 City of Dripping Springs
 P.O. Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

For the Contractor:

Attention: Michael Embesi
 F.A. Bartlett Tree Expert Company
 2403 Howard Lane
 Austin, TX 78728
 (512) 826-0452

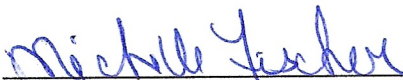
Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received five (5) days after deposit in U.S. mail.

- 13. Entire Agreement:** This Agreement and its attachments contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and any Attachment, this Agreement shall prevail. For greater clarity, Bartlett's General Terms Consulting are also included as part of this Professional Services Agreement. In instances where Bartlett's terms conflict with the rest of the Professional Services Agreement, the Professional Services Agreement will prevail.

- 14. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 15. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 17. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 18. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 19. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

CITY OF DRIPPING SPRINGS:


F.A. BARTLETT TREE EXPERT COMPANY:



 Michelle Fischer, City Administrator



 Matthew Farin, Executive Vice President



 Date



 Date



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The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client’s dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives (“**Concealed Features**”). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

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- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

2.8 Weather-Event Damage

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

2.9 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a

lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

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climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

2.14 Tree Care Maintenance or Recurring Programs

- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
- (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
- (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

2.15 Stump Grinding

- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
- (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
- (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

2.16 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in

understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

2.17 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
- (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.18 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

2.19 Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
- (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it



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will be the Client's responsibility to remove and dispose of the signs.

- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

2.20 Schedule of Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

2.21 Integrated Pest Management

- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and

disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.22 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

2.23 Fruit-Reduction Treatment

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

2.24 Fruit Tree or Crop Treatment

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

2.25 Tick, Mosquito, or Biting Fly Treatment

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

2.26 Termite or Wood Destroying Organism Treatment

- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any

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tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

2.27 Plant Nursery Services

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

2.28 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

2.29 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

2.30 Snow Removal

- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.

- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

2.31 Installing Lights

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

2.32 Tarpaulins

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

2.33 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.



General Terms Commercial

2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 DISPUTE RESOLUTION

3.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 MISCELLANEOUS

4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.





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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: May 21, 2024

Agenda Item Wording: **Discuss and consider approval of proposals from Post Oak Preservation Solutions to resurvey the Mercer Street Historic District and the Hays Street Historic District. Sponsor: Mayor Pro Tem Manassian.**

Agenda Item Requestor: Historic Preservation Commission

Summary/Background: The Historic Preservation Commission requests the City Council amend the Fiscal Year 2023-2024 Budget to approve initiating resurveys of the Mercer Street and Hays Street Historic Districts in the amount of a \$1,625 retainer fee for each resurvey. Each resurvey will cost \$14,625 for a total of \$29,250. The Commission's Fiscal Year 2024-2025 Budget recommendation includes the \$26,000 balance for the resurveys and the update of the Historic Preservation Program Implementation Manual. The resurveys should be conducted before the Manual is revised.

The Hays Street Historic District was surveyed in 2014 when it was created, and the Mercer Street Historic District was surveyed in 2007 when it was created and partially surveyed in 2013 for the National Register of Historic Places nomination.

The districts need to be resurveyed to: document demolitions, alterations, and infill since 2014 and 1988 surveys; provide a comprehensive historic context; provide City/HPC with current conditions and recommendations for moving forward.

The Commission would like the resurveys to be done as soon as possible and then update the Historic Preservation Program Implementation Manual. The Manual was created in 2007 and amended in 2015 to add vision statements and implementation standards and guidelines for historic districts.

The Commission feels a sense of urgency to update the surveys and Implementation Manual due to the current conditions of the historic resources, changes in use and new construction in the districts, growing outside interest by developers; an increase in Certificate of Appropriateness

applications, and the need to make the Implementation Manual user friendly.

Historic Preservation Officer Michelle Fischer and Historic Preservation Consultant Meredith Johnson recommend approval of accepting the proposals.

**Commission
Recommendations:**

The Historic Preservation Commission recommends approval.

**Recommended
Council Actions:**

Approve the proposals from Post Oak Solutions and work out a schedule of work with them that spans fiscal years.

Attachments:

Post Oak Preservation Solutions Proposals.

A presentation given to the HPC on the Resurvey of Old Fitzhugh Rd Historic District is under Reports on the agenda. The survey is available at City Hall.

Next Steps/Schedule:

If approved, draft Professional Services Agreements.



05 March 2024

A COST PROPOSAL TO CITY OF DRIPPING SPRINGS
for
HISTORIC PRESERVATION SERVICES
for the historic districts in
DRIPPING SPRINGS, TX

This cost proposal is not an agreement but is provided for budgetary purposes only. The fees outlined below are subject to change. The City of Dripping Springs, Texas (City) seeks a cost proposal from Post Oak Preservation Solutions, LLC (Post Oak) in order to to update the surveys for the Mercer Street and Hays Street Historic Districts as well as to update the Historic Preservation Program Implementation Manual.

Resurvey Hays Street Historic District

Scope of Work	Fee Estimate
Retainer due upon execution of this agreement	\$1,625
Completion of survey fieldwork	\$3,250
Submit HRSR draft 1 to city of comments	\$6,500
Revise & Finalize HRSR	\$3,250
TOTAL	\$14,625

Resurvey Mercer Street Historic District

Scope of Work	Fee Estimate
Retainer due upon execution of this agreement	\$1,625
Completion of survey fieldwork	\$3,250
Submit HRSR draft 1 to city of comments	\$6,500
Revise & Finalize HRSR	\$3,250
TOTAL	\$14,625



Update & Revise Historic Preservation Program Implementation Manual

Scope of Work	Fee Estimate
In-depth document & program audit	\$2,500
Stakeholder Meetings	\$3,750
Draft 1 (text only)	\$6,900
Draft 2 (illustrated)	\$4,400
Final draft	\$4,000
TOTAL	\$21,550
ADD. OPTION: Public Meetings	\$1,500 per meeting
ADD. OPTION: Commission Training	\$1,750



OLD FITZHUGH ROAD HISTORIC DISTRICT SURVEY REPORT

Rebecca Wallisch & Ellis Mumford-Russell
Post Oak Preservation Solutions



Post Oak Preservation Solutions (POPS) ABOUT US

- Texas based consulting firm with offices in San Antonio, Austin, El Paso, and Kansas City, Missouri
- Expertise in Historic Resources Surveys, National Register Nominations, Design Standards and Preservation Ordinances, Historic Tax Credits, and Preservation Consulting



Outline of Today's Presentation

- Project Overview
- Review of Previous Surveys
- What is a historic district?
- Review of Current Historic Designation
- Survey Results: Old Fitzhugh Road
- Recommendations: Old Fitzhugh Road
- Recommended Future Work



Project Overview

- POPS was hired to re-survey the Old Fitzhugh Road Historic District, which the City of Dripping Springs designated as a local historic district in 2015.
- Our primary goals for Old Fitzhugh Road were to:
 - Document demolitions, alterations, and infill since 2014 and 1988 surveys
 - Provide a comprehensive historic context
 - Provide City/HPC with current conditions and recommendations for moving forward



Project Overview

- POPS was also hired to provide high-level recommendations for the City's preservation-related ordinances and design guidelines as well as the Mercer Street Historic District and Hays Street Historic District.
- Our primary goals for these recommendations were to:
 - Analyze ordinances and design guidelines for efficacy and ease of use
 - Broadly document current conditions of the Mercer Street and Hays Street historic districts
 - Provide City/HPC with recommendations for moving forward



Project Overview

Item 13.

Pre-Survey Preparation

- ❖ Background research
- ❖ Review previous survey efforts

Field Survey

- ❖ Local research
- ❖ Photograph/document properties
- ❖ Assess potential for NRHP district based on current conditions
- ❖ Assign preservation priority ratings for Old Fitzhugh Road

Survey Report and Recommendations

- ❖ Analyze data
- ❖ Compile survey forms/report
- ❖ Submit findings and draft report



OLD FITZHUGH ROAD HISTORIC DISTRICT PROJECT TIMELINE

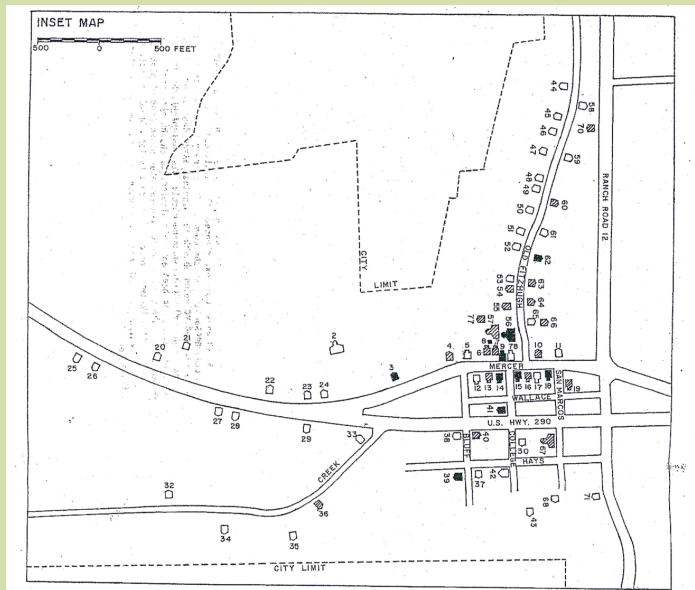


Brief Review of Previous Surveys



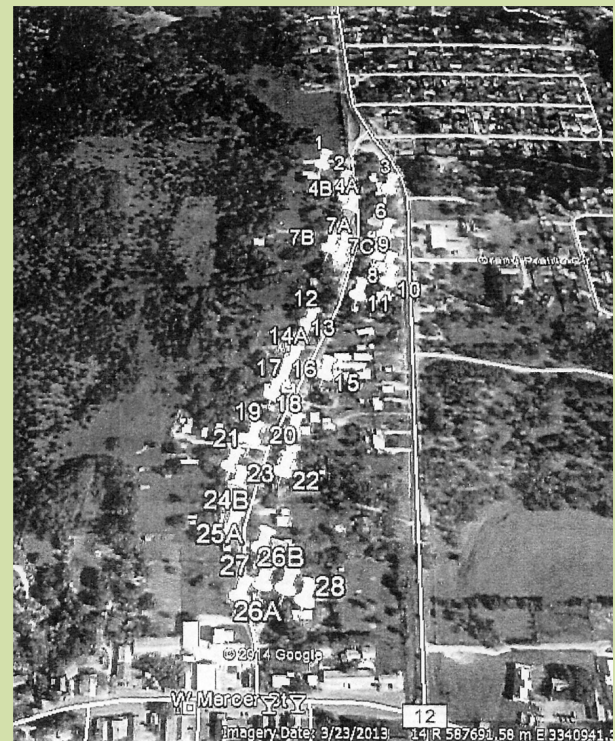
Dripping Springs Historic Resources Survey

- Conducted in 1988
- Surveyed pre-1945 buildings
- Centered around the Mercer Street commercial core, Old Fitzhugh Road, and the Hays Street neighborhood
- Assigned high, medium, and low preservation priority ratings



Old Fitzhugh Road Survey - Roark 2014

- Conducted in 2014
- Surveyed pre-1970 buildings
- Focused on Old Fitzhugh Road between Mercer Street and RR12
- Evaluated 36 historic-age buildings, 15 of which were not previously evaluated in the 1988 survey
- Assigned high, medium, and low preservation priority ratings



Hays Street Survey

- High-level windshield survey conducted in 2014
- Centered around the Hays Street neighborhood and adjacent Creek
- Road Identified 17 resources that would likely contribute to a National Register Historic District



What is a Historic District?



What is a Historic District?

A concentration of resources (buildings, structures, and objects) that are related to one another historically or architecturally.

- While individual buildings tell a specific and unique story, when considered collectively (i.e. as a district) they convey a more comprehensive understanding of the the shared heritage and significance of a community or place.
- A grouping of resources that have been listed on the **National Register of Historic Places** and/or designated as a **Local Historic District**.



What is a National Register Historic District?



National Register of Historic Places (NRHP)

- Federal program administered by National Park Service
- National recognition of the property or district's historical or architectural significance
- May provide grants or tax credit incentives for rehabilitation projects
- Properties or districts receive extra consideration for federal projects, like highway construction or infrastructure projects
- Encourages preservation of historic properties
- Imposes NO restrictions on property owners



Contributing Resource:

- Resource that adds to historic associations, architectural qualities, or archeological values that make the district significant
- Retains integrity, or enough historical features to convey its significance

Non-contributing Resource:

- Less than 50 years old
- Significantly altered, no longer conveys historic integrity
- Not associated with a historic theme or time period



**What is a local
historic district?**



Local Historic Preservation Ordinance

- Allows the City, with public input, to create historic preservation guidelines to preserve the unique history and culture of Dripping Springs
- Establishes criteria for local designation
- Establishes the authority of a review body tasked with protecting buildings from destruction or insensitive rehabilitation
 - In Dripping Springs this is the Historic Preservation Commission [HPC]
 - As the review authority, the HPC acts as the stewards of Dripping Springs' historic resources
- Outlines procedures and standards for reviewing alterations and demolitions within the local historic district boundary



Brief Review of Current Historic Designation



Mercer Street Historic District

Listed in the National Register of Historic Places in 2013

- Period of Significance: 1872-1941
- Areas of Significance: Community Planning and Development & Architecture
- 33 resources (21 contributing)

Local Historic District Created in 2007

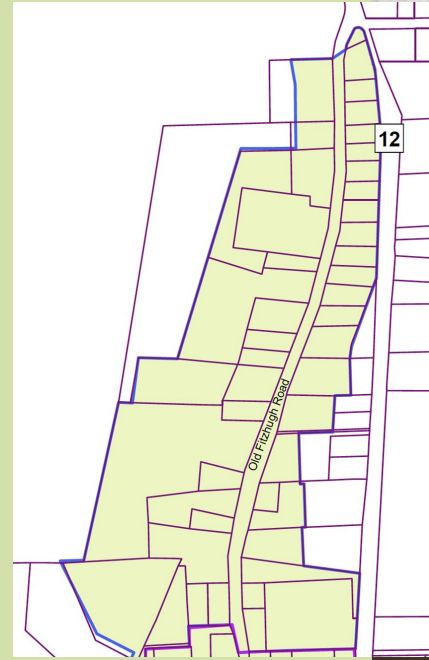
- Larger boundaries than the National Register district
- Existing design guidelines were also adopted at this time



Old Fitzhugh Road Historic District

Local Historic District Created in 2015

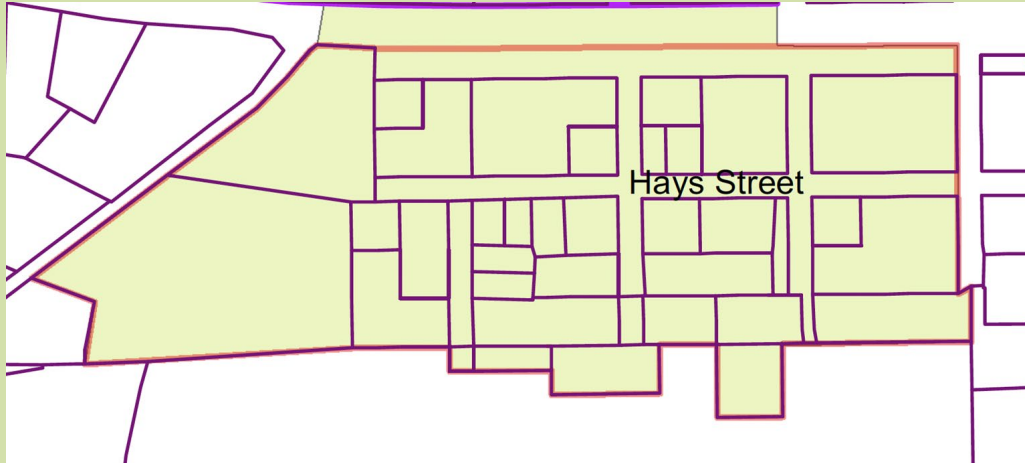
- Followed recommendations from 2014 survey
- Current historic preservation overlay for the Old Fitzhugh Road Historic District, Mercer Street Historic District, and Hays Street Historic District was adopted at this time
- Dripping Springs Historic Districts Vision Statements were also adopted at this time



Hays Street Historic District

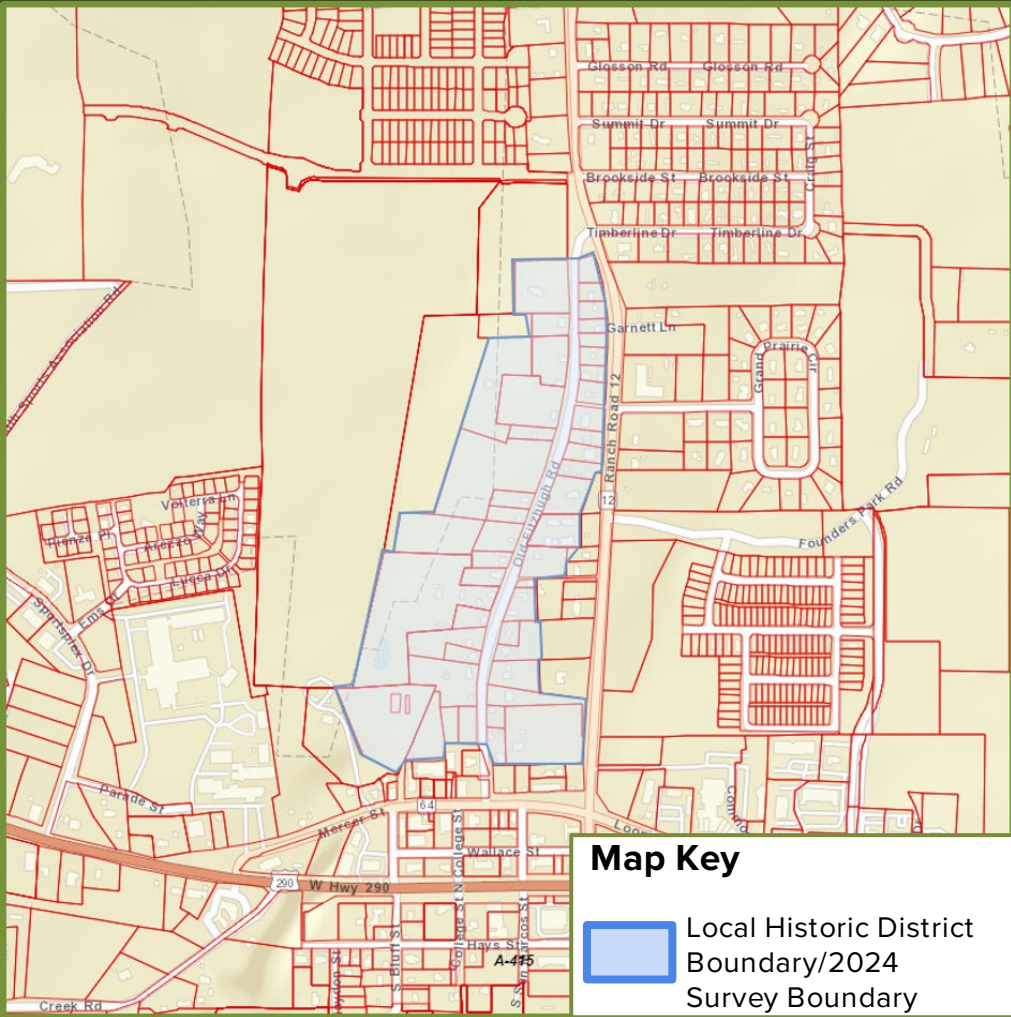
Local Historic District Created in 2015

- Boundaries follow recommendations from 2014 survey



2024 Survey Results: Old Fitzhugh Road





Survey Area:

Boundaries of the Old Fitzhugh Road Historic District

NRHP Eligibility

- Evaluation of resources indicates that the district no longer retains a high enough concentration of historically significant resources that would qualify it for listing on the NRHP as an historic district
- Rather than evaluating resources based on contributing and non-contributing criteria, Post Oak assigned high, medium, and low preservation priority ratings to resources within the district to remain consistent with previous survey efforts
 - High preservation priority resources would likely be contributing resources in an NRHD
 - Medium preservation priority resources *may* be contributing resources in an NRHD
 - Low preservation priority resources would likely be non-contributing resources in an NRHD



Preservation Priority Ratings

Item 13.



High Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,

Preservation Priority Ratings

Item 13.



High Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,

Preservation Priority Ratings

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High Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,
- Had an association with longstanding residents of the area that likely made significant contributions to the community; OR,

Preservation Priority Ratings

Item 13.



High Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,
- Had an association with longstanding residents of the area that likely made significant contributions to the community; OR,
- Are architecturally distinct or are a rare example of a specific building form, architectural style, or plan-type; OR,

Preservation Priority Ratings

Item 13.



High Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,
- Had an association with longstanding residents of the area that likely made significant contributions to the community; OR,
- Are architecturally distinct or are a rare example of a specific building form, architectural style, or plan-type; OR,
- Are a good representative example of a common local building form, architectural style, or plan-type; AND,

Preservation Priority Ratings

Item 13.



High Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,
- Had an association with longstanding residents of the area that likely made significant contributions to the community; OR,
- Are architecturally distinct or are a rare example of a specific building form, architectural style, or plan-type; OR,
- Are a good representative example of a common local building form, architectural style, or plan-type; AND,
- Retain good to excellent historic integrity, including historic materials, character-defining features, and physical context of resource and/or landscape.

Preservation Priority Ratings

Item 13.



Medium Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,

Preservation Priority Ratings

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Medium Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,

Preservation Priority Ratings

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Medium Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,
- Had an association with longstanding residents of the area that likely made significant contributions to the community; OR,

Preservation Priority Ratings

Item 13.



Medium Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,
- Had an association with longstanding residents of the area that likely made significant contributions to the community; OR,
- Are architecturally distinct or are a rare example of a specific building form, architectural style, or plan-type; OR,

Preservation Priority Ratings

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Medium Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,
- Had an association with longstanding residents of the area that likely made significant contributions to the community; OR,
- Are architecturally distinct or are a rare example of a specific building form, architectural style, or plan-type; OR,
- Are a good representative example of a common local building form,
- architectural style, or plan-type; AND,

Preservation Priority Ratings

Item 13.



Medium Preservation Priority

- Constructed or moved during the period of significance (1881-1970); AND,
- Contribute significantly to local history or broader historical patterns; OR,
- Had an association with longstanding residents of the area that likely made significant contributions to the community; OR,
- Are architecturally distinct or are a rare example of a specific building form, architectural style, or plan-type; OR,
- Are a good representative example of a common local building form,
- architectural style, or plan-type; AND,
- Retain only fair historic integrity due to moderate alterations or deterioration of the resource and/or landscape.

Preservation Priority Ratings

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Low Preservation Priority

- Either constructed outside the period of significance (1881-1970), or were those constructed during the period of significance; AND,

Preservation Priority Ratings

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Low Preservation Priority

- Either constructed outside the period of significance (1881-1970), or were those constructed during the period of significance; AND,
- Retain little to no historic integrity due to significant alterations or deterioration of the resource and/or landscape; OR,

Preservation Priority Ratings

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Low Preservation Priority

- Either constructed outside the period of significance (1881-1970), or were those constructed during the period of significance; AND,
- Retain little to no historic integrity due to significant alterations or deterioration of the resource and/or landscape; OR,
- Were moved to their current location outside the period of significance; OR,

Preservation Priority Ratings

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Low Preservation Priority

- Either constructed outside the period of significance (1881-1970), or were those constructed during the period of significance; AND,
- Retain little to no historic integrity due to significant alterations or deterioration of the resource and/or landscape; OR,
- Were moved to their current location outside the period of significance; OR,
- Were demolished.

NRHP Eligibility

- Two properties within the district may have the potential to be individually eligible for NRHP listing



Resource 27A - McClendon/
Horner House



Resource 31A - McClendon House/
Telephone Exchange

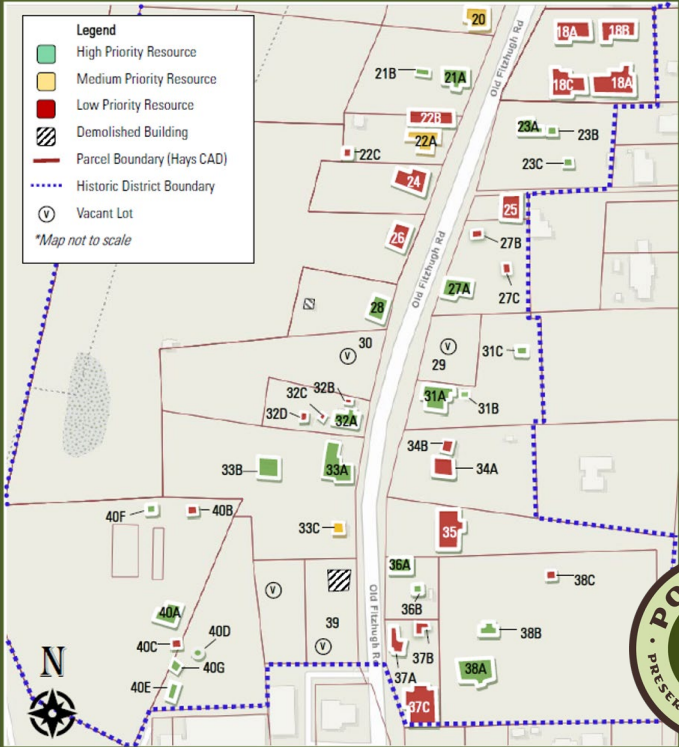
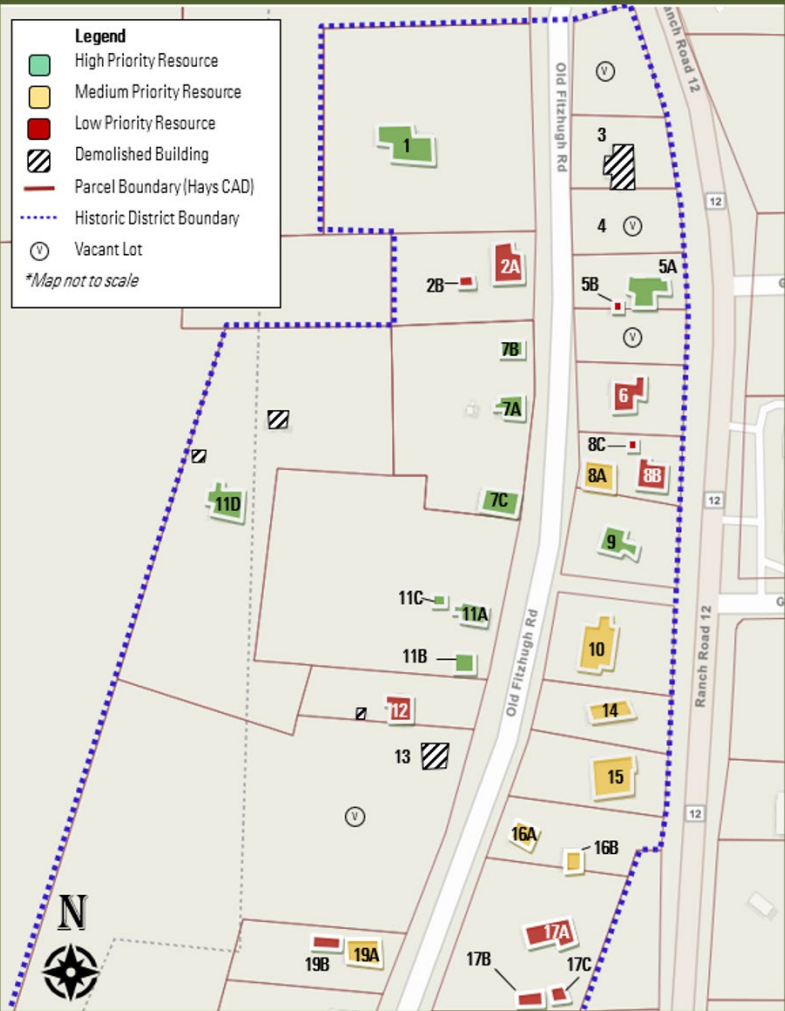
Survey Results

TABLE 2. HIGH, MEDIUM, AND LOW PRESERVATION PRIORITY RESOURCES

PRIORITY TYPE	NUMBER OF RESOURCES	PERCENTAGE OF RESOURCES
High	33	40%
Medium	8	10%
Low	41	50%
TOTAL	82	100%



Survey Results



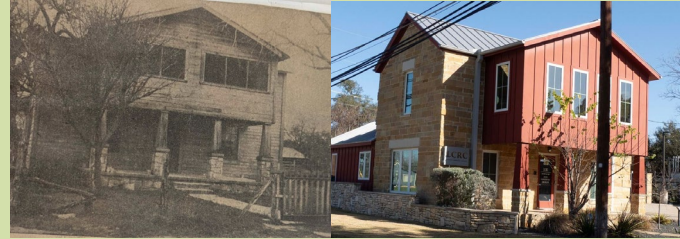
Alterations

- Many resources have experienced alterations over time
- Most common alterations include replacement doors & windows, replacement siding, modified porches, and additions
- Most significant alterations affecting integrity occur on former single-family houses converted to commercial use



Demolitions

- The 2014 survey identified 3 buildings previously documented in 1988 that had been demolished
- Since the 2014 survey, several additional buildings have been demolished, including:
 - 3 non-historic buildings
 - 2 historic-age buildings
 - multiple historic age outbuildings







New Construction

- New commercial buildings have been constructed near Mercer Street
- Modern residential infill along Old Fitzhugh Road has been fairly minimal



2024 Inventory Table

Item 13.

HISTORIC NAME/ YEAR BUILT/ LAT LONG	HAYS CAD PARCEL ID (2024)/ HHM ID (1988)/ ROARK ID (2014)	HISTORIC USE/ CURRENT USE/ FORM OR STYLE	HISTORIC PHOTO/AERIAL (IF AVAILABLE) OR CURRENT AERIAL	2024 PHOTO (POST OAK)	HISTORIC CONTEXT NOTES*	ALTERATIONS	HHM (1988)/ ROARK (2014)/ POST OAK RECOM.
RESOURCE #1 - 775 OLD FITZHUGH							
Ca. 1970 Davidson House 30.200535, -98.088359	RT110501 1 (Roark)	Domestic/ Single dwelling Ranch			Unnamed source in DS library files states that the original 1954 house burned in 1969 and was rebuilt in 1970. Roark states 1965, CAD lists 1976 with 2008 carport. Property originally belonged to the Stephenson family. Purchased by Nelson W. and Doris Breed Davidson (1952-1980), sold to the Kroll family in the 1980s.	Non-historic roof; c. 2008 carport addition on the west elevation.	N/A (HHM) Medium (Roark) High (POPS)
RESOURCE #2A - 750 OLD FITZHUGH RD							
Ca. 1960 Mulhollen House 30.200084, -98.087956	R17904 2 (Roark)	Commerce/Business Ranch			Early property owners include T.L. Maxey (1940s), Mave Herwig (late 1950s), Jesse Langston, and D.R. Mulhollen (1960-1992). Unnamed source in DS library files states Mulhollen House built in the late 1950s. Waits and Roark give a construction date of 1960, when D.R. Mulhollen purchased the property.	Non-historic roof; c. 2007 rear porch; c. 2016 siding; c. 2016 windows; c. 2016 entry doors; c. 2016 altered garage.	N/A (HHM) Low (Roark) Low (POPS)
RESOURCE #2B - 750 OLD FITZHUGH RD							
Ca. 2021	R17904 N/A	Commerce/ Secondary structure No style			N/A – Not historic-age	Not historic-age; no alterations noted.	N/A Low (POPS) – Not historic-age



2024 Inventory Forms

Item 13.



HISTORIC RESOURCE INVENTORY FORM

RESOURCE #31A

Old Fitzhugh Road Historic District
Post Oak Preservation Solutions | Surveyed 2024

IDENTIFICATION

ADDRESS 250 Old Fitzhugh Road
CITY/TOWN Dripping Springs
COUNTY Hays **STATE** TX
HISTORIC NAME W.S. McClendon House and Telephone Exchange

CURRENT NAME n/a

LAT 30.195130 **LONG** -98.088955

PARCEL# R121424

LEGAL DESCRIPTION CANNON ESTATES WEST, Lot 7B, ACRES 0.888

OWNER NAME Haydon, Charles W & Sherry E

OWNER ADDRESS 601 Gatlin Creek Rd
Dripping Springs, TX 78620

HISTORIC USE Domestic / Single Dwelling

CURRENT USE Domestic / Single Dwelling



ARCHITECTURAL INFORMATION

CATEGORY Building Site Structure Object **ACREAGE** 0.888

ARCHITECTURAL STYLE(S) Folk Victorian

NO. OF STORIES 1

ROOF TYPE Cross gable

WALL CLADDING Wood clapboard

WINDOW MATERIAL/CONFIGURATION Wood-sash, double-hung, 2/2

FRONT PORCH TYPE/PLACEMENT Extends across south 2/3 of west (primary) elevation with a hipped roof, turned wood columns, wood railings, and a wood deck.

CHARACTER-DEFINING FEATURES Brick chimney on the south elevation, turned wood porch columns, partial-width inset front porch, angled exterior at projecting front gable purpose-built to house the telephone switchboard.

LANDSCAPE FEATURES The building sits near the southwest corner of the parcel. A wood picket fence surrounds the house on the west, north, and south elevations. A circular gravel drive wraps around a grassy landscaping bed between OFR and the picket fence. Grass, trees, and shrubs cover the remainder of the parcel.

NOTES

ANCILLARY STRUCTURES No Yes Shed near the northeast corner of the main building, shed near the east side of the parcel

OLD FITZHUGH ROAD HISTORIC DISTRICT | RESOURCE #31A

ARCHITECTURAL HISTORY

CONSTRUCTION DATE c. 1900 **DISTRICT PERIOD OF SIGNIFICANCE** 1881-1970

MOVED No Yes, Date

HISTORIC CONTEXT W. S. "Samp" McClendon home built 1912 with a unique angled room in projecting front gable to house telephone switchboard. The only L-plan dwelling remaining in the city (per HHM). Restored in 1995 by Charlie Haydon.

PRIORITY ASSESSMENT

PRIORITY High Medium Low

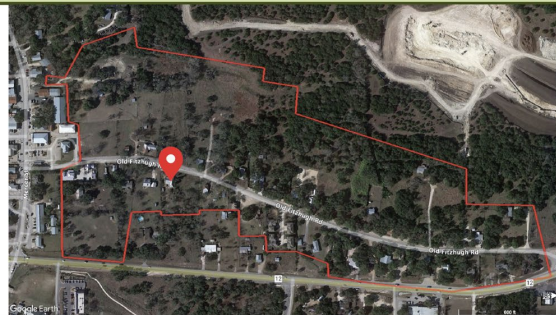
INTEGRITY Location Setting Design Materials Workmanship Feeling Association Not historic-age

ALTERATIONS C. 2003, east elevation addition; non-historic windows; non-historic front door.

NOTES Potentially individually eligible for the NRHP due to its association with early twentieth century development of telecommunications in Dripping Springs.

ENDANGERED No Yes

LOCATION MAP



Google Earth 2023



245

Recommendations: Old Fitzhugh Road



Update Preservation Ordinances and Design Guidelines

- Existing Historic Preservation Standards and Design Guidelines for Dripping Springs Historic District and Landmark Properties were adopted in 2007
- Dripping Springs Historic Districts Vision Statements were adopted in 2015
- Revisit these documents to examine what is working or what might need adjustment, especially as development needs change
- Documents could also be updated to make them more user-friendly



Historic Preservation Commission Trainings

- It can be beneficial for Historic Preservation Commissions to attend occasional commission trainings, especially as they gain new members or adopt new ordinances and guidelines
- Trainings educate commission members on regulatory procedures and best practices for the stewardship of historic resources
- The National Alliance of Preservation Commissions offers a training program, and Post Oak can provide training services as well



Perform Additional Surveys

Heritage Tree Survey

- Mature trees are a major character-defining feature of the Old Fitzhugh Road district
- Consider consulting with a heritage tree professional to conduct an official survey of trees in the district, including those outside the ROW
- A heritage tree survey could be especially helpful as the City considers major infrastructure projects in the area

Archaeological Survey

- Deposits and other archeological resources are likely in the Old Fitzhugh Road district given the settlement and land use patterns
- An archaeological survey could yield additional information about the history and development patterns of the district



Recommended Future Work



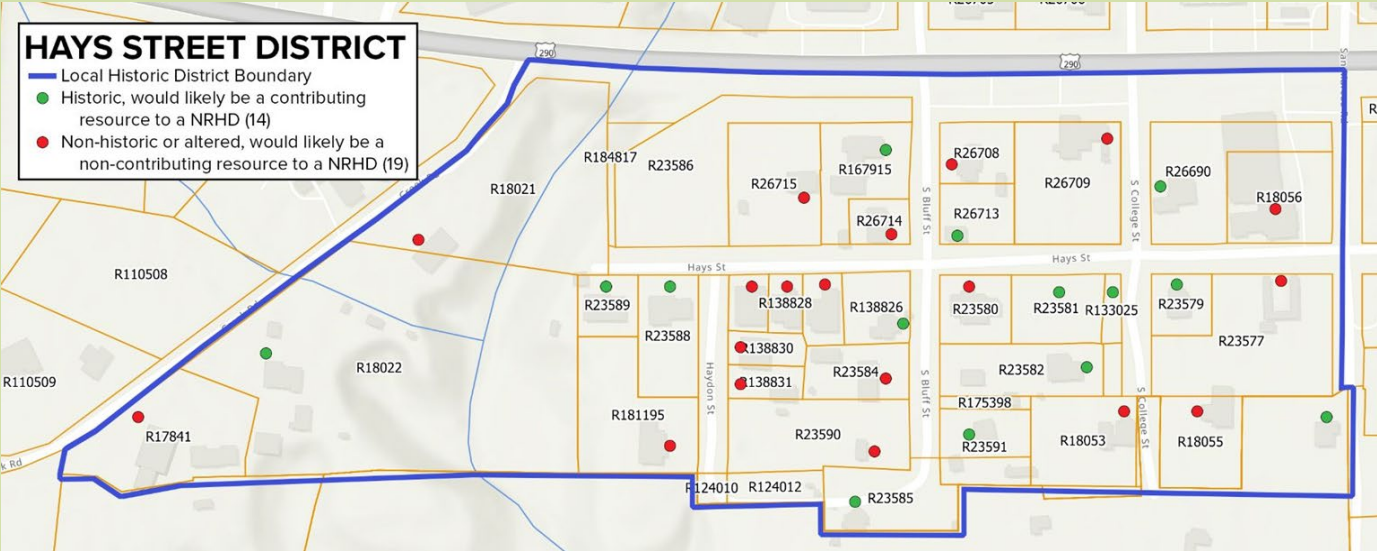
**Based on Analysis & Conversations with City, Post Oak
Recommends the following standing structure historic
preservation future work:**

1. Resurvey Hays Street Historic District
2. Resurvey Mercer Street Historic District
3. Update & Revise Historic Preservation Program
Implementation Manual



Hays Street Historic District

- Represents one of the city’s earliest phases of planning and development
- Construction of US-290 isolated the Hays Street district from the Mercer Street commercial district to the north, but the historic Hays Street neighborhood grid itself remains largely intact
- Increasing amount of infill and alterations in recent years have compromised the overall historic integrity of the district



Hays Street Historic District Resurvey

Item 13.

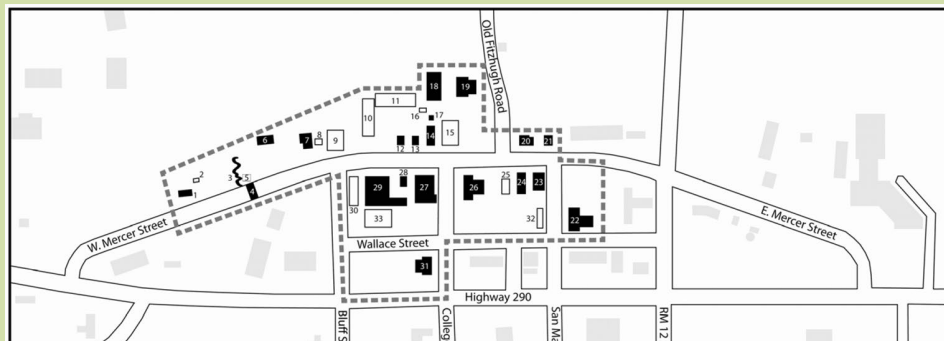
Scope of Work	Fee Estimate
Retainer	\$1,625
Completion of Survey Fieldwork	\$3,250
Submit HRSR Draft 1 to City for comments	\$6,500
Revise & Finalize HRSR	\$3,250
Total	\$14,625



Mercer Street Historic District

Item 13.

- Most intact historic district in Dripping Springs
- NRHD boundary is concentrated to contain a majority of contributing resources
- LHD boundary extends beyond the NRHD boundary and includes the majority of the commercial district footprint that historically existed
- LHD boundary could potentially be extended to include the area bordered by Wallace Street, US-290, Ranch Road 12, and College Street



Mercer Street Historic District Resurvey

Item 13.

Scope of Work	Fee Estimate
Retainer	\$1,625
Completion of Survey Fieldwork	\$3,250
Submit HRSR Draft 1 to City for comments	\$6,500
Revise & Finalize HRSR	\$3,250
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- Revisit and update documents
 - Audit the review process
 - What elements of the process are the most successful?
 - Are there particular steps of the process that are consistently difficult to navigate?
 - Analyze past cases
 - Which cases have been the most successful?
 - Which have been the most challenging?
 - Are there overlapping elements that suggest why cases are successful or challenging?



- Combine and reorganize the Design Guidelines and Vision Statements to create a more user-friendly document
- Create one document with standalone chapters that can be referenced as needed
- Attach appendices to provide further in-depth information without overwhelming the main chapters
- Include graphics and photographs throughout to create a more visual and easily digestible document



Update & Revise Historic Preservation Program Implementation Manual

Item 13.

Scope of Work	Fee Estimate
In-depth document & program audit	\$2,500
Stakeholder Meetings	\$3,750
Draft 1 (text only)	\$6,900
Draft 2 (illustrated)	\$4,400
Final Draft	\$4,000
Total	\$21,500
ADD. OPTION: Public Meetings	\$1,500 per meeting
ADD. OPTION: Commission Training	\$1,750



Questions?

