



DRIPPING SPRINGS  
Texas

# CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

## AMENDED

### City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, February 07, 2023 at 6:00 PM

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## AGENDA

*This posted agenda has been amended for Emergency Addition to Agenda pursuant to Texas Government Code Section 551.044(a): In an emergency or when there is an urgent public necessity, the notice of a meeting to deliberate or take action on the emergency or urgent public necessity, or the supplemental notice to add the deliberation or taking of action on the emergency or urgent public necessity as an item to the agenda for a meeting for which notice has been posted in accordance with this subchapter, is sufficient if the notice or supplemental notice is posted for at least one hour before the meeting is convened.*

### CALL TO ORDER AND ROLL CALL

#### City Council Members

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

#### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
People & Communications Director Lisa Sullivan  
City Secretary Andrea Cunningham  
Deputy City Secretary Cathy Gieselman  
IT Director Jason Weinstock  
Planning Director Tory Carpenter  
Public Works Director Aaron Reed  
Parks & Community Services Director Andy Binz  
Community Events Coordinator Johnna Krantz  
Aquatics & Athletics Manager Mack Rusick

### PLEDGE OF ALLEGIANCE

## **EMERGENCY MANAGEMENT**

- 1. Discuss and consider approval of an Extension of a Mayoral Disaster Declaration related to the winter storm being January 30, 2023. Sponsor: Mayor Foulds, Jr.**

## **PRESENTATION OF CITIZENS**

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

- 2. Recognition of City Staff for efforts during and after the January/February 2023 Ice Storm.**

## **PRESENTATIONS**

*Presentations are for informational purposes and no action shall be taken.*

- 3. Presentation regarding the Dripping Springs Solar Eclipse Event.**  
*Lisa Sullivan, People & Communications Director*

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## **BOARD OF ADJUSTMENT**

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### **CALL TO ORDER AND ROLL CALL**

#### **Board of Adjustment Members**

Board Chair Bill Foulds, Jr.  
Board Member Taline Manassian  
Board Member Wade King  
Board Member Geoffrey Tahuahua  
Board Member Travis Crow  
Board Member Sherrie Parks  
Alternate Board Member Charles Busbey  
Alternate Board Member Joe Volpe

### **BOARD OF ADJUSTMENT AGENDA**

- 4. Public hearing and consideration of approval of VAR2022-0011: an application for a variance to allow a gazebo within the building setback for a property located at 444 Katie Drive. Applicant: Ashvin Baru**



- a. Applicant Presentation
- b. Staff Report
- c. Planning & Zoning Commission Report
- d. Public Hearing
- e. VAR2022-0011

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**CITY COUNCIL**

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**CONSENT AGENDA**

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

- 5. Approval of the January 17, 2024, City Council regular meeting minutes.**
- 6. Approval of a Resolution Appointing Walt Smith to the Tax Increment Reinvestment Zone No. 1 and No. 2 Board of Directors Place 7, for a term ending December 31, 2024.**
- 7. Approval of the Appointment of Catherine (Cathy) Gieselman as Deputy City Secretary of the City of Dripping Springs.**
- 8. Approval of an Ordinance and Notice calling for the May 2021 General Municipal Elections for the City of Dripping Springs.**
- 9. Approval of a Rate Adjustment for an Agreement with Chapman Law Firm, P.C. Sponsor: Mayor Bill Foulds, Jr.**
- 10. Approval of a Service Agreement between the City of Dripping Springs and Alterman for Electrical Services Related to the Utilities Department. Sponsor: Mayor Foulds, Jr.**
- 11. Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Mercer St. Paving.**
- 12. Discuss and consider approval of a Resolution Approving and Accepting a Construction Bond for Caliterra Subdivision Phase 5 Section 14 Wastewater Fiscal Improvements.**

**BUSINESS AGENDA**

- 13. Public hearing regarding ZA2022-0008: an application for a zoning map amendment from two-family residential—Duplex (SF-4) to General Retail (GR) for approximately 0.165 acres out of the Town of Dripping Springs Subdivision located at 112 South Bluff Street. *WITHDRAWN BY APPLICANT***
  - a. Public Hearing

- 14. Public hearing and consideration of approval of an Ordinance regarding ANNEX2022-0004cc: a Voluntary Request for the annexation of approximately 5.00 acres out of the H. B. Hargraves Survey located at 4300 E US 290. Applicant: Daniel Besa**
- a. Applicant Presentation
  - b. Staff Report
  - c. Public Hearing
  - d. ANNEX2022-0004
- 15. Public hearing and consideration of approval of an Ordinance regarding ZA2022-0007: an application for a zoning map amendment from Agriculture (AG) to Commercial Services (CS) for approximately 5.00 acres out of the H. B. Hargraves Survey located at 4300 E US 290. Applicant: Daniel Besa**
- a. Applicant Presentation
  - b. Staff Report
  - c. Planning & Zoning Commission Report
  - d. Public Hearing
  - e. ZA2022-0007
- 16. Public hearing and consideration of approval of DA2022-0002: an application to expand the existing Driftwood Development Agreement by 13.84 acres out of the Forelove Woody Survey being four properties located on FM 150 south of Mariah Drive. Applicant: Stephen R. Delgado, P.E.**
- a. Applicant Presentation
  - b. Staff Report
  - c. Planning & Zoning Commission Report
  - c. Public Hearing
  - d. DA2022-0002
- 17. Discuss and consider approval of a Resolution Annexing 13.9499 acres into the Driftwood Conservation District. Applicant: J. David Rhoades, President**
- 18. Discuss and consider approval of a Special Event Permit Application and Co-Sponsorship Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the 2<sup>nd</sup> Annual Brewers Festival on March 25, 2023. Sponsor: Council Member Sherrie Parks**
- 19. Discuss and consider approval of the Adult Softball Field Use Agreement between the City of Dripping Springs and Logan Lilly and the Thursday Night Adult Softball League. Sponsor: Council Member Parks**
- 20. Discuss and consider approval of a bid submission from Southwest Monument & Sign, and authorization for staff to negotiate an Agreement for the Construction and Installment of the Park System Signage Phase I signs.**
- 21. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**

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

- 22. Discuss and consider approval of a Resolution adopting an Employee Referral Incentive Pilot Program Policy. Sponsor: Council Member Parks**
- 23. Discuss and consider approval of the 2023 HDR Master Transportation Services Agreement and Task Orders. Sponsor: Councilmember Crow**
- 24. Discuss and consider adoption of City of the Dripping Springs budget calendar for Fiscal Year 2024.**
- 25. Discuss and consider approval of Emergency Expenditures related to the ice storm in January 30-February 2, 2023 for tree removal, facility repair, and other repairs of city property and infrastructure. Sponsor: Mayor Foulds, Jr.**

**REPORTS**

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

- 26. January 2023 Maintenance Report**  
*Craig Rice, Deputy Public Works Director*
- 27. Planning Department Report**

**EXECUTIVE SESSION AGENDA**

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

- 28. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project. Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072**
- 29. Consultation with Counsel related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items. Consultation with City Attorney, 551.071**

**UPCOMING MEETINGS**

**City Council & Board of Adjustment Meetings**  
February 21, 2023, at 6:00 p.m. (CC)

March 7, 2023, at 6:00 p.m. (CC & BOA)

March 21, 2023, at 6:00 p.m. (CC)

**Board, Commission & Committee Meetings**

February 8, 2023, Utility Commission at 4:00 p.m.

February 13, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

February 13, 2023, Founders Day Commission at 6:30 p.m.

February 15, 2023, Planning & Zoning Commission at 6:00 p.m.

February 16, 2023, Farmers Market Committee at 10:00 a.m.

February 16, 2023, Emergency Management Commission at 12:00 p.m.

**ADJOURN**

**TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING**

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **February 3, 2023, at 11:30 a.m.** **I certify that this notice of meeting Agenda Amended for Emergency Declaration was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on February 5, 2023, at 3:00 p.m.***

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**City Administrator Michelle Ficher**

**for**

City Secretary Andrea Cunningham

*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.*

**CITY OF DRIPPING SPRINGS**

**DECLARATION No. 2023-D \_\_\_\_\_**

A DECLARATION OF THE CITY OF DRIPPING SPRINGS, TEXAS, DECLARING OF A DISASTER FOR THE CITY OF DRIPPING SPRINGS DUE TO PUBLIC DISASTER RELATED TO SEVERE WEATHER.

**WHEREAS,** beginning on January 30, 2023 the City experienced an extreme and damaging ice storm throughout the City and hill country; and

**WHEREAS,** the City, the residents, and the businesses within the City have been damaged by ice, falling limbs, power outages, and internet outages; and

**WHEREAS,** on February 4, 2023, the Governor of the State of Texas issued a proclamation certifying that the ice storm and severe weather pose a threat of imminent disaster, including widespread and severe property damage, injury, and loss of life, due to significant ice accumulations, sub-freezing temperatures, freezing rain and sleet, hazardous travel disruptions, power outages, and heavy rains; and

**WHEREAS,** significant City of Dripping Springs resources have been activated to deal with the dangerous conditions related to the ice storm and severe weather; and

**WHEREAS,** on February 3, 2023, Hays County Texas issued a disaster declaration related to the icy weather conditions and related harm and damage related to the weather; and

**WHEREAS,** the Mayor, the Emergency Management Director for the City of Dripping Springs on the 5th day of February, 2023 has determined that weather related conditions pose a significant threat of property damage; there is an imminent threat of injury or loss of life or property resulting from:

Icy weather conditions, damaged trees and landscaping, power outages, internet outages, and other related infrastructure and property damage

**WHEREAS,** the Mayor of Dripping Springs has determined that extraordinary measures must be taken to alleviate and prevent the suffering of people and to protect property.

**NOW, THEREFORE, BE IT PROCLAIMED, BY THE MAYOR OF THE CITY OF DRIPPING SPRINGS:**

**Section 1.** That the local state of disaster is hereby declared for Dripping Springs pursuant to Section 418.108(a) of the Texas Government Code.

**Section 2.** The state of disaster shall be for seven (7) days unless and until the disaster declaration is extended by the City Council of the of the City of Dripping Springs.



**Section 3.** Pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

**Section 4.** Pursuant to Section 418.108(d) of the Texas Government Code, the County's declaration and this declaration of a local state of disaster activated the Hays County Emergency Management Plan which is also used by the City of Dripping Springs.

**Section 5.** Pursuant to Chapter 418 of the Texas Government Code and the Texas Local Government Code authorizes the mayor to direct additional orders that allow for the City to efficiently and effectively manage the disaster as deemed appropriate.

**Section 6.** That this declaration authorizes the City to take any actions necessary to to protect and preserve property and life related to the icy weather conditions and related matters.

**Section 7.** That this declaration hereby authorizes the use of all lawfully available enforcement tools.

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


ORDERED this 5th of February, 2023.



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Bill Foulds, Mayor

ATTEST:



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Roman Baligad, Emergency Management Coordinator



Mayor Bill Foulds, Jr.  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620  
[bfoulds@cityofdrippingsprings.com](mailto:bfoulds@cityofdrippingsprings.com)

**February 5, 2023**

The Honorable Greg Abbott  
Governor of Texas  
c/o Chief  
Texas Division of Emergency Management  
P. O. Box 4087  
Austin, Texas 78773-0001

Dear Governor Abbott:

The City of Dripping Springs, Texas is facing significant threats to life, health, and property due to the ice storm and resulting conditions which began on January 30, 2023 and that has risked the damage of infrastructure including roadways, pedestrian walkways, wastewater and water infrastructure, the provision of electricity, and the provision of internet.

The potential impact of this threat is without the ability to clear the fallen or hanging limbs and other disturbed landscape and protect and preserve infrastructure and utilities, the public will be limited in travel and utilities as well as the possibility that further damage to property including homes, business, and city facilities, as well as the danger of falling tree limbs to cars and individuals, is possible.

I have determined that this incident is of such severity and magnitude that an effective response is beyond the capability of the local jurisdiction to control. Pursuant to §433.001 of the Texas Government Code, I am requesting that you issue appropriate directives to deal with the emergency; including access to equipment, assistance in clearing, and funding for cleanup.

Furthermore, I am asking that successive proclamations be issued and remain in effect until the threat of loss of life, injury, or damage to property is contained,

A timely response to this request would be appreciated.

A handwritten signature in black ink, appearing to read "Bill Foulds, Jr.", is written over a horizontal line.

Bill Foulds, Jr.  
Mayor of the City of Dripping Springs





TOTAL SOLAR ECLIPSE

APRIL 8, 2024

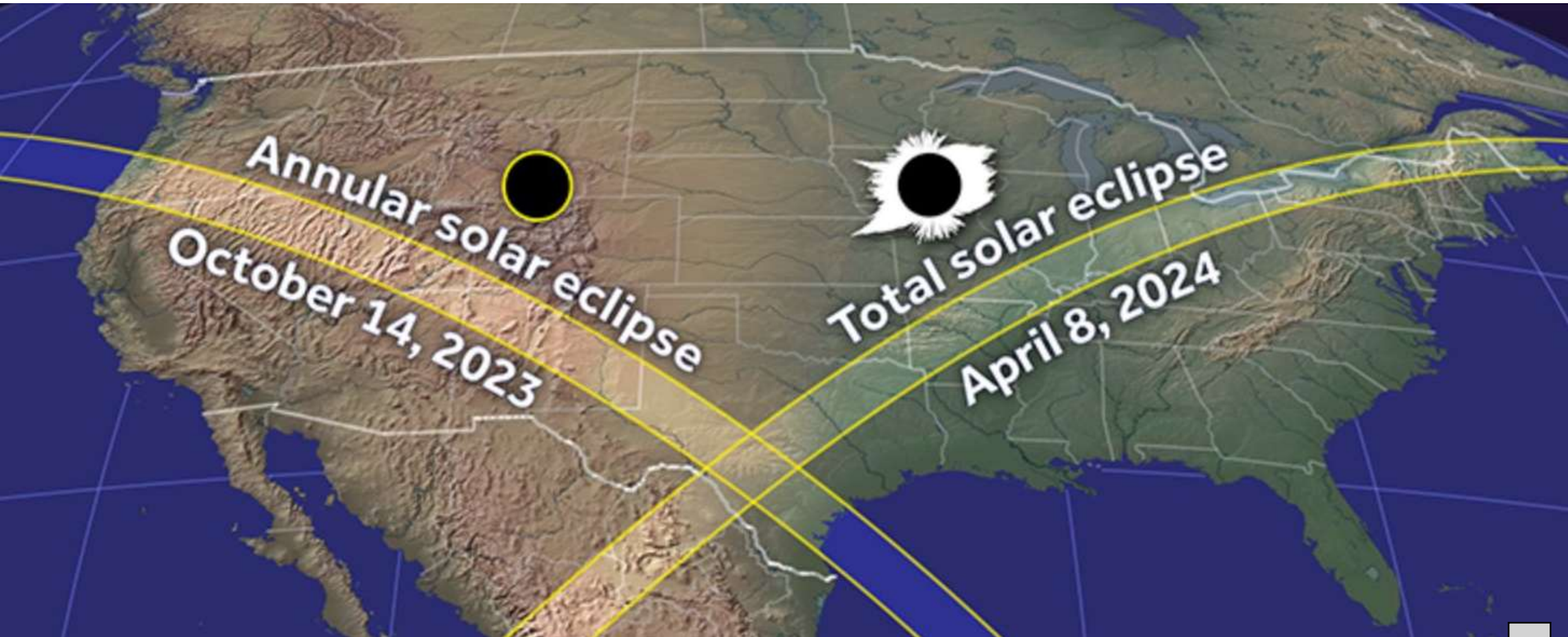
DRIPPING SPRINGS

Once-in-a-Lifetime  
Event Coming to  
Dripping Springs...

The Great North  
American Eclipse of  
2024!

# Annular Solar Eclipse October 14, 2023!

# Total Solar Eclipse April 8, 2024!



The 2023 annular one will not affect us too much. It's our "Practice" One!



## Dripping Springs, Texas, USA

Partial solar eclipse visible (89.46% coverage of Sun)

Magnitude: 0.9389

Duration: 3 hours, 8 minutes, 42 seconds

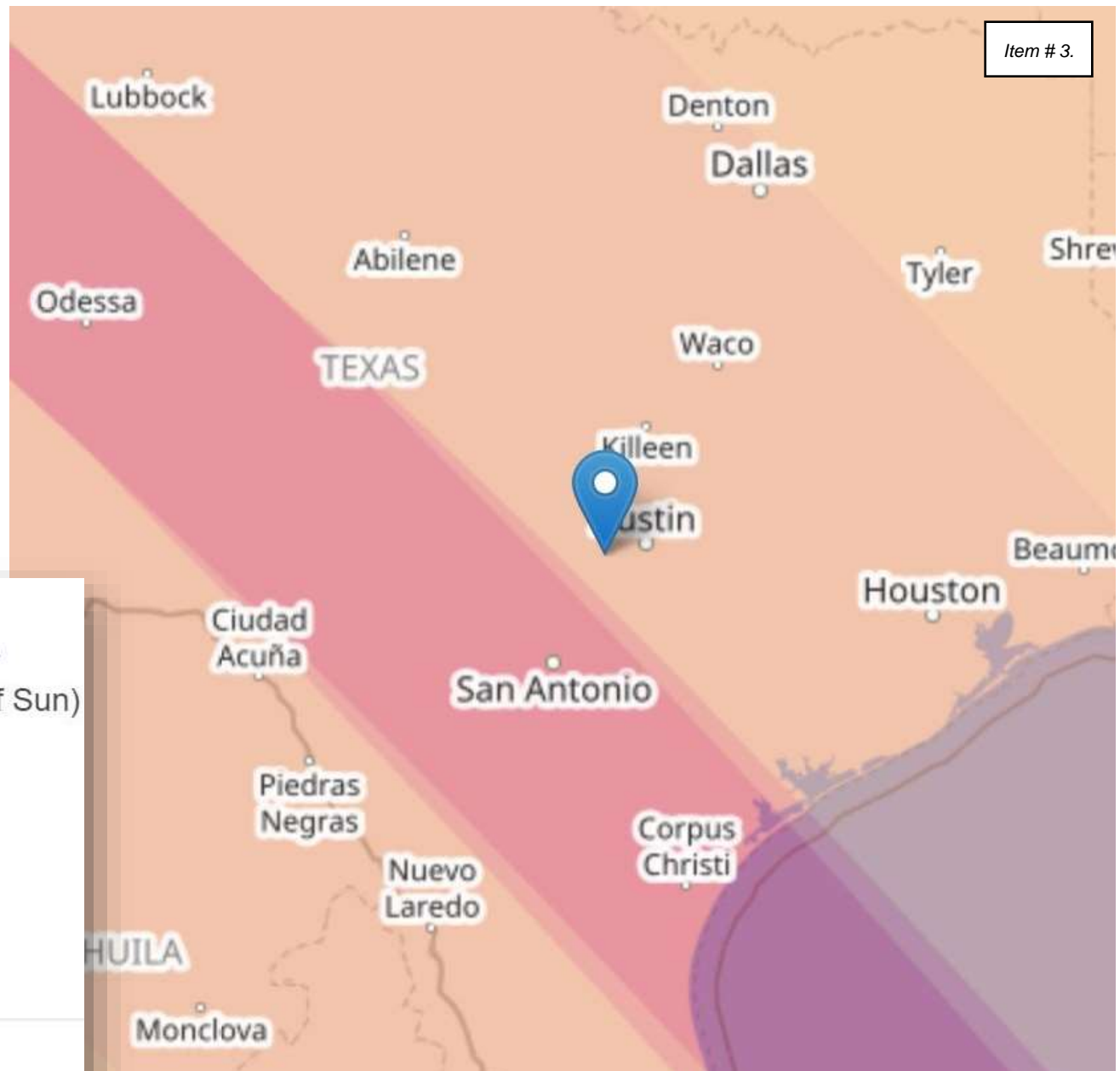
Partial begins: Oct 14 at 10:23:40 am

Maximum: Oct 14 at 11:53:58 am

Partial ends: Oct 14 at 1:32:22 pm

Times shown in local time (CDT)

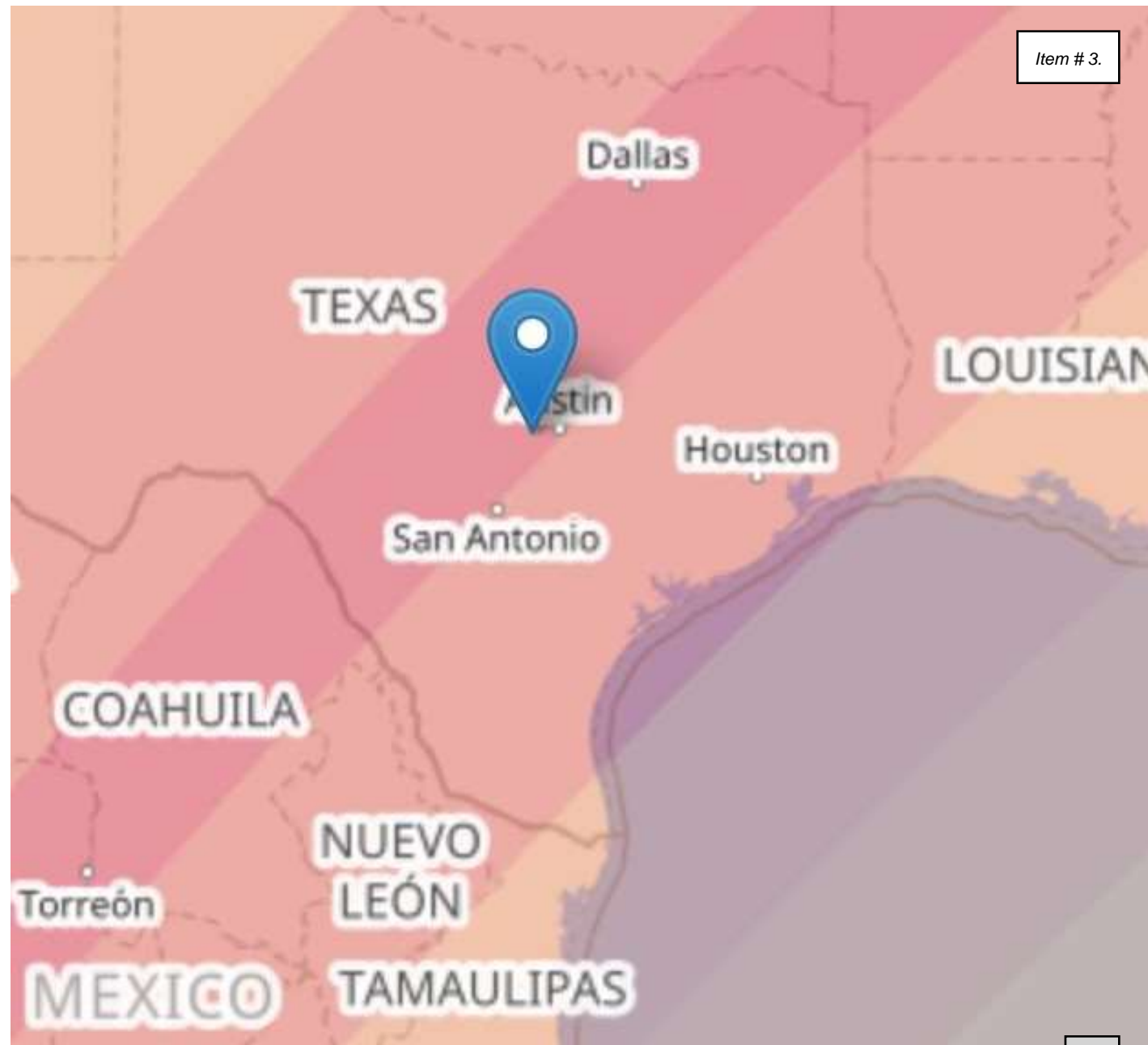
This day was cloudy 57% of the time (since 2000)





However, Dripping Springs  
is directly in the path of  
totality for the April 2024  
Total Solar Eclipse!

100% Coverage of the Sun!



# Some Total Solar Eclipse Facts...

Item # 3.

Happens every 18 months.

Same location every 375 years! Last one here in 1800s.

2017 eclipse witnessed by 20-million people.

DRIPPING SPRINGS  
GATEWAY TO THE  
HILL COUNTRY

# Some Total Solar Eclipse Facts...

Item # 3.

Total darkness – day becomes night.

Animals think it IS night.

Eclipse watchers come from all over the world.

We can expect 3-4x's our normal population!  
Here to watch and traveling through.

Planning is CRITICAL!

DRIPPING SPRINGS  
GATEWAY TO THE  
HILL COUNTRY





Monday, April 8, 2024

Duration: 2 hours, 40 minutes, 55 seconds

Duration of Totality: 3:00 minutes

Starts: 12:16:33 pm

Full Eclipse Begins: 1:34:50 pm

Full Eclipse Ends: 1:37:50 pm

Partial Eclipse Ends: 2:57:28 pm



# Planning Is In the Works...

- We need to plan for traffic; food & lodging; small businesses; and so much more!
- Task Force has been created and meets monthly with reps from City, Chamber, NHEMS, NHCFR, Destination Dripping Springs, DSISD, and more. Goals are to plan and educate.
- Co-Chairs – Lisa and Roman.
- Research on what other cities experiences and planned.
- Initial Areas of Focus
  - Communications/Marketing
  - Parks & Events/Sponsorships
  - Ordinances – Proclamations
  - Tourism
  - Emergency Management
  - Maintenance
  - Food and Lodging
  - Businesses



# Education & Outreach...

Item # 3.

- **Education is a critical part!**
- **Website has been created:**  
*cityofdrippingsprings.com/eclipse*
- **Facebook page created:**  
*facebook.com/CODSeclipse*
- **Targeted email for questions:**  
*eclipse@cityofdrippingsprings.com*
- **Public outreach starting mid-February.**
- **Email newsletter to start late spring.**



# Other Things Happening...

- **DSISD onboard and will cancel school on April 8.**
- **Looking at closing Mercer Street Sunday and Monday:**
  - *Central place for Food trucks, gatherings,*
  - *Booths connected to community*
  - *Subcommittee will be formed*



- **Eclipse glasses:**
  - *Education and safety is key*
  - *We will provide SAFE glasses*
  - *Will seek sponsors*
  - *Subcommittee formed*



- **Other:**
  - *Roman working on Security Package, Maps for traffic control*
  - *Craig/Laura port-a-potties*
  - *Andy looking at fees and other items at Ranch Park and other park logisics*



Let's be prepared... 'Cause Drippin' is about to throw some shade!








# Board of Adjustments Planning Department Staff Report

Item # 4.

**Planning and Zoning Commission Meeting:** February 7, 2023  
**Project No:** VAR2022-0011  
**Project Planner:** Tory Carpenter, AICP, Planning Director

### Item Details

**Project Name:** N/A  
**Property Location:** 444 Katie Drive  
**Legal Description:** Reunion Ranch Phase 2, Section 4, Block 3, Lot 57  
**Applicant:** Ashvin Baru  
**Property Owner:** Ashvin Baru  
**Request:** Applicant is requesting a variance to allow a gazebo within the rear and side property setbacks.  
**Recommendation:** Staff recommends denial of the request. The Planning & Zoning Commission voted unanimously to recommended denial of the request.



**Location Map**

VAR2022-0011  
444 Katie Drive  
Gazebo

— Roads

N

0 40 80 160 Feet

**Overview**

This variance request is associated with a gazebo which was constructed without permits in the Reunion Ranch development. This property is subject to the Reunion Ranch development agreement which established a rear setback of 30’ and a side setback of 5’.

The property owner provided the following description of the hardship and reason for this request:

1. *The concrete pad and gazebo are already constructed and placed in the back yard.*

Code Requirement	Applicant Request	Difference
Structures must be at least 30’ from the rear property line and 5’ from the side property line.	Approximately 2’ from the rear and side property lines	<p><b>28’ from the rear property line</b></p> <p><b>3’ from the side property line</b></p>







**Surrounding Properties**

Direction	Zoning District	Existing Use	Comprehensive Plan
North	ETJ	Single Family	The area is not shown on the city’s comprehensive future land use plan.
East	ETJ	Single Family	
South	ETJ	Single Family	
West	ETJ	Single Family	

**Approval Criteria for Variance (2.22.2-Zoning Ordinance)**

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	There are no special circumstances or conditions affecting the property.
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and by preserving the natural features and topography of the land; and	Staff does not consider a gazebo within the setback to be necessary for the enjoyment of the property.
3. the granting of the variance will not be detrimental	Granting of the variance would not be detrimental to



## Planning Department Staff Report

to the public health, safety or welfare, or injurious to other property within the area; and	public health, safety, welfare, or injurious to other property within the area.
4. the granting of the variance constitutes a minimal departure from this Chapter; and	This variance does not constitute the minimum departure from the impervious cover requirements. The applicant can construct a gazebo within the established setback.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	There is no apparent hardship on this property. Similarly situated properties meet setback requirements.
6. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ol style="list-style-type: none"> <li>a. the public health, safety and welfare may be secured; and</li> <li>b. that substantial justice may be done.</li> </ol>	This request is not consistent with the building setback line requirements.

### Summary and Recommendation

Staff recommends denial of the variance request.

At their January 24, 2023 meeting, the Planning & Zoning Commission voted unanimously to recommend denial of the request.

### Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, 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 Variance request.

### Meetings Schedule

January 24, 2023 Planning & Zoning Commission

February 7, 2023 Board of Adjustments

### Attachments

Attachment 1 – Variance Application

Attachment 2 – Application Materials

Recommended Action	Recommend denial of the requested variance
Alternatives/Options	Recommend approval of the variance with no or alternate conditions.
Budget/Financial impact	N/A
Public comments	None received at this time
Enforcement Issues	N/A
Comprehensive Plan Element	N/A



**DRIPPING SPRINGS**  
Texas

City of Dripping Springs

Item # 4.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION**

Case Number (staff use only): \_\_\_\_\_

**CONTACT INFORMATION**

PROPERTY OWNER NAME ASHVIN BARU

STREET ADDRESS 444 KATIE DRIVE

CITY AUSTIN STATE TX ZIP CODE 78737

PHONE 309 242 3057 EMAIL ABARU3@GMAIL.COM

APPLICANT NAME ASHVIN BARU

COMPANY \_\_\_\_\_

STREET ADDRESS 444 KATIE DR.

CITY AUSTIN STATE TX ZIP CODE 78737

PHONE 309 242 3057 EMAIL ABARU3@GMAIL.COM

APPLICATION TYPE

ALTERNATIVE STANDARD                       VARIANCE

SPECIAL EXCEPTION                                       WAIVER

# PROPERTY INFORMATION

Item # 4.

PROJECT NAME	GAZEBO
PROPERTY ADDRESS	444 KATIE DRIVE, AUSTIN TX 78737
CURRENT LEGAL DESCRIPTION	residential home
TAX ID#	
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:

concrete pad and Gazebo placed in backyard.

- Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

concrete pad and gazebo already constructed and placed in back yard.

- 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:

has already been built closer to fence line

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

ASHVIN BARY

Name

MR.

Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

§

This instrument was acknowledged before me on the 6<sup>th</sup> day of December, 2022 by Michele D. Minardo.

Michele D. Minardo  
Notary Public, State of Texas

My Commission Expires: 04-29-2023

Allin Barr  
Name of Applicant





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:

*Adrian Barr*

*12/6/2022*

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 <b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	Photographs
<input type="checkbox"/>	<input type="checkbox"/>	Map/Site Plan/Plat
<input type="checkbox"/>	<input type="checkbox"/>	Cut/Fill Data Sheet ( <i>if applicable</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevations ( <i>if applicable</i> )
<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



**DRIPPING SPRINGS**  
Texas

**BILLING CONTACT FORM**

Project Name: GAZEBO  
Project Address: 444 KATIE DRIVE  
Project Applicant Name: ASHVIN BARU

**Billing Contact Information**

Name: ASHVIN BARU  
Mailing Address: 444 KATIE Dr.  
AUSTIN TX 78737  
Email: ABARU3@GMAIL.COM Phone Number: 3092423057

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

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

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

Ashvin Bar  
Signature of Applicant

12/6/2022  
Date 29





Received on/by Item # 4.

Date, initials

# DRIPPING SPRINGS Texas

## LIGHTING ORDINANCE COMPLIANCE AGREEMENT

Property Address: 444 KATIE Dr.

Commercial  Residential

Applicant's Name (and Business Name, if Applicable):

ASHVIN BARY

Applicant's Address: 444 KATIE Dr, Austin Tx 78737

Applicant's Email: ABARY3@GMAIL.COM

VOLUNTARY COMPLIANCE with mitigation conditions:

MANDATORY COMPLIANCE:

IF APPLYING FOR:

- |  |   |
|--|---|
| <input type="checkbox"/> Conditional Use Permit                  | <input type="checkbox"/> Site Development Permit        |
| <input checked="" type="checkbox"/> Zoning Amendment Application | <input type="checkbox"/> Sign Permit                    |
| <input type="checkbox"/> Subdivision Approval                    | <input type="checkbox"/> Alcoholic Beverage Permit      |
| <input type="checkbox"/> Building Permit                         | <input type="checkbox"/> Food Establishment Permit      |
|  | <input type="checkbox"/> On-Site Sewage Facility Permit |

By applying for a **Conditional Use Permit, Zoning Amendment Application, Subdivision Approval, or Building Permit** for a major addition, all existing outdoor lighting shall be brought into conformance with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.) before: final inspection, issuance of a certificate of occupancy, or final plot recordation.

Applicants receiving a permit for: **Site Development, Sign Permit** for externally or internally-illuminated outdoor sign, initial **Alcoholic Beverage Permit**, initial **Food Establishment Permit**, and **On-Site Sewage Facility Permit** shall have a maximum of 90 days from permit issuance to conform with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.).

*-If existing lighting is nonconforming, plans for bringing the lighting into conformance are **required** to be attached to this agreement.*

*-If existing lighting is already in conformity with the lighting ordinance, photos of all on-site lighting are **required** to be attached to this agreement for verification.*

*By signing below, I acknowledge that I have read and agreed to these terms and conditions and accept responsibility for conforming to the above stated ordinance specifications:*

ashvin bary  
Signature

12/6/2022  
Date





**DRIPPING SPRINGS**  
Texas

# CITY COUNCIL REGULAR MEETING

## City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 17, 2023 at 6:00 PM

## MINUTES

### CALL TO ORDER AND ROLL CALL

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

**City Council Members present were:**

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

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

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
IT Director Jason Weinstock  
Parks & Community Services Director Andy Binz  
DSRP Manager Emily Nelson  
Special Counsel David Tuckfield

### PLEDGE OF ALLEGIANCE

Council Member Crow led the Pledge of Allegiance.

### PRESENTATION OF CITIZENS

*A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may*

*request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.*

No one spoke during Presentation of Citizens.

### **CONSENT AGENDA**

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

Via unanimous consent the City Council considered Consent Agenda Item 1 separately.

- 1. Approval of the January 3, 2023, City Council regular meeting minutes.**
- 2. Approval of a Joint Election Agreement between the City of Dripping Springs and the Dripping Springs Independent School District (DSISD) related to the May 2023 Municipal General Election.**
- 3. Approval of a Joint Election Agreement between the City of Dripping Springs and Hays County related to the May 2023 Municipal General Election.**
- 4. Approval of an Elections Administration Agreement between the City of Dripping Springs and Hays County regarding Administration of the May 2023 Municipal General Election.**
- 5. Approval of the Appointment of Cook-Off Club Representative Lisa Garza to the Founders Day Commission for an unexpired term ending June 30, 2023.**
- 6. Approval of a Resolution approving Construction Bond for Driftwood Ranch Club Phase 3 Section 2. Applicant: Driftwood Phase III, LLC**  
**Filed as Resolution No. 2023-R05**
- 7. Approval of Authorization for City Staff to Execute a Letter of Support for a TxDOT Transportation Alternatives Grant Application for Shared Use Paths on US 290. Sponsor: Council Member Travis Crow.**
- 8. Approval of the December 2022 City Treasurer's Report.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 2 – 8. Council Member Parks seconded the motion which carried unanimously 5 to 0.

A motion was made by Council Member Tahuahua to approve Consent Agenda Item 1. Council Member Parks seconded the motion which carried 4 to 0 to 1, with Mayor Pro Tem Manassian abstaining.

## **BUSINESS AGENDA**

- 9. Discuss and consider approval of a Rate Reduction Request from the Dripping Springs United Methodist Church for the Dripping Springs Wild Game Dinner to be held February 18, 2023, at Dripping Springs Ranch Park. Applicant: John Rogers, Dripping Springs United Methodist Church**

Emily Nelson presented the staff report which is on file. Staff and the DSRP Board recommend denial of the request for an additional reduction in fees, as the applicant is already receiving the standard twenty-five percent (25%) fee reduction for non-profit organizations.

Matt Rogers, Wild Game Dinner President, spoke regarding the request for additional fee reduction.

A motion was made by Council Member Crow to deny approval of a request for additional rate reductions from the Dripping Springs United Methodist Church for the Dripping Springs Wild Game Dinner to be held February 18, 2023, at Dripping Springs Ranch Park. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

- 10. Discuss and consider approval of a Co-Sponsorship Agreement between the City of Dripping Springs and the Dripping Springs Ag Boosters. Sponsor: Council Member Parks**

Emily Nelson presented the staff report which is on file. Staff and the DSRP Board recommend approval of the agreement.

A motion was made by Council Member Parks to approve a Co-Sponsorship Agreement between the City of Dripping Springs and the Dripping Springs Ag Boosters. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

- 11. Discuss the City of the Dripping Springs budget calendar for Fiscal Year 2024.**

Shawn Cox presented the staff report which is on file.

No action was taken regarding this item.

- 12. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**

**a. Staff Report** – Shawn Cox presented the staff report which is on file. Staff recommends approval of the ordinance.

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

**c. Budget Amendment Ordinance** – A motion was made by Council Member Parks to approve an Ordinance of the City of Dripping Springs, Texas amending the current 2022-

2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2023-01**

- 13. Discuss and consider approval of a Resolution of the City of Dripping Springs Amending Regulations for the Placement of Signs on City Property during Elections and for Public Awareness.** *Sponsor: Mayor Foulds, Jr.*

Laura Mueller presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Council Member Parks to approve a Resolution of the City of Dripping Springs Amending Regulations for the Placement of Signs on City Property during Elections and for Public Awareness, with the following changes:

- (1) Section (a)1: strike *5 p.m.* and replace with *7 p.m.*; and
- (2) Section (a)3: after *than* insert *four square feet (4 sq ft) including, but not limited to.*

Council Member Crow seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2023-R06**

- 14. Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas adding subsection (d) to Section 20.05.008 (Specific Line Extension Charges) of the City’s Code of Ordinances to Adopt the “West Interceptor Line Extension Charge (Segment 1).** *Sponsor Mayor Bill Foulds*

Mayor Foulds recused from the item and stepped down from the dais. Mayor Pro Tem Manassian presided over the meeting.

Ginger Faught presented the staff report which is in file. Staff recommends approval of the ordinance.

A motion was made by Council Member Tahuahua to approve an Ordinance of the City of Dripping Springs, Texas adding subsection (d) to Section 20.05.008 (Specific Line Extension Charges) of the City’s Code of Ordinances to Adopt the “West Interceptor Line Extension Charge (Segment 1). Council Member Crow seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2023-02**

Mayor Foulds, Jr. returned to the dais and presided over the remainder of the meeting.

**REPORTS**

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

Reports are on file and available for review upon request.



15. **December Maintenance Report**  
*Craig Rice, Deputy Public Works Director*
16. **Comprehensive Plan Update**  
*Tory Carpenter, Planning Director*
17. **Monster Truck Event Report**  
*Emily Nelson, DSRP Manager*
18. **Planning Department Report**  
*Tory Carpenter, Planning Director*

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 19 – 20. Council Member Crow seconded the motion which carried unanimously 5 to 0.

#### **EXECUTIVE SESSION AGENDA**

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

19. **Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.**  
*Consultation with City Attorney, 551.071, Deliberation of Real Property, 551.072*
20. **Consultation with Counsel related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items.**  
*Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 6:54 – 7:11 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:11 p.m.

#### **UPCOMING MEETINGS**

##### **City Council & Board of Adjustment Meetings**

February 7, 2023, at 6:00 p.m. (CC & BOA)  
February 21, 2023, at 6:00 p.m. (CC)  
March 7, 2023, at 6:00 p.m. (CC & BOA)  
March 21, 2023, at 6:00 p.m.(CC)

##### **Board, Commission & Committee Meetings**

January 19 2023, Farmers Market Committee at 10:00 a.m.

January 19, 2023, Emergency Management Commission at 12:00 p.m.  
January 23, 2023, Transportation Committee at 3:30 p.m.  
January 23, 2023, Founders Day Commission at 6:30 p.m.  
January 24, 2023, Planning & Zoning Commission at 6:00 p.m.  
January 25, 2023, Economic Development Committee at 4:00 p.m.  
February 4, 2023, DSRP Board at 11:00 a.m.  
February 5, 2023, Historic Preservation Commission at 4:00 p.m.

## **ADJOURN**

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

This regular meeting adjourned at 7:11 p.m.

**APPROVED ON:** February 7, 2023

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



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

**Submitted By:** Andrea Cunningham, City Secretary

**Council Meeting Date:** February 7, 2023

**Agenda Item Wording:** **Approval of a Resolution Appointing Walt Smith to the Tax Increment Reinvestment Zone No. 1 and No. 2 Board of Directors Place 7, for a term ending December 31, 2024.**

**Agenda Item Requestor:** Michelle Fischer, City Administrator

**Summary/Background:** **Member Responsibilities - Section 2.04.224**

The TIRZ board shall act as an advisory board to the city council in the operation and administration of the TIRZ; all action by the board is subject to city council approval. The authority and responsibility of the board expressly includes:

- (1) Make recommendations to the city council regarding the administration of this division.
- (2) Make recommendations to the city council regarding agreements that are necessary or convenient to implement the project plan and reinvestment zone financing plan.
- (3) Make recommendations to the city council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.
- (4) Make recommendations to the city council regarding the expenditure of TIRZ funds related to development and redevelopment of land within the zone, in conformance with the following process.
- (5) Acting as the lead entity in working with other boards and commissions regarding incentives, regulations, infrastructure and all other physical and economic development decisions related to the TIRZ district.
- (6) Providing a progress report to the city council annually, or as requested by the city council.

**Member Selection – Section 2.04.223**

- (a) Beginning January 1, 2021, members shall initially serve staggering terms with even numbered places serving a two-year term and odd numbered places serving a one-year term, after which all places shall serve a two-year term. For members appointed by city council, when

appointed for each term, the city council will determine which member will be in each place. For members appointed by the county, the county will determine which member is in each place.

- (b) Vacancies on the board may be filled by appointment of the city council for the unexpired term.

**Membership Requirements – Section 2.04.222**

All regular board members shall be at least 18 years of age and a resident of the county. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the board.

**Officer Appointments – 2.04.225**

The city council shall appoint a chair, as established in section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The board may appoint other officers as it may establish in its bylaws.

**Current Membership**

<b>Member</b>	<b>Place</b>	<b>Term</b>
Dave Edwards, Chair	Place 1	12/31/24
Craig Starcher	Place 2	12/31/23
Taline Manassian, Vice Chair	Place 3	12/31/24
James Alexander	Place 4	12/31/23
Missy Atwood	Place 5	12/31/24
Susan Kimball	Place 6	12/31/23
<b>Walt Smith</b>	<b>Place 7</b>	<b>12/31/22</b>

**Vacancies and Applicants**

There is a current vacancy for Place 7, Hays County Representative. The Hays County Commissioners Court has nominated Walt Smith to serve as their representative. Additionally, the court approved the nomination of Susan Kimball to serve as representative with a term ending December 31, 2025.

Pursuant to City Ordinance related to the appointment of members, the City Secretary will provide for the appointment of Place 6 when that term has ended, or the current member has resigned their position.  
or this board.

**Board  
Recommendations:**

The TIRZ Board supports the reappointment of Walt Smith for a term ending December 31, 2024.



**Recommended  
Council Actions:**

Staff recommends approval of the reappointment of Walt Smith as the Hays County Representative for a term ending December 31, 2024.

**Attachments:**

1. Resolution

**Next Steps/Schedule:**

1. Inform board members of City Council decision.
2. Update website and roster.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2023-R\_\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,  
APPOINTING MEMBERS TO PLACE 6 OF THE CITY OF DRIPPING  
SPRINGS TAX INCREMENT REINVESTMENT ZONE NO. 1 AND TAX  
INCREMENT REINVESTMENT ZONE NO. 2 BOARD OF DIRECTORS.

**WHEREAS**, the City Council of the City of Dripping Springs, Texas (the “City”), desires to promote the development of a certain geographic area within its jurisdiction by the creation of a reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”), as amended; and

**WHEREAS**, Section 311.009 of the Act requires the City Council to appoint between 5 and 15 members to the Board of Directors; and

**WHEREAS**, the City created the Tax Increment Reinvestment Zones on November 29, 2016, by ordinance and set the number of board members at seven; and

**WHEREAS**, the terms for Place 6, of the TIRZ Board have been expired; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council hereby appoints:

Place 6: Walt Smith for 2-year-term

to the Board of Directors of the Tax Increment Reinvestment Zone 1 and 2 Boards of Directors.

Section 3. This Resolution shall take effect immediately from and after its passage in accordance with law and it is accordingly so resolved.

Section 4. This Resolution does not require the City Council to take future action or to adopt the final project plan and financing plan.

**PASSED AND APPROVED this, the 7<sup>th</sup> day of February 2023, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas:**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary



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

**Submitted By:** Andrea Cunningham, City Secretary

**Council Meeting Date:** February 7, 2023

**Agenda Item Wording:** **Approval of the Appointment of Catherine (Cathy) Gieselman as Deputy City Secretary of the City of Dripping Springs.**

**Agenda Item Requestor:** Andrea Cunningham, City Secretary

**Summary/Background:** With approval of the Fiscal Year 2023 Budget, the City Council approved the addition of a Deputy City Secretary. Four interviews were completed, and the position was offered to Cathy Gieselman who accepted and started with the City on January 17, 2023.

Pursuant to the attached job description, the Deputy City Secretary shall perform the duties of the City Secretary in their absence. Per the City's Code of Ordinance, the City Council appoints the City Secretary; therefore, staff requests the appointment of the Deputy City Secretary to ensure that they may serve in the official capacity of the City Secretary should they be absent.

**Recommended Council Actions:** Staff recommends approval of the Appointment of Cathy Gieselman as the Deputy City Secretary.

**Attachments:** Deputy City Secretary Job Description

**Next Steps/Schedule:**

1. Ensure completion of Texas Municipal Clerks Certification
2. Ensure DCS obtains Notary Public Certification
3. Continue training in those duties to be performed in the absence of the City Secretary





## **DEPUTY CITY SECRETARY FULL-TIME NON-EXEMPT**

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### **A. GENERAL PURPOSE**

Provides assistance to the City Secretary including assistance with the following: legal and proper notice of official meetings of the City, notices, ordinances, and elections; maintenance and custodianship of the minutes of City meetings; conduction of City elections; records administration; public information requests; and other duties as assigned. Provides a variety of routine and complex administrative, customer service, and technical work in the administration of municipal government.

### **B. SUPERVISION RECEIVED**

Works under the general direction of the City Secretary.

### **C. SUPERVISION EXERCISED**

Exercises supervision over staff as assigned, including with all areas of document retention and release.

### **D. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Assists City Secretary with legal and proper notice of agendas of all official meetings of the City Council and Commissions, notices, ordinances, and elections.
2. Exercises discretion in documenting, publishing, and archiving official City records, such as City Council and Commission minutes, ordinances, resolutions, contracts, agreements, correspondence, deeds, and easements, as required by state law regarding records retention and open records.
3. Assists City Secretary with maintenance of internet publication of the City's Code of Ordinances.
4. Assists City Secretary with the reproduction, distribution, and archiving of City Council, Board, Committee, and Commission agendas, agenda packet materials, documents, and minutes.

5. Attends City Council, Commission, Board, and Committee meetings as needed, including those held in the evenings and outside normal business hours.
6. Prepares and preserves accurate minutes for meetings.
7. Distributes ordinances, resolutions, and other documents to various City departments, outside governmental agencies, residents, applicants, and other requestors.
8. Publishes, posts, and mails notices of certain public hearings and ordinances in accordance with state law.
9. Assists City Secretary with the administration of municipal elections.
10. Assists City Secretary with contract management.
11. Serves as support staff for the Office of the Mayor and City Council and performs related tasks including but not limited to secretarial support for general office duties, liaison between the public and the City Council, and ceremonial functions.
12. Processes public information requests in compliance with Texas Public Information Act.
13. Provides access to and maintains public documents on the City's website.
14. Process TABC applications and manages City Alcohol Beverage Permits.
15. Represents the City at various conferences and meetings.
16. Attends professional development workshops/conferences. Travels to various destinations in and out of the City.
17. Performs other duties as assigned.

#### **E. EDUCATION AND EXPERIENCE**

Must possess High School Diploma or GED PLUS.

Texas Municipal Clerk Certification preferred or able to acquire certification within three years of hire date.

Graduation from an accredited junior college, college, or university with a degree preferred.

#### **F. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES**

1. Skill in operating the listed tools and equipment.

2. Ability to establish and maintain effective working relationships with employees, City officials, and the general public.
3. Ability to communicate effectively orally and in writing.
4. Ability to type, file, sort documents, and post notices.
5. Ability to handle confidential and sensitive information while maintaining confidentiality.
6. Skill, tact, and diplomacy as liaison between Mayor, City Council, City staff, state, city, and county officials, media, consultants, and the general public.

#### **G. TOOLS AND EQUIPMENT USED**

Personal computer, including word processing and spreadsheet software; 10-key calculator; phone; copy machine; and tape recorder.

#### **H. SPECIAL REQUIREMENTS**

A valid state driver's license.

Notary Public License or ability to obtain license within three (3) months.

While performing the duties of this job, the employee is frequently required to sit, communicate orally, move equipment and documents throughout building. The employee is occasionally required to move around the building and travel to other locations.

The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of office supplies, files, equipment, and furniture. Ability to read electronic and paper documents.

#### **I. WORK HOURS**

This is a forty hour per week position. Core work hours are between 8:00 am and 5:00 pm including one unpaid hour for lunch, Monday through Friday except holidays. This is a full-time non-exempt position and eligible for overtime pay under the "CITY OF DRIPPING SPRINGS PERSONNEL MANUAL" and pursuant to the needs of the City and at the direction of the City Secretary. Any overtime hours performed must be preapproved by the City Secretary or City Administrator.

#### **J. SALARY**

Salary is commensurate with the position. Pay days are every other Friday or as otherwise determined by the "City of Dripping Springs Personnel Manual."

#### **K. BENEFITS**

Benefits shall be in accordance with those outlined in the “CITY OF DRIPPING SPRINGS PERSONNEL MANUAL”, as may be modified by the employee’s offer letter and subsequent revisions to the Manual.

#### **L. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Ginger Faught at (512) 858-4725.

**Please note:** *This Position Description is not a contract and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.*



**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2023-\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, CALLING THE GENERAL ELECTION FOR OFFICERS TO BE HELD WITHIN SAID MUNICIPALITY ON MAY 6, 2023, AND MAKING PROVISION FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE HOLDING OF SUCH ELECTION.

**WHEREAS**, the regular municipal election day for the City of Dripping Springs, Texas (“City”), is the uniform election day occurring the first Saturday on May 6, 2023; and

**WHEREAS**, the terms for Council Member Place 1, Council Member Place 3, and Council Member Place 5 are scheduled to expire at the next uniform election date; and

**WHEREAS**, Section 3.004 of the Texas Election Code requires the governing body of a city to order an election for its officers and post notice or Order of Election (*Attachment “A”*).

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

**1. ELECTION**

- A. An Election (the “Election”) is hereby ordered to elect municipal officers for Council Member Place, 1, Council Member Place 3 and Council Member Place 5.
- B. The Election shall be held on the next uniform election date of May 6, 2023.
- C. The hours during which the polling place is to be open at the Election shall be from 7:00 a.m. to 7:00 p.m.
- D. Said Election date is 78 or more days from the date of the adoption of this Ordinance (the “Order”) as required by Section 3.005 of the Texas Election Code. The Election shall be solely in the territorial boundaries of the City. All resident, qualified voters of Dripping Springs shall be entitled to vote.

**2. POSITIONS**

At such Election, candidates for the following Places shall be submitted:

Place 1 – Council Member  
Place 3 – Council Member  
Place 5 – Council Member

### 3. BALLOTS

Ballots shall be prepared in accordance with the Texas Election Code, so as to permit the electors to vote for the candidate(s) of their choice.

### 4. CONDUCT OF ELECTION

The Election shall be conducted by election officers appointed by the City Council in accordance with the Texas Election Code, the Constitution and laws of the State of Texas and the United States of America.

### 5. APPOINTMENTS

- A. The City Council hereby appoints the Hays County Elections Administrator as the election officer for the sole purpose of conducting the Election, early voting related thereto, tabulation of votes and the custody of any records from such election. This appointment includes services as the Early Voting Clerk for the Election, except for the receipt of applications and ballots for early voting by mail, provision for which is specifically made in Section 8, below.
- B. The City Council hereby delegates the authority to the Hays County Election Administrator to appoint the Election Judge and Alternate Election Judge. The Mayor is authorized to appoint alternates, if necessary.
- C. The rate of pay for each Election Judge and Clerk shall be in accordance with state law.

### 6. PRECINCTS & POLLING PLACES

- A. The territorial boundaries of the City of Dripping Springs are hereby designated as the voting precinct for this Election.
- B. Election Day Polling places shall be:

**Dunbar Center**

801 Martin Luther King Drive  
San Marcos, TX 78666

**Broadway (Blue Building, Rear Parking Lot)**

401 Broadway Street #C  
San Marcos, TX 78666

**Hays County Government Center**

712 S. Stagecoach Trail #1012  
San Marcos, TX 78666

**San Marcos Housing Authority/CM Allen**

820 Sturgeon Drive  
San Marcos, TX 78666

**LBJ Student Center**

601 University Drive  
San Marcos, TX 78666

**Hays CISD Arnold Transportation Bldg.**

21009 Interstate 35  
Kyle, TX 78640

**Main Office, Hays CISD Transportation**  
2385 High Road  
Uhland, TX 78640

**Wallace Middle School**  
1500 West Center Street  
Kyle, TX 78640

**McCormick Middle School**  
5700 Dacy Lane  
Kyle, TX 78640

**Wimberley Community Center**  
14068 Ranch Road 12  
Wimberley, TX 78676

**Hays Hills Baptist Church**  
1401 FM 1626  
Buda, TX 78610

**Dripping Springs ISD Administration Bldg.**  
511 Mercer Street  
Dripping Springs, TX 78620

**Hays Precinct 4 Office**  
195 Roger Hanks Parkway  
Dripping Springs, TX 78620

C. Election Day Polling places shall be open May 6, 2023, from 7:00 a.m. – 7:00 p.m.

## **7. INFORMATION IN SPANISH**

Notices, instructions, ballots and other written material pertaining to the Election shall be translated into the Spanish language. This material shall be furnished to voters in both English and Spanish in order to enable voters to properly participate in the election process. In addition, the City shall provide the services of a translator speaking both English and Spanish languages to voters who notify the City of the need for such services.

## **8. EARLY VOTING BY MAIL**

The City Secretary shall serve as Early Voting Clerk solely for the purpose of receiving ballot applications for ballots to be voted by mail. Ballot applications submitted by mail shall be addressed to the following address:

City of Dripping Springs  
Attn: Early Voting Clerk  
P.O. Box 384  
Dripping Springs, TX 78620

The City Secretary for Dripping Springs shall collect all applications for ballots received by the City at the above address during the period allowed by the Texas Election Code and deliver to the Hays County Elections Administrator.

## **9. EARLY VOTING BY PERSONAL APPEARANCE**

A. The Hays County Elections Administrator shall serve as the Early Voting Clerk for all other purposes. The Early Voting Clerk shall have the authority to designate such Deputy Early Voting Clerks as may be necessary to staff the Early Voting Polling Place established under

this order.

**B. The Early Voting polling places shall be:**

**Hays County Government Center**  
712 S. Stagecoach Trail #1012  
San Marcos, TX 78666

**Broadway (Blue Building, Rear Parking Lot)**  
401 Broadway Street #C  
San Marcos, TX 78666

**LBJ Student Center**  
601 University Drive  
San Marcos, TX 78666

**Hays CISD Arnold Transportation Bldg.**  
21009 Interstate 35  
Kyle, TX 78640

**Buda Elementary, Upper Campus**  
300 North San Marcos Street  
Buda, TX 78610

**Wimberley Community Center**  
14068 Ranch Road 12  
Wimberley, TX 78676

**Dripping Springs ISD Administration Bldg.**  
511 Mercer Street  
Dripping Springs, TX 78620

**C. Early Voting polling places shall be open:**

**Monday, April 19, 2021**  
7:00 a.m. – 7:00 p.m.

**Tuesday, April 20, 2021 – Friday April 23, 2021**  
8:00 a.m. – 5:00 p.m.

**Saturday, April 24, 2021**  
10:00 a.m. – 2:00 p.m.

**Monday, April 26, 2021**  
7:00 a.m. – 7:00 p.m.

**Tuesday, April 27, 2021**  
8:00 a.m. – 5:00 p.m.

## 10. CANVASSING OF RETURNS

The Hays County Elections Administrator shall make a written return of the Election results to the City Council in accordance with the Texas Elections Code. The City Council shall canvass the returns and declare the results of the Election in accordance with the Texas Election Code.

## 11. NOTICE OF ELECTION

Notice of Election (*Attachment "A"*) and Order of Election (*Attachment "B"*) shall be published one time in both the English and Spanish languages, in a newspaper published within the Dripping Springs' territory at least ten (10) days and no than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board used by the City Council to post notices of its City Council meetings no later than the twenty-first (21st) day before the Election.



## 12. AUTHORIZATION TO EXECUTE

The Mayor of the City of Dripping Springs is authorized to execute, and the City Secretary is authorized to attest this Ordinance on behalf of the City Council. The Mayor is further authorized to do all other things legal and necessary in connection with the ordering, holding and consummation of the Election.

## 13. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

## 14. PROPER NOTICE & MEETING

A quorum of the City Council was present at the meeting at which this Ordinance was adopted. The meeting was open to the public and public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government.

**PASSED & APPROVED this, the 7<sup>th</sup> day of February 2023, by a vote of \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

## CITY OF DRIPPING SPRINGS:

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

**ORDER OF GENERAL ELECTION FOR MUNICIPALITIES  
ORDEN DE ELECCIÓN GENERAL PARA MUNICIPIOS**

An election is hereby ordered to be held on May 6, 2023, for the purpose of voting on:  
*(Por la presente se ordena celebrar una elección el 6 de mayo de 2023, con el propósito de votar sobre.)*

List Offices/Propositions/Measures on the ballot *(Enúmere los puestos/proposiciones/medidas oficiales en la boleta):*

**City Council Member Place 1**

**City Council Member Place 3**

**City Council Member Place 5**

Early voting by personal appearance will be conducted each weekday at *(La votación adelantada en persona se llevará a cabo de lunes a viernes en):*

**The Main Early Voting Location *(sitio principal de votación adelantada)***

Hays County Government Center	7:00 a.m. – 7:00 p.m.	April 24, 2023
712 South Stagecoach Trail	8:00 a.m. – 5:00 p.m.	April 25 – 28, 2023
San Marcos, TX 78666	10:00 a.m. – 2:00 p.m.	April 29, 2023
	7:00 a.m. – 7:00 p.m.	May 1, 2023
	8:00 a.m. – 5:00 p.m.	May 2, 2023

**Branch Early Voting Locations *(sitio principal de votación adelantada)***

7:00 a.m. – 7:00 p.m.	April 24, 2023
8:00 a.m. – 5:00 p.m.	April 25 – 28, 2023
10:00 a.m. – 2:00 p.m.	April 29, 2023
7:00 a.m. – 7:00 p.m.	May 1, 2023
8:00 a.m. – 5:00 p.m.	May 2, 2023

Broadway (Blue Building, Rear Parking Lot) 401 Broadway Street #C San Marcos, TX 78666	LBJ Student Center, Texas State University 601 University Drive San Marcos, TX 78666
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Arnold Transportation Building (HCISD Admin) 21009 Interstate 35 Frontage Road Kyle, TX 78640	Upper Campus, Buda Elementary (Kunkel Room) 300 North San Marcos Street Buda, TX 78610
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Wimberley Community Center (Blanco Room) 14068 Ranch Road 12 Wimberley, TX 78676	Dripping Springs ISD Administration Building 511 Mercer Street Dripping Springs, TX 78620
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**Applications for ballot by mail shall be mailed to:**  
***(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)***

Hays County Early Voting Clerk  
712 South Stagecoach Trail, Suite 1012  
San Marcos, TX 78666-6294  
(512) 393 – 7310  
[elections@co.hays.tx.us](mailto:elections@co.hays.tx.us)  
<https://hayscountytexas.com/departments/elections/>

Applications for Ballots by Mail (ABBM) must be received no later than the close of business on:  
*(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)*

**Tuesday, April 25, 2023**

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
*(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)*

**Tuesday, April 25, 2023**

Issued this 7<sup>th</sup> day of February 2023.  
*(Emitida este día 7<sup>th</sup> de febrero de 2023.)*

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_  
Taline Manassian, Mayor Pro Tem

\_\_\_\_\_  
Wade King, Council Member Place 2

\_\_\_\_\_  
Geoffrey Tahuahua, Council Member Place 3

\_\_\_\_\_  
Travis Crow, Council Member Place 4

\_\_\_\_\_  
Sherrie Parks, Council Member Place 5



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

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**Submitted By:** Laura Mueller, City Attorney

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**Council Meeting Date:** February 7, 2023

**Agenda Item Wording:** **Approval of a Rate Adjustment for an Agreement with Chapman Law Firm, P.C.** *Sponsor: Mayor Bill Foulds, Jr.*

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**Agenda Item Requestor:** Jeff Chapman

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**Summary/Background:** The City has used Jeff Chapman for special projects related to construction contracts for many years. This rate increase reflects new rates for the attorneys at the Chapman Law Firm and encompasses all costs related to his services. Jeff Chapman is the leading expert in municipal construction law in the state.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Acceptance of rate increase.

**Attachments:** Agreement, Rate Increase

**Next Steps/Schedule:**



The Chapman Firm  
3410 Far West Boulevard  
Suite 210  
Austin, Texas 78731  
PHONE: 512.872.3840  
FAX: 512.879.9033  
chapmanfirmtx.com

January 17, 2023

*Via e-mail:*

City of Dripping Springs  
c/o Michelle Fischer  
P.O. Box 384  
Dripping Springs, TX 78620  
*mfischer@cityofdrippingsprings.com*

Re: 2023 Rate Schedule

Dear Ms. Fischer:

I am writing to provide you with an update about The Chapman Firm PLLC and to address our relationship moving into 2023. As in prior years, this year has provided opportunities to serve many existing and new clients. We extend thanks to you and all our clients for the trust and reliance you place in us to represent you as legal counsel.

In 2022, the Firm added additional lawyers and paralegals to maintain the highest level of service and attention possible to each of our clients. The Firm expects continued growth in 2023.

As has been the case since the Firm first opened its doors on March 1, 2014, we are committed to providing all of our clients the highest level of service and representation in an efficient and economically reasonable manner. As a small, growing business, the Firm recognizes the economic considerations that drive decisions and activities. We remain cognizant of those considerations both in the way we provide representation to our clients and in the way we operate the Firm. Those considerations constitute some of the Firm's core values and are expressed as our Balanced Approach.

Apart from our growth and success as a Firm, the current economic environment has created challenges. With inflation affecting our cost of service and the cost of living for all Firm employees, we have seen increases in costs for personnel, insurance, technology, office space, and other operational costs which have prompted the Firm to review and revise its rate structure. In order to facilitate our growth, maintain our obligations to our personnel, and sustain our commitment to our clients, the Firm has experienced and expects to see an increase in costs in 2023.

Controlling those costs remains challenging and we strive to find a balance between lean efficiency and robust resources to ensure our service to you remains at a high level. Unlike many other firms, we do not include itemized costs on our invoices to our clients. We feel our rate structure should encompass all overhead and general operating costs. Rather than using additional fees or mark-ups on expenses as a hidden profit center, we absorb virtually all cost into our rates. As a result, the Firm feels



January 17, 2023

Item # 9.

that a rate increase for 2023 is necessary to allow our firm, and more importantly—our people—to adjust to increased expenses and tightening of budgets.

In accordance with your engagement letter for hourly services with the Firm, this letter serves as a formal notice of adjustment of the Firm’s hourly rates for 2023. Attached to this letter you will find a revised rate sheet. Please do not hesitate to contact me if you have any questions or concerns about these new rates.

Also, please keep in mind that the Firm is always willing to discuss alternative fee arrangements such as flat fees, monthly retainers, and contingency or modified contingency agreements. We remain willing and able to structure fees based on your specific needs and any particular matters you bring to us.

Again, thank you for your continued business. Everyone at the Firm genuinely appreciates it. We wish you a successful year.

Sincerely,



Jeff Chapman

JSC:sal  
Enclosures

**THE CHAPMAN FIRM, PLLC**

**2023 FEE SCHEDULE  
Reduced Billing Rates**

**PARTNERS**

Jeffrey S. Chapman	<b>\$450.00</b>
Erik G. Moskowitz	<b>\$415.00</b>
Jerry Negrete	<b>\$385.00</b>

**SENIOR COUNSEL**

Tiffany N. Leal	<b>\$370.00</b>
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**ASSOCIATES**

Lyndsey D. Vicknair	<b>\$350.00</b>
Kerrie Vacalis	<b>\$340.00</b>
T. Nathaniel Lombardo	<b>\$300.00</b>
Lama Z. Zakzok	<b>\$285.00</b>

**OTHER**

Senior Paralegal	<b>\$190.00</b>
Paralegal	<b>\$100.00</b>



The Chapman Firm PLLC  
3410 Far West Boulevard  
Suite 210  
Austin, Texas 78731  
PHONE: 512.872.3840  
FAX: 512.879.9033  
chapmanfirmtx.com

February 15, 2019

*Via Email: [mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)*

Ms. Michelle Fischer  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620

Re: 2019 Rate Schedule

Dear Ms. Fischer:

I am writing to provide you an update about The Chapman Firm PLLC and to address our relationship moving into 2019. As you may know, the Firm has experienced significant growth in the past few years. We thank you and all of our clients for trusting us to provide legal services and enabling that growth. In order to maintain the highest level of service and attention possible to each of our clients, the Firm will continue to grow in 2019. We are in the process of hiring additional support staff and attorneys to ensure that we have the capacity, skills, and experience to best serve all of our clients.

As has been the case since the Firm first opened its doors on March 1, 2014, we are committed to providing all of our clients the highest level of service and representation in an efficient and economically reasonable manner. As a small, growing business, the Firm recognizes the economic considerations that drive decisions and activities. We remain cognizant of those considerations both in the way we provide representation to our clients and in the way we operate the Firm. Those considerations constitute some of the Firm's core values and are expressed as our Balanced Approach.

In order to facilitate our growth and commitment to our clients, the Firm will realize an increase in costs. Controlling those costs remains challenging and we strive to find a balance between lean efficiency and robust resources to ensure our service to you remains at a high level. Unlike many other firms, we do not include itemized costs on our invoices to our clients. We feel our rate structure should encompass all overhead and general operating costs. Rather than using additional fees or mark-ups on expenses as a hidden profit center, we absorb virtually all cost into our rates. As a result, the Firm feels that a modest rate increase for 2019 is necessary.

In accordance with your engagement letter for hourly services with the Firm, this letter serves as a formal notice of adjustment of the firm's hourly rates for 2019. Attached to this letter you will find a revised rate sheet. Please do not hesitate to contact me if you have any questions or concerns about these new rates.

Also, please keep in mind that the Firm is always willing to discuss alternative fee arrangements such as flat fees, monthly retainers, and contingency or modified contingency agreements. We remain willing and able to structure fees based on your specific needs and any particular matters you bring to us.

Again, thank you for your continued business. Everyone at the Firm genuinely appreciates it. We wish you a successful year.

Sincerely,



Jeff Chapman

JSC:sal  
Enclosures



**THE CHAPMAN FIRM, PLLC****2019 FEE SCHEDULE  
Reduced Billing Rates****PARTNERS**

Jeffrey S. Chapman	<b>\$375.00</b>
Erik G. Moskowitz	<b>\$350.00</b>
William L. Erwin	<b>\$315.00</b>

**ASSOCIATES**

Jerry M. Negrete	<b>\$285.00</b>
Steven R. Haspel	<b>\$230.00</b>

**OTHER**

Senior Paralegal	<b>\$160.00</b>
Paralegal	<b>\$100.00</b>



The Chapman Firm PLLC  
7000 North Mopac  
Suite 180  
Austin, Texas 78731  
PHONE: 512.872.3840  
FAX: 512.879.9033  
chapmanfirmtx.com

March 26, 2014

*Via Email: [mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)*

Ms. Michelle Fischer  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620

Re: Engagement Letter

Dear Ms. Fischer:

This letter sets out the general agreement by which The Chapman Firm, PLLC (the "Firm") will be compensated for legal services performed at the request of the City of Dripping Springs ("Client"). It further provides information regarding the Firm's billing policies and procedures in connection with this representation. The terms of this engagement between the Firm and Client are set forth below.

By execution of this agreement, Client is engaging the Firm to represent Client's interests with regard to general matters involving it and any subsidiaries, as requested by Client. For such general representation, the Firm will bill Client under a general matter number.

For any future representations regarding specific matters, the Firm will coordinate with Client to open specific matters for invoicing and accounting purposes as needed. In such a case, this Agreement will be extended to cover such representation, and the Firm will be compensated for services performed as set forth herein. The Firm may, in its sole discretion, decline representation of Client in other matters for any reason, and representation is contingent upon verification that the Firm does not have a conflict of interest.

For any representation undertaken in accordance with this agreement, the Firm will be compensated at its reduced hourly rates for actual time spent by the Firm's attorneys and paralegals, plus expenses incurred in the representation. The Firm's current rate schedule, adjusted annually, and a copy of our Standard Billing and Retention Policy are attached and incorporated as part of this agreement. The Firm's billing rates are evaluated and adjusted each January. Should a rate adjustment be made during the course of this representation, the Firm will notify Client in writing prior to any adjustment. Any matters for which Client seeks an alternative billing arrangement for the provision of legal services such as monthly retention



agreements, flat fees, contingency, or the like, will be governed under separate written agreement between Client and the Firm.


Billings will be rendered on a monthly basis and are due and payable upon receipt. Time billings will include a narrative description of the services by timekeepers and the time spent to the nearest 1/10<sup>th</sup> of an hour. Expenses smaller than \$250 will be itemized and include filing fees, delivery charges, travel costs, document production costs, secretarial overtime, expert witness fees and costs, court reporter fees, or any other reasonable out-of-pocket expenses incurred in connection with the representation. For all expenses in excess of \$250, the Firm will transmit invoices reflecting said charges to Client to be paid directly.

The Firm shall have the right to withdraw from representation (including representation in litigation) in the event the Clients fail to honor the terms of this engagement agreement. Client further acknowledges that this agreement covers only services relating to the above referenced matter and the firm is not undertaking to represent Client in any other matters.

Finally, I have attached hereto a copy of the Texas Lawyers Creed, which has been promulgated by the Texas Supreme Court. By executing this Agreement, Client commits to supporting our Firm and abiding by this Agreement. Upon execution, please return a copy to my office for our files.

Very truly yours,

THE CHAPMAN FIRM, PLLC

BY:   
Jeffrey S. Chapman

JSC:rkd  
Enclosures

AGREED:

CITY OF DRIPPING SPRINGS

By: 

Name: Mayor Todd Purcell

Title: Mayor





The Chapman Firm PLLC  
7000 North Mopac  
Suite 180  
Austin, Texas 78731  
PHONE: 512.872.3840  
FAX: 512.879.9033  
chapmanfirmtx.com

January 30, 2015

*Via First Class Mail and email*

Michelle Fischer  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620



RECEIVED  
City of Dripping Springs

FEB 04 2015

Re: Billing Rates

Dear Michelle:

The engagement agreement you entered into with this firm has a provision that informs you that the firm will evaluate its billing rates each January. In accordance with that policy, the firm has determined that only Caroline Hall's hourly rate will be adjusted for 2015. For your reference, a revised 2015 Rate Sheet is attached hereto showing you the billing rates that will apply to services requested by you of this firm in the current year.

Should you have any questions or concerns about this adjustment, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "JSC". The signature is stylized and somewhat abstract, with a large loop at the end.

Jeffrey S. Chapman

JSC/rjg  
Enclosure

**THE CHAPMAN FIRM, PLLC**

**2015 FEE SCHEDULE  
Reduced Billing Rates**

**MEMBER**

Jeffrey S. Chapman	<b>\$330.00</b>
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**ASSOCIATES**

Caroline Hall	<b>\$235.00</b>
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**OTHER**

Paralegal	<b>\$160.00</b>
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**THE CHAPMAN FIRM, PLLC****2014 FEE SCHEDULE  
Standard Billing Rates****MEMBER**

Jeffrey S. Chapman	<b>\$330.00</b>
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**ASSOCIATES**

Caroline Hall	<b>\$225.00</b>
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**OTHER**

Paralegal	<b>\$160.00</b>
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**THE TEXAS LAWYER'S CREED  
A MANDATE FOR PROFESSIONALISM**

Promulgated by The Supreme Court of Texas and  
the Court of Criminal Appeals November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional

conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

#### **IV. LAWYER AND JUDGE**

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.



2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

### **ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS**

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.



## Contract Cover Sheet

<b>Contract Number</b>	<i>Alterman02072023</i>
<b>Contractor with Contact Information</b>	Alterman <i>Company:</i> Roger Barrett <i>POC:</i>
	17750 Lookout Rd., Suite 150 Shertz, Texas 78154 <i>Address:</i>
	210-496-6888 <i>Phone Number:</i>
<b>Effective Date</b>	February 07, 2023
<b>Termination Date</b>	December 31, 2023
<b>Renewal/ Termination Notice Date</b>	N/A
<b>Bid/Quotes/ Budgeted</b>	Budgeted
<b>Finance Review</b>	
<b>Contract Amount</b>	\$35,112
<b>Department</b>	Public Works
<b>Reporting Requirements</b>	<i>Insurance Certificate:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Conflict Disclosure:</i> <input type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>1295 Reporting:</i> <input type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Other Reporting Requirements:</i>
<b>Council Meeting Date (if applicable)</b>	February 07, 2023



## ELECTRICAL SERVICES AGREEMENT

This Agreement, made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Alterman**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Project Summary:** Provision of electrical goods and services on an hourly basis.
- 2. Scope of Work:** Scope of Work includes all work in Attachment “A”.
- 3. Attachments:** All attachments to this Electrical Services Agreement are hereby made part hereof as if fully set out herein
  - a. Attachment A: Proposal
  - b. Attachment B: Certificate of Insurance
- 4. Payment for Services:** The City will pay the Contractor as provided in the Proposal attached as Attachment “A”. The total annual amount, in current funds, not to exceed thirty-five thousand one hundred and twelve dollars (\$35,112). Invoices will be submitted monthly based on the proposal.
- 5. Term and Renewal:** The term starts at execution and ends on December 31, 2023. This Agreement shall be in effect for the period herein, unless terminated as provided below. If renewed by December 16, 2023, then the unused hours of service roll over to the next year.
- 6. Termination:** Either party may terminate this Agreement for breach of this Agreement or the attached proposal.
- 7. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for electrical services.
- 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 complete Form 1295. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; and (4) Contractor does not boycott energy companies.
- 9. Injuries/Insurance:** Contractor acknowledges his/her 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. 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. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 11. 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: Public Works Director  
 City of Dripping Springs  
 P.O. Box 384  
 Dripping Springs, TX 78620  
 (512) 858-4725

**For the Contractor:**

Attention: Roger Barrett  
 Alterman  
 17750 Lookout Road, Suite 150  
 Schertz, Texas 78154  
 (210) 496-6888 x 122

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

- 12. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.
- 13. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 14. 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.
- 15. 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.
- 16. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 17. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

**CITY OF DRIPPING SPRINGS:**

**ALTERMAN:**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A

ATTACHMENT B



## Automation & Controls Service Agreement

**Customer: 5467    Effective Date: 1/1/2023    End Date: 12/31/2023**

**Monthly Hours Purchased:    35**  
**Requested Classification:    Tech**

**Annual Agreement Cost: \$31,920**  
**Mileage & Vehicle Fees: \$3,192**  
**Total Cost:                    \$35112**

**Down Payment (10%):            \$3,511**  
**Balance Remaining:                \$31,601**  
**Payment Frequency:                Monthly**  
**Payment Amount:                    \$2,633 per month**  
**Invoice Date:                        Pre-paid, invoice every 30 days. First invoice will be 1/1/2023.**  
**First Invoice Amount:                \$6,145 (down payment + first month)**

### Cost of Services

Classification	Normal Rate	Discounted Rate	Factor	OT Factor	DT Factor
Senior Automation Specialist	\$160	128	1.0	1.5	2.0
Automation Specialist II	\$135	108	0.8	1.2	1.6
Automation Specialist I	\$120	96	0.7	1.1	1.4
Senior Technician	\$115	92	0.6	0.9	1.2
Technician	\$95	76	0.5	0.8	1.0

### Material Markup and Miscellaneous Costs

- Material markup is all related material costs, plus a 10% markup.
- All hotel, airfare & related travel expenses are cost plus 10%. Per diem is \$75.00 / day.

*Terms and Conditions*

- Alterman will maintain and provide customer, upon written request, an accounting of the hours used.
- Remote calls are a 2-hour minimum. On site calls are a 4-hour minimum.
- Overtime and Double Time hours will be the hours factor multiplied by 1.5(OT) or 2.0(DT), respectively.
- Unused hours at the end of a month will roll over to the next month. Unused hours at the end of the agreement will roll over **if the agreement is renewed no later than 12/16/2023.**

*Payment Schedule*

Payment #	Invoice Date	Amount	Remain
1	1/1/2023	\$6,145	\$28,967
2	1/31/2023	\$2,633	\$26,334
3	3/2/2023	\$2,633	\$23,701
4	4/1/2023	\$2,633	\$21,067
5	5/1/2023	\$2,633	\$18,434
6	5/31/2023	\$2,633	\$15,800
7	6/30/2023	\$2,633	\$13,167
8	7/30/2023	\$2,633	\$10,534
9	8/29/2023	\$2,633	\$7,900
10	9/28/2023	\$2,633	\$5,267
11	10/28/2023	\$2,633	\$2,633
12	11/27/2023	\$2,633	\$0

We appreciate the opportunity to submit this proposal. If there are any questions, please contact us.

Sincerely,

Roger Barrett  
Associate Director of Systems Automation  
17750 Lookout Rd Ste 150  
Schertz, Texas 78154  
Office: (210) 496-6888 x 122  
Mobile: (830) 743-4544  
[Roger.Barrett@goalterman.com](mailto:Roger.Barrett@goalterman.com)

I, the undersigned, hereby accept this proposal and the contents herein.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



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

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**Submitted By:** Aaron Reed, Public Works Director

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**Council Meeting Date:** 02/07/2023

**Agenda Item Wording:** **Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Mercer St. Paving.**

**Agenda Item Requestor:**

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**Summary/Background:** Mercer St. East of RR-12 to 290 was repaved as part of the FY2022 projects for the 5 year road maintenance plan. Lone Star Paving completed the work and the City inspector and City Engineer inspected the work. Lone Star paving has posted a 2 year maintenance bond for the work.

**Commission Recommendations:**

**Recommended Council Actions:** City staff recommends approval

**Attachments:**

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2023-█

**ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE BOND FOR MERCER ST PAVING IMPROVEMENTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR THE MERCER ST PAVING IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS,** Asphalt Inc., dba Lone Star Paving (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, the paving improvements (“Improvements”) for the City of Drippings Springs Mercer St paving; and

**WHEREAS,** the City desires to accept as being complete in accordance with applicable development the Improvements at Mercer St.; and

**WHEREAS,** the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

**WHEREAS,** this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; 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,** the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

- 2. The City Council hereby accepts the Improvements at Mercer St.
- 3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 30170758, from Continental Casualty Company (“Insurer”), included and attached herein (Attachment “A”).
- 4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
- 5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
- 6. This Resolution shall take effect immediately upon passage.
- 7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED this, the [redacted] day of [redacted], 2023, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_  
 Mayor Bill Foulds Jr.

**ATTEST:**

\_\_\_\_\_  
 Andrea Cunningham, City Secretary



*Attachment "A"*

**(Insert Maintenance Bond No. 30170758: Asphalt Inc., and Continental Casualty Company)**

**MAINTENANCE BOND**

Bond No. 30170758

KNOW ALL PERSONS BY THESE PRESENTS, That we Asphalt Inc., LLC dba Lone Star Paving of 11675 Jollyville Rd., Suite 150 Austin, TX 78759, hereinafter referred to as the Principal, and Continental Casualty Company, as Surety, are held and firmly bound unto City of Dripping Springs of PO Box 384 Dripping Springs, TX 78620, hereinafter referred to as the Oblige, in the sum of \_\_\_\_\_ Dollars (\$ 178,789.24 ), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the City of Dripping Springs PO Box 384 Dripping Springs, TX 78620 dated November 1, 2022, for 2022 Road Maintenance Project.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on November 1, 2022.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of Two (2) year(s) from and after \_\_\_\_\_ then this obligation shall be void, otherwise to remain in full force and effect.

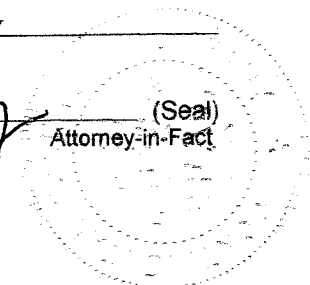
SIGNED, SEALED AND DATED this 20th day of January, 2023.

Asphalt Inc., LLC dba Lone Star Paving  
(Principal)

By \_\_\_\_\_ (Seal)

Continental Casualty Company  
(Surety)

By Brent M. Blonigan (Seal)  
Brent M. Blonigan Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Item # 11.

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brent M Blonigan, Rob J Dreiling, Kara Pierce, Raul F Campa, Debbie Palmer, Individually

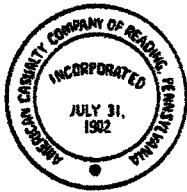
of Richardson, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 24th day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 20th day of January, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

**State of Texas**

**Claim Notice Endorsement**

To be attached to and form a part of Bond No. 30170758.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606**

**Telephone: 1-877-672-6115**

Figure: 28 TAC §1.601(a)(3)

### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-672-6115**

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

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

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

**1-877-672-6115**

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.





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

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**Submitted By:** Aaron Reed, Public Works Director

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**Council Meeting Date:** 02/07/2023

**Agenda Item Wording:** **Consider Approval of a Resolution Approving and Accepting a Construction Bond for Caliterra Subdivision Phase 5 Section 14 Wastewater Fiscal Improvements**

**Agenda Item Requestor:**

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**Summary/Background:** Caliterra Subdivision Phase 5 Section 14 wishes to final plat before completion of improvements. The Design Engineer submitted a cost estimate showing the cost to complete the improvements and City staff approved the amount. Fiscal surety is being posted in the form of a construction bond.

**Commission Recommendations:**

**Recommended Council Actions:** City staff recommends approval.

**Attachments:**

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

RESOLUTION NO. R2023-\_\_\_\_\_

**APPROVING CONSTRUCTION BOND FOR  
CALITERRA PHASE 5 – SECTION 14  
WASTEWATER FISCAL IMPROVEMENTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR CALITERRA PHASE 5 – SECTION 14 WASTEWATER FISCAL IMPROVEMENTS, DESIGN AND CONSTRUCTION; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS,** An engineering estimate for the City of Dripping Springs (“City”) design and construction of Caliterra Phase 5 – Section 14 Wastewater Fiscal Improvements has been met with a construction bond no. 800147966 (“Bond”) issued for Caliterra Phase 5 – Section 14 by Atlantic Specialty Insurance Company (“Surety”); and

**WHEREAS,** City staff has reviewed the attached Bond and found it acceptable and in compliance with the City’s code; and

**WHEREAS,** the City Council of the City of Dripping Springs (“Council”) deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and

**WHEREAS,** the Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of Wastewater Fiscal Improvements of Caliterra Phase 5 – Section 14, bond no. 800147966 in the sum of \$260,094.00 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.

- 7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**APPROVED** this, the      day of February, 2023 by a vote of \_\_\_\_ (*ayes*), \_\_\_\_ (*nays*), and \_\_\_\_ (*abstentions*) of the City of Dripping Springs City Council.

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_  
 Bill Foulds Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
 Andrea Cunningham, City Secretary

**Attachment “A”  
Bond No. 800147966**

**(INSERT BOND)**

BOND # 800147966

KNOW ALL MEN BY THESE PRESENTS, That we, CF CSLK CALITERRA LLC as Principal, and Atlantic Specialty Insurance Company, a Corporation of the State of New York, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the CITY OF DRIPPING SPRINGS in the sum of Two Hundred Sixty Thousand Ninety-Four and 00/100 Dollars (\$260,094.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the CITY OF DRIPPING SPRINGS has required the Principal to post fiscal surety for the following purpose:

To ensure completion of the following improvements: Wastewater Fiscal improvements for Caliterra Phase 5 – Section 14.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the CITY OF DRIPPING SPRINGS signed by the City Administrators of City Engineer or designee stating that the CITY OF DRIPPING SPRINGS considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete under the inspection and to the satisfaction of the CITY OF DRIPPING SPRINGS and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 1<sup>st</sup> day of December, 2022.

CF CSLK CALITERRA LLC  
PRINCIPAL  
BY: \_\_\_\_\_  
Authorized Signature

1345 Ave. of the Americas, 46<sup>th</sup> Floor  
Mailing Address  
New York, NY 10105  
City, State & Zip Code

Atlantic Specialty Insurance Company  
SURETY  
BY: \_\_\_\_\_  
Brook T. Smith, Attorney-in-Fact

605 Highway 169 North, Suite 800  
Mailing Address  
Plymouth, MN 55441  
City, State & Zip Code





# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

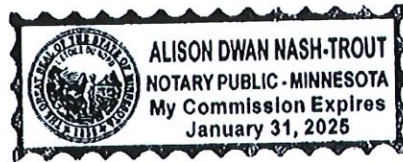
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1st day of December, 2022



*Kara Barrow*  
Kara Barrow, Secretary

This Power of Attorney expires  
January 31, 2025





**To: Mayor Bill Foulds, Jr., and the City Council**  
**From: Tory Carpenter, AICP – Planning Director**  
**Date: February 7, 2023**  
**RE: 112 S Bluff Street Zoning Amendment Withdrawal**

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## **I. Background**

The applicant, Jon Thompson, applied for a zoning amendment for 112 S Bluff Street requesting a zoning amendment to General Retail. Shortly after submitting the application, staff sent the required public notice regarding the public hearing for this request. However, after realizing that the zoning amendment was not required for the proposed office use on the site, the applicant decided to withdraw the request.

Despite the withdrawal, the City Council should hold the public hearing for this item since notice was sent to the public.



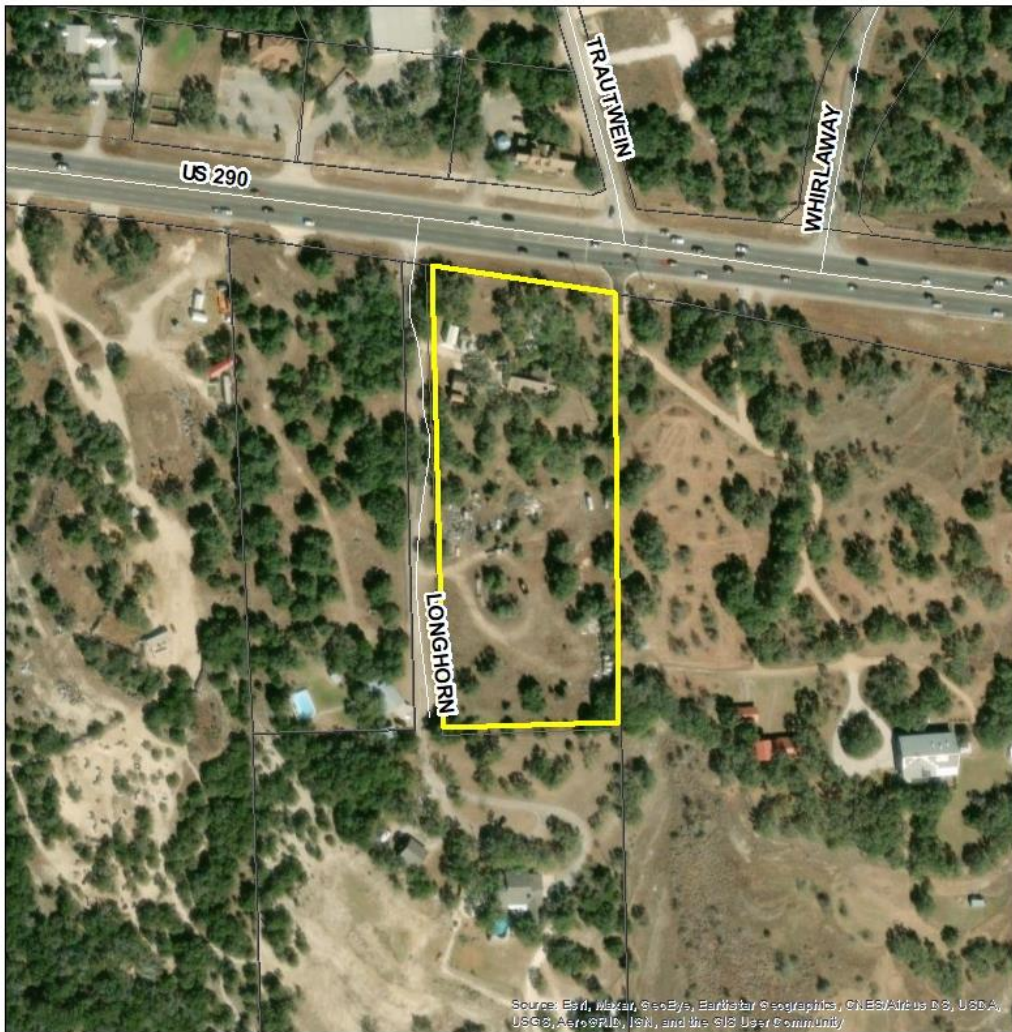
# City Council Planning Department Staff Report

Item # 14.

**City Council Meeting:** February 7, 2023  
**Project No:** ANNEX2022-0004  
**Project Planner:** Tory Carpenter, AICP – Senior Planner

### Item Details

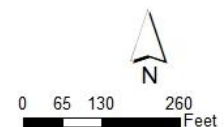
**Project Name:** Besa Property Annexation  
**Property Location:** 4300 E US 290  
**Legal Description:** 5 Acres out of the G N RR Co Survey  
**Applicant:** Daniel Besa  
**Property Owners:** Daniel & Pat Besa  
**Request:** Annexation  
**Recommendation:** Staff recommends approval of the annexation request.



**Location Map**

AN2022-0004  
4300 E US 290

- Roads
- Parcel Lines
- Site



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**Overview**

The applicant requests annexation of approximately 5.00 acres of land which is currently in the City’s ETJ. The applicant also applied for a zoning amendment for “CS,” Commercial Services.

On November 15, the City Council voted to approve negotiations of the annexation and the schedule below.

**Annexation and Zoning Schedule**

November 15, 2022 – City Council authorized staff to negotiate the services agreement and proceed with annexation.

January 28, 2022 – The Planning & Zoning Commission conducted a public hearing and voted unanimously to recommend approval of the zoning amendment to CS.

February 7, 2022 – City Council will hold a public hearing, consider an annexation ordinance, and consider the municipal services agreement for annexation of the property.

February 7, 2022 – If annexation is approved, City Council will conduct a public hearing and consider the proposed zoning designation of CS.

**Public Notification**

Notice of the public hearing was posted in the newspaper and mailed to all service providers and taxing entities for the property.

**Annexation Benefits & Detriments**

**Benefits to the City for Annexation:**

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

**Detriments to the City for Annexation**

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

**ETJ Annexation Comparison**

	<b>ETJ</b>	<b>City Limits (CS)</b>
<b>Impervious Cover</b>	35%	70%
<b>Landscaping</b>	Does not apply	Applies
<b>Lighting Ordinance</b>	Does not apply (unless variance requested)	Applies
<b>Land Use Control</b>	None	Limited to Commercial Services

**Attachments**

Exhibit 1: Annexation Request

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



**DRIPPING SPRINGS**  
Texas

City of Dripping Springs

Item # 14.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ANNEXATION APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

PROPERTY OWNER NAME DANIEL BESA / PAT BESA  
STREET ADDRESS 4300 E VS 290  
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620  
PHONE 512-825-3950 EMAIL Danielbesa@prw@yahoo.com

APPLICANT NAME DANIEL BESA

COMPANY \_\_\_\_\_

STREET ADDRESS 141 BELLA CASA LN  
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620  
PHONE 512-825-3950 EMAIL DANIEL BESA PRW @ YAHOO .COM

**TYPE OF ANNEXATION APPLICATION**

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

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

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)



**PROPERTY INFORMATION**

PROPERTY OWNER NAME	DANIEL BESA / PAT BESA
PROPERTY ADDRESS	4300 E US 290 DRIPPING SPRINGS TX
CURRENT LEGAL DESCRIPTION	ABS 575 1+8 N RR CO SURVEY 5 AC
TAX ID#	R 19497
CURRENT LAND USE	<del>RESIDENTIAL</del> HOME OFFICES
REQUESTED ZONING	CS COMMERCIAL SERVICES
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	PROPERTY IS IN HIGH TRAFFIC AREA <del>RAZED</del> TRAUTWINE + 290. VERY BIG COMMERCIAL NEAR BY. PROPERTY IS BEING TAXED AS COMMERCIAL ALREADY.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	

APPLICANT'S SIGNATURE

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

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

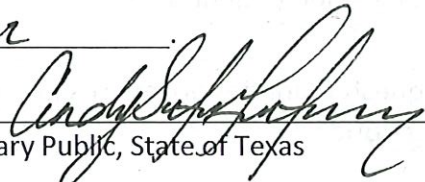
DANIEL BESA   
Name

Owner  
Title

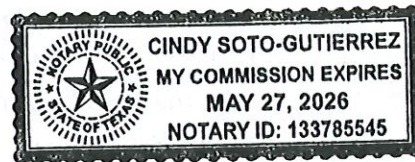
STATE OF TEXAS §  
  §  
COUNTY OF HAYS §


This instrument was acknowledged before me on the 10<sup>th</sup> day of September

2022 by Cindy Soto-Gutierrez

  
Notary Public, State of Texas

My Commission Expires: May 27, 2026



  
Name of Applicant



**ANNEXATION APPLICATION SUBMITTAL**

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**CHECKLIST**

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

Project Number: \_\_\_\_\_  
Only filled out by staff



**DRIPPING SPRINGS**  
Texas

**BILLING CONTACT FORM**

Project Name: \_\_\_\_\_

Project Address: 4300 EAST US 290 DRIPPING SPRINGS TX

Project Applicant Name: DANIEL BESA

**Billing Contact Information**

Name: DANIEL BESA

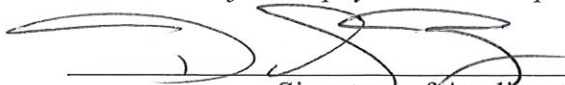
Mailing Address: 141 BELLA CASA LN  
DRIPPING SPRINGS TX 78620

Email: DANIEL BESA PRPW@YAHOO.COM Phone Number: 512 825-3950

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

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

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

  
\_\_\_\_\_  
Signature of Applicant

9/6/22  
\_\_\_\_\_  
Date

**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO.**

**5 ACRES OUT OF THE E.B. HARGRAVES SURVEY,  
HAYS COUNTY, TEXAS**

**ANNEXATION ORDINANCE**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 5 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

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

**WHEREAS,** Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

**WHEREAS,** the City received a written petition requesting the voluntary annexation of the area described in Exhibit “A” on September 6, 2022

**WHEREAS,** the area identified in Exhibit “A,” approximately 5 acres in the E.B. Hargraves Survey, Hays County, Texas, is in the extraterritorial jurisdiction of the City; and

**WHEREAS,** the City Council granted the petition and allowed City staff to proceed with negotiating the service agreement with the property owner, in accordance with Section 43.0672 of Texas Local Government Code;

**WHEREAS,** the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on February 7, 2023;

**WHEREAS,** the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

**1. FINDINGS OF FACT**

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

**2. ANNEXATION OF TERRITORY**

- A.** The property in the area described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B.** The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C.** A service plan agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code, and is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes.
- D.** The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

**3. EFFECTIVE DATE**

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

**4. FILING**

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C.** The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D.** The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas

Comptroller's Office.

**5. SEVERABILITY**

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

**6. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of the City of Dripping Springs, Texas.

**THE CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds Jr.

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**Exhibit "A"**  
**DESCRIPTION OF AREA TO BE ANNEXED**

**DRAFT**

**Exhibit "B"**  
**Municipal Services Agreement**



**MUNICIPAL SERVICES AGREEMENT BETWEEN THE  
CITY OF DRIPPING SPRINGS, TEXAS AND  
DANIEL BESA AND PAT BESA**

This Municipal Services Agreement (“Agreement”) is entered into on \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and Daniel Besa and Pat Besas (“Owners”).

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 5 acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A” attached and incorporated herein by reference (“Property”);

**WHEREAS**, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

**NOW THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:**

- 1. PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit “A”.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
- 3. MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

**a. POLICE PROTECTION**

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff’s Office.

**b. FIRE SERVICE**

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue. Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

**c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES**

The City will provide Building and Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

**d. LIBRARIES**

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

**e. ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT SERVICES**

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance. Septic permitting services, where applicable, is also provided by the City.

**f. PLANNING AND ZONING**

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

**g. PARKS AND RECREATION**

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

**h. STREET AND DRAINAGE MAINTENANCE**

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

**i. STREET LIGHTING**

The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

**j. TRAFFIC ENGINEERING**

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area for any public roads.

**k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL**

The City does not directly provide municipal sanitation/solid waste collection and disposal

services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

**l. WATER SERVICE**

The City is a water provider however, the City will not be the water provider for this property. Water service is available from the Dripping Springs Water Supply Corporation.

**m. SEWER SERVICE**

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors. In some instances, the owners of annexed property have expressly waived any demands for sewer service pursuant to development agreements.

**n. MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

**4. ANNEXED PROPERTY REQUIREMENTS.**

**a. LIGHTING**

The Property Owner agrees to bring the property into compliance with City’s adopted regulations for outdoor lighting within one year after completion of the annexation process.

**b. ZONING**

The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

**5. AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

**6. SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

**7. INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

- 8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.
  
- 9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
  
- 10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
  
- 11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
  
- 12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
  
- 13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
  
- 14. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.**

**[Signature page follows.]**

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**OWNER-PAT BESA**

**OWNER-DANIEL BESA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**STATE OF TEXAS** §

§

**COUNTY OF HAYS** §

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023  
by, \_\_\_\_\_ [Name and title of individual signing] of on behalf of said  
\_\_\_\_\_ [insert name of company or individual if applicable].

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF HAYS**               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023  
by, \_\_\_\_\_ [Name and title of individual signing] of on behalf of said  
\_\_\_\_\_ [insert name of company or individual if applicable].

\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT A**  
**Legal Description and Location Map**

**CITY OF DRIPPING SPRINGS  
ORDINANCE No.**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 5 ACRES FROM AGRICULTURAL DISTRICT (AG) TO COMMERCIAL SERVICES (CS); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to promote orderly land use and development within the City; and

**WHEREAS**, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment “A” and totaling approximately 5 acres, from Agricultural District (AG) to Commercial Services (CS); and

**WHEREAS**, the City Council recognizes changed conditions and circumstances in the particular location; and

**WHEREAS**, the City Council finds that the zoning change is compatible with the surrounding area and with the City’s Zoning Ordinance and Comprehensive Plan; and

**WHEREAS**, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on August 23, 2022, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS**, after public hearing held by the City Council on September 6, 2022, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

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

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; 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 this Ordinance.

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as expressly set forth herein.

**2. ENACTMENT**

One tract of land totaling approximately 3.209 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Agricultural District (AG) to Commercial Services (CS).

**3. REPEALER**

All ordinances, resolutions, 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. CHANGE ON ZONING MAP**

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

**6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

**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, a public hearing was held, and that public notice of the time, place and purpose of said hearing and meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the \_\_\_\_\_ day of \_\_\_\_\_ 2022, 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

*Attachment "A" Description of Tract*

*Attachment "B"*  
*3.209 acre Property Depiction*





# City Council Planning Department Staff Report

**City Council Date:** February 7, 2023  
**Project No:** ZA2022-0007  
**Project Planner:** Tory Carpenter, AICP, Senior Planner

### Item Details

**Project Name:** N/A  
**Property Location:** 4300 E US 290  
**Legal Description:** 5.00 acres out of the H.B. Hargraves Survey  
**Applicant:** Daniel Besa  
**Property Owner:** Daniel Besa  
**Request:** Zoning amendment from Agriculture “AG” to Commercial Services “CS”  
**Recommendation:** Staff recommends approval of the request



**Background**

While the property is currently in the ETJ, the default zoning district if it is annexed is Agriculture “AG”

*Per Ch. 30 Exhibit A, §3.5-3.6*

- **AG – Agriculture:** *The AG, agriculture district is designed to permit the use of land for the ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.*

The applicant is requesting a zoning amendment to Commercial Services “CS”

- **CS – Commercial Services:** *The commercial services (CS) district is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding, and contractors shops, plumbing shops, automotive repair or painting services, upholstery shops, and other similar commercial uses. Uses in this district may utilize open storage areas that are screened from public view. The uses envisioned for the district will typically utilize small sites and have operational characteristics that are generally not compatible with residential uses and most other types of nonresidential uses within the city.*

This request is being heard concurrently with an annexation request for the same property. The applicant is that he is requesting annexation and zoning to sell the property. The property is currently being used as the owner’s homestead.

At their meeting on November 15, 2022, the City Council gave direction to staff to proceed with the annexation request for the property. This zoning amendment and the annexation are scheduled to be voted on by the City Council on February 7, 2023.

At their meeting on January 24, the Planning & Zoning Commission unanimously voted to recommend approval of the zoning amendment.

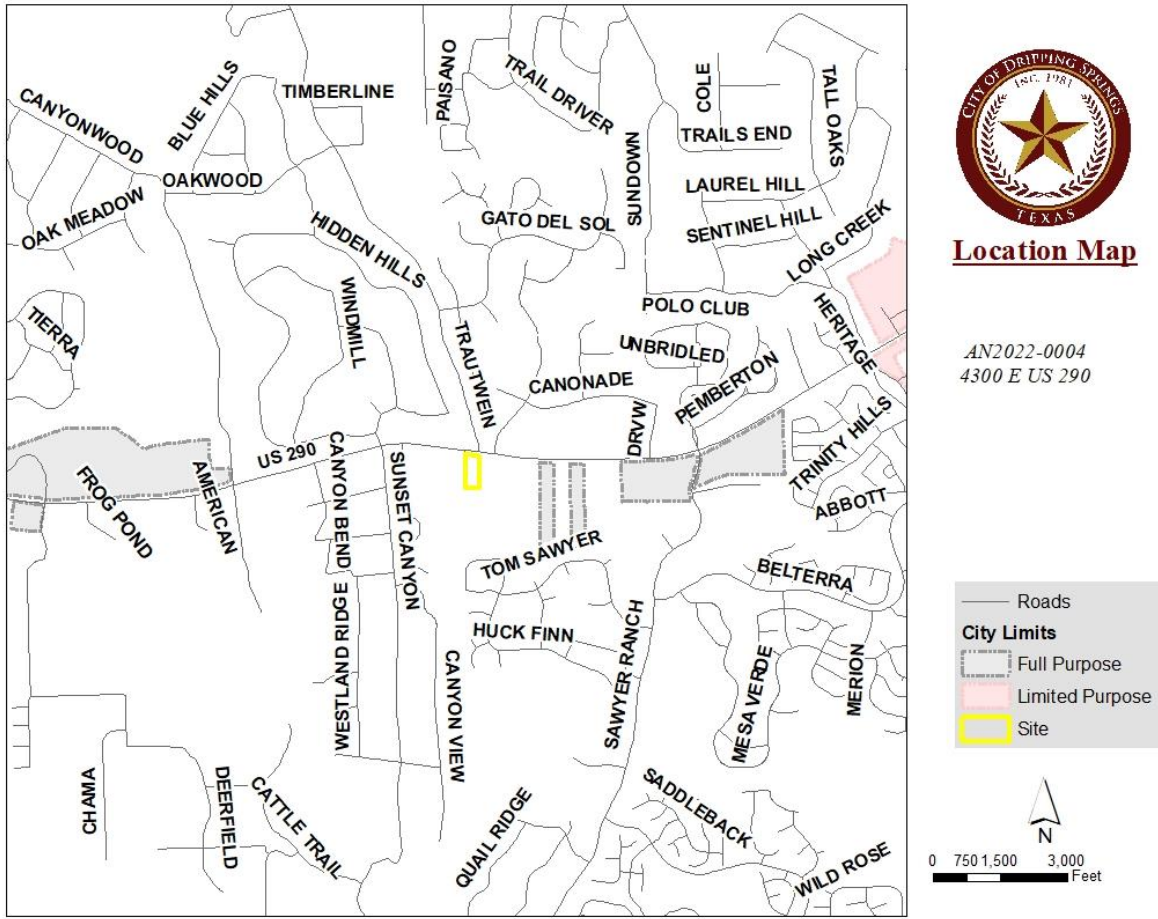
**Analysis**

Based on the adjacent zoning category and land uses, staff finds that the proposed zoning is compatible within the area.

Since the property is currently in the ETJ, staff finds it appropriate to compare ETJ standards with the requested zoning district.

	<b>ETJ</b>	<b>CS</b>	<b>Differences between ETJ &amp; CS</b>
<b>Max Height</b>	Not regulated	2 stories / 40 feet	Restricted 2 stories / 40 feet
<b>Min. Lot Size</b>	.75 acres*	8,000 square feet	0.57 acres less
<b>Min. Lot Width</b>	30 feet	80 feet	50 feet more
<b>Min. Lot Depth</b>	unregulated	100 feet	100 feet
<b>Front/Side/Rear Yard Setbacks</b>	10 feet / 5 feet / 5 feet	25 feet / 15 feet / 25 feet	15 feet / 10feet / 20 feet more
<b>Impervious Cover</b>	35%	70%	35% more

**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	Future Land Use
North	ETJ	Wilson AC Appliance	Not identified on the Future Land Use Map
East	ETJ	Homestead	
South	ETJ	Homestead	
West	ETJ	Homestead	

**Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)**

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	This zoning change is consistent with existing development in the area.
2. their relationship to the general area and the City as a whole;	This zoning change would allow for various office / retail uses and is consistent with nearby properties on US 290.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	The property is not within any existing or proposed City Plans.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Land with the same zoning classification has been developing rapidly.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for commercial development will be affected by this proposed amendment.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this zoning amendment would not be significantly different from decisions made involving other similar parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The rezoning does not negatively affect the public health, safety, morals, or general welfare.

**Staff Recommendation**

Staff recommends **approval** of the zoning amendment as presented.

*Planning and Zoning action:*

*2.35.1 Every application or proposal which is recommended for approval or approval with conditions by the P&Z shall be automatically forwarded, along with the P&Z's recommendation, to the city council for setting and holding of public hearing thereon following appropriate public hearing notification, as prescribed in subsection 2.32. The city council may then approve the request, approve it with conditions, or disapprove it by a simple majority vote of the city council members present and voting, except where super majority is required as listed below.*

*2.36.1 After a public hearing is held before the city council regarding the zoning application, the city council may:*

- (a) Approve the request in whole or in part;*
- (b) Deny the request in whole or in part;*
- (c) Continue the application to a future meeting, specifically citing the city council meeting to which it was continued; or*
- (d) Refer the application back to the P&Z for further study.*

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, 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 zoning map amendment. To date, no letters for or against the request have been received.

**Attachments**

Exhibit 1 – Zoning Amendment Application

Recommended Action:	Staff recommends approval of the request. The Planning & Zoning Commission voted unanimously to recommend approval of the request.
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	Staff received one written response from a neighbor who has concerns with deed restrictions on the property. A separate neighbor spoke in support of the request at the Planning & Zoning Commission meeting.
Enforcement Issues:	N/A





**DRIPPING SPRINGS**  
Texas

City of Dripping Springs

Item # 15.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ZONING/PDD AMENDMENT APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

PROPERTY OWNER NAME DANIEL BESA / PAT BESA  
STREET ADDRESS 4300 E US 290  
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620  
PHONE 512-825-3950 EMAIL Danielbesaprrw@yahoo.com

APPLICANT NAME DANIEL BESA  
COMPANY \_\_\_\_\_  
STREET ADDRESS 141 BELLA CASA LN  
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620  
PHONE 512-825-3950 EMAIL DANIELBESAPRRW@YAHOO.COM

**REASONS FOR AMENDMENT**

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

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

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

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



PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	DANIEL BESA / PAT BESA
PROPERTY ADDRESS	4300 E US 290 DRIPPING SPRINGS, TX
CURRENT LEGAL DESCRIPTION	ABS 575 1 + 6 N RR CO SURVEY 5 AC
TAX ID#	R19497
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	
REQUESTED ZONING/AMENDMENT TO PDD	CS COMMERCIAL SERVICES TRAUTWINE #290.
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	PROPERTY IS ON CORNER OF <del>TRAUTWINE #290</del> . HEAVY COMMERCIAL ALL AROUND AREA. PROPERTY IS BEING TAX AS COMMERCIAL NOW.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \***  
*(See attached agreement).*

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

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

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

APPLICANT'S SIGNATURE

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

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

DANIEL BESA   
Name

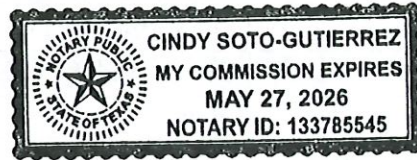
OWNER  
Title

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the 6<sup>th</sup> day of September,  
2022 by Cindy Soto-Gutierrez

  
Notary Public, State of Texas

My Commission Expires: 5.27.26



  
Name of Applicant



**ZONING AMENDMENT SUBMITTAL**

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**CHECKLIST**

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

4300 U.S. Highway 290 – Zoning Comment

**From:** Robb Kendrick

**Sent:** Saturday, January 14, 2023 3:55 PM

**To:** Laura Mueller <[lmueller@cityofdrippingsprings.com](mailto:lmueller@cityofdrippingsprings.com)>

**Subject:** Re: Case# ZA2022-0007

Thanks for the response.

I guess if DS grants a commercial zoning to a property that is restricted under its current situation due to deed restrictions that would seem VERY ODD to the average person.

No surprise though since there is no sense to many legal matters as one entity pushes the issue onto others to resolve. The average person sees it clearly.

Appreciate your time and for supporting the idea that such things are many times MURKY.

Robb Kendrick

From: Robb Kendrick

Sent: Friday, January 6, 2023 4:45 PM

To: Laura Mueller <[lmueller@cityofdrippingsprings.com](mailto:lmueller@cityofdrippingsprings.com)>

Cc: Planning <[planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)>

Subject: Case# ZA2022-0007

Hi Laura,

Warlan Rivera directed me to speak to you about the above case that I received notice on.

It is my understanding that this property is restricted from Commercial use via deed restrictions that the owner was aware of when it was purchased.

The only access this owner has is via Longhorn Lane which is a deeded easement for NON-commercial use.

Since this property is restricted and has no other access point how would it be allowed to be zoned Commercial?

Thanks for your assistance.

Robb Kendrick





# City Council Planning Department Staff Report

Item # 16.

**Planning & Zoning Commission meeting:** January 24, 2023

**Project No:** DA2022-0002

**Project Planner:** Tory Carpenter, AICP, Planning Director

### Item Details

**Project Name:** Driftwood Development Agreement Expansion

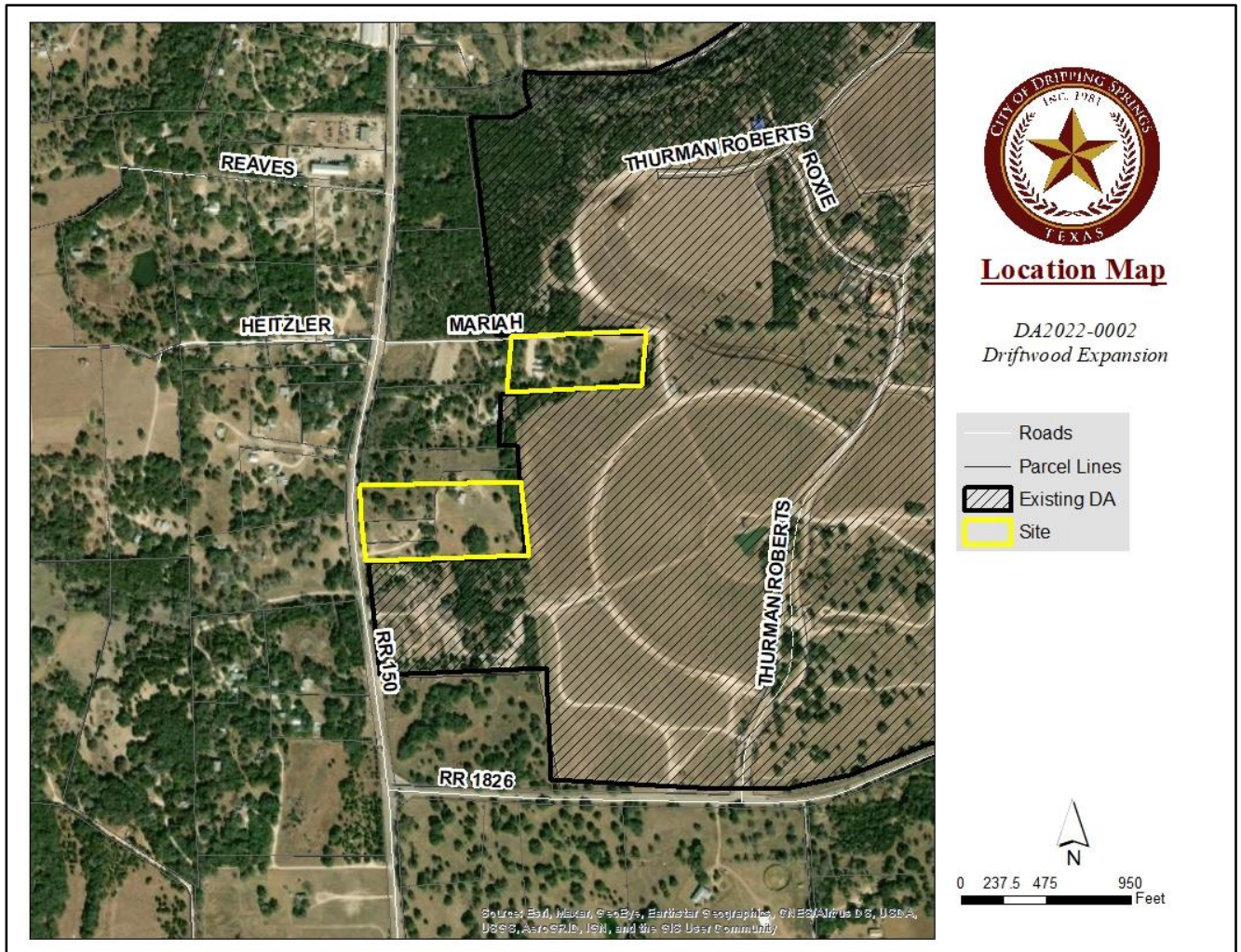
**Property Location:** FM 150 South of Mariah Dr

**Legal Description:** 13.84 acres out of the Forelove Woody Survey.

**Applicant:** Stephen R Delgado, Atwell, LLC

**Property Owner:** Discovery Golf Club

**Request:** Expansion of the boundary of the Driftwood Development Agreement



**Background**

The restated Driftwood Development Agreement was approved in 2014 and the projects has been building out in recent years.

This application is a request to expand the boundaries of the development agreement without amending the standards of the agreement itself. The applicant has stated that the two lots will include the expansion of existing residential lots within the Development Agreement. The applicant also stated that a portion of the site will be used for an expansion of the Driftwood offices and may be developed with other commercial uses allowed by the development agreement in the future. Since this development agreement is not increasing the number of residential lots, additional parkland is not required.

The applicant must also request consent from City Council to allow them to annex within the Driftwood Conservation District MUD.

**Analysis**

Since the two properties in this request are currently in the ETJ, there are currently no land use controls. The benefit to the City of this request includes our ability to regulate zoning, lighting, landscaping, etc. Uses allowed within the development agreement are consistent with those allowed in the “General Retail” zoning category.

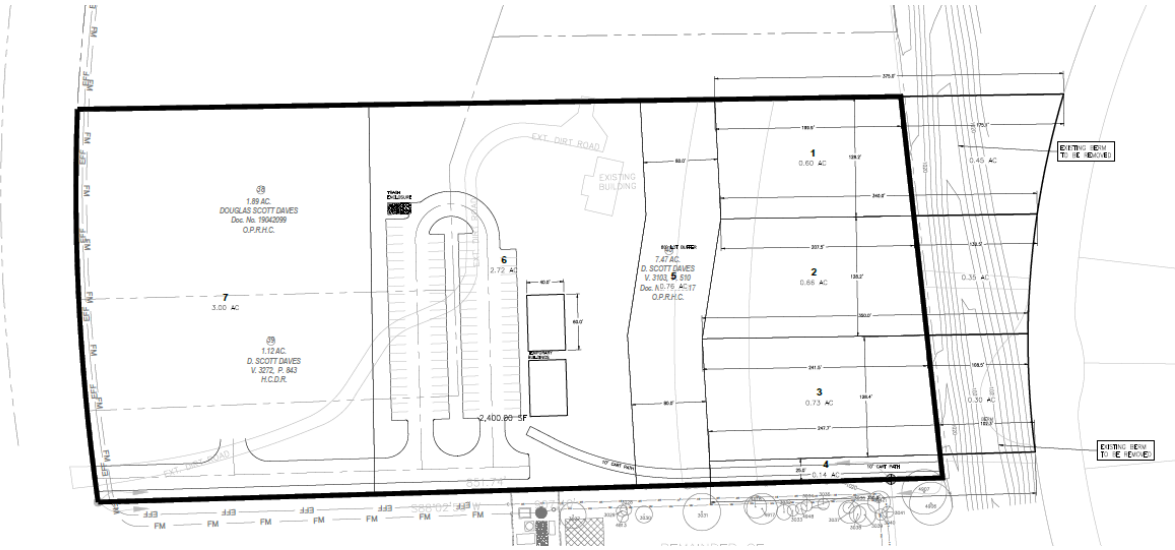
Since the property is currently in the ETJ, staff finds it appropriate to compare ETJ standards with the requested zoning district.

	<b>ETJ</b>	<b>Driftwood DA</b>	<b>Differences between ETJ &amp; Driftwood DA</b>
<b>Max Height</b>	Not regulated	Not regulated*	Restricted 1.5 stories / 40 feet
<b>Min. Lot Size</b>	1.5 acres	1/2 acre	0.25 acres less
<b>Min. Lot Width</b>	30 feet	30 feet	None
<b>Min. Lot Depth</b>	unregulated	150 feet	50 feet
<b>Min. Front/Side/Rear Yard Setbacks</b>	10 feet / 5 feet / 5 feet	10 feet / 5 feet / 5 feet	None
<b>Impervious Cover</b>	35%	17% for entire DA	18%

\*There is a 25’ maximum height for “hospitality/winery/bakery.”



**Site Exhibit**



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	Future Land Use
North	ETJ	Unknown	Not Shown on the Future Land Use Map
East	Driftwood DA	Driftwood Development	
South	Driftwood DA	Driftwood Development	
West	ETJ	Homestead	

**Factors to be Considered**

22.02.011 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. Public benefits	The developed area must follow City zoning, lighting, landscaping, and water quality standards as outlined in the existing Development Agreement.
2. Adequate environmental protection	Development of the property must meet City water quality and drainage requirements.
3. Burden on city’s infrastructure	The applicant is not requiring any additional wastewater LUEs.
4. Consistency with the comprehensive plan	While this area is not shown on the future land use map of the comprehensive plan, this request is not inconsistent with the goals and objectives of the plan.
5. Conformance of the agreement with the intent and purposes of city regulations; and	The developed area must follow City zoning, lighting, landscaping, and water quality standards as outlined in the existing Development Agreement.
6. Fiscal impact of the agreement and resulting development on the city.	None noted.

**Staff Recommendation**

Staff recommends **approval** of the development expansion as presented.

*Planning and Zoning and City Council action:*

*22.02.011 Following a public hearing, the P&Z shall consider the agreement and make a recommendation to the city council prior to final action by the city council. The city council may take final action on the agreement only after receiving a recommendation from the P&Z. For purposes of this article, the minutes of a P&Z meeting may constitute a report.*

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, 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 zoning map amendment. To date, no letters for or against the request have been received.

**Attachments**

Exhibit 1 – Application

Exhibit 2 – Development Agreement

Exhibit 3 – Site Plan

Recommended Action:	Recommend approval of the request  The Planning & Zoning Commission voted unanimously to recommend approval of the request.
Alternatives/Options:	Deny or conditional approval of the request.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A

**AMENDMENT TO  
THE AMENDED AND RESTATED DRIFTWOOD  
DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO THE DRIFTWOOD DEVELOPMENT AGREEMENT (this "**Amendment**") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 ("**Effective Date**"), by and among **M. SCOTT ROBERTS AND DRIFTWOOD EQUITIES, LTD** and **THE CITY OF DRIPPING SPRINGS, TEXAS** (the "**City**"). The City and the Owners may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

**RECITALS**

WHEREAS, the City and M. Scott Roberts and Driftwood Equities, Ltd. entered into that certain Development Agreement on or about October 16, 2007, regarding certain property described therein, recorded as Vol. 3381, Page 308, Official Public Records of Hays County, Texas, (as amended, assigned, and/or otherwise modified, collectively, the "**Agreement**");

WHEREAS, the City and M. Scott Roberts and Driftwood Equities, Ltd. entered into an Amended and Restated Development Agreement on or about December 2014, regarding certain property described therein, recorded as Vol. 5150, Page 595, Official Public Records of Hays County, Texas, (as amended, assigned, and/or otherwise modified, collectively, the "**Agreement**");

WHEREAS, the City entered into an Agreement Concerning Creation and Operation of the Driftwood Conservation District in June 15, 2021 and the property covered by the Development Agreement referenced above; and

WHEREAS, by Resolution Nos. 2017-17, 2018-R25, 2019-R06, 2019-R37 and 2020-R18 the City of Dripping Springs, Texas (the "City") consented to the creation of the Driftwood Conservation District, subject to certain conditions and restrictions and consented to the annexation of certain other property into the District; and

WHEREAS, Owners now petition to add an additional 13.9499 acres to the Driftwood Conservation District and add it to the Driftwood Development Agreement; and

WHEREAS, the Parties desire to amend the Agreement in certain respects to account for changes in circumstances, as set forth in this Amendment; and

WHEREAS, pursuant to the authority of the Parties to amend the Agreement set forth in Section 6.12 of the Agreement, the Parties desire to amend the Agreement as to the Subject Property, as more particularly set forth herein.

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows:

1. **General Provisions.**

- a. Interpretation of this Amendment. This Amendment supersedes all prior agreements and understandings (oral or written) between the Parties with respect to the subject matter hereof to the extent in conflict therewith. As modified in this Amendment, the terms and conditions of the Agreement shall continue in full force and effect.
- b. Counterparts/Electronic Signature. This Amendment may be executed in multiple counterparts, each of which is deemed an original but together constitute one and the same instrument. This Amendment may be executed by facsimile, e-mail, or PDF copy, and each party has the right to rely upon a facsimile, e-mail, or PDF counterpart of this Amendment signed by the other party to the same extent as if such party had received an original counterpart.

2. **Specific Provisions**

a. Definitions:

Property: Approximately 553.0669 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.

b. Exhibit "A":

Exhibit "A" is amended in the original agreement to add the metes and bounds of the 13.9499 acres with the attached Exhibit "A" showing the description and map of both the original property and the addition of 13.09499 acres.

*Remainder intentionally left blank. Signature to follow.*

**EXECUTED** to be effective as of the Effective Date first set forth above.

**CITY:**

**CITY OF DRIPPING SPRINGS, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Dripping Springs, Texas, a Texas municipality, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas



**OWNERS:**

By: M. Scott Roberts

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Driftwood Golf Course Development, Inc., a Texas corporation, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

Driftwood Equities, Ltd.

By:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Driftwood DLC Investor 1, L.P., a Delaware limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas



**DRIPPING SPRINGS**  
Texas

City of Dripping Springs

Item # 16.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384  
Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**DEVELOPMENT AGREEMENT AMENDMENT APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

TYPE OF APPLICATION (check all that apply)

Development Agreement     Amended Development Agreement

**APPLICANT NAME** \_Stephen R Delgado, P.E. \_\_\_\_\_  
**COMPANY** \_Atwell, LLC \_\_\_\_\_  
**STREET ADDRESS** \_805 Las Cimas Parkway, Suite 310 \_\_\_\_\_  
**CITY** \_Austin \_\_\_\_\_ **STATE** \_TX \_\_\_\_\_ **ZIP CODE** \_78746 \_\_\_\_\_  
**PHONE** \_512-905-0505 \_\_\_\_\_ **EMAIL** \_sdelgado@atwell-group.com \_\_\_\_\_

**OWNER NAME** \_Discovery Golf Club Development, Inc. \_\_\_\_\_  
**STREET ADDRESS** \_PO Box 171 \_\_\_\_\_  
**CITY** \_Driftwood \_\_\_\_\_ **STATE** \_TX \_\_\_\_\_ **ZIP CODE** \_78619 \_\_\_\_\_  
**PHONE** (512) 466-5453 \_\_\_\_\_ **EMAIL** \_tlawton@driftwoodgolfclub.com \_\_\_\_\_

**CONTACT INFORMATION**

PROPERTY ADDRESS	FM 150, Driftwood, TX 78619		
CURRENT LEGAL DESCRIPTION	ABS 20 FREELOVE WOODY SURVEY 5.20 AC MH W/ADDN GEO#90403823, A0020 FREELOVE WOODY SURVEY, ACRES 5.63, A0020 FREELOVE WOODY SURVEY, ACRES 1.89, A0020 FREELOVE WOODY SURVEY, ACRES 1.12		
TAX ID#	R12555, R12530, R124136, R124134		
CURRENT LAND ACREAGE	5.20 ac, 5.63 ac, 1.89 ac, 1.12 ac (Total: 13.84 ac)		
SCHOOL DISTRICT	Dripping Springs ISD		
ESD DISTRICT(S)	ESD #6		
EXISTING ROAD FRONTAGE	<input type="checkbox"/>	PRIVATE	NAME:
	<input type="checkbox"/>	STATE	NAME:
	<input checked="" type="checkbox"/>	CITY/COUNTY (PUBLIC)	NAME: FM 150
DEVELOPMENT AGREEMENT?	<input checked="" type="checkbox"/>	YES	NAME (PLEASE ATTACH WITH APPLICATION): Driftwood Amended and Restated Development Agreement
	<input type="checkbox"/>	NO	

**PROPERTY INFORMATION**

**APPLICANT'S SIGNATURE**

*Note: An additional signature is required on page 3 of the application verifying completeness. Applications should be submitted **only** when all required information is included in the submittal.*

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below signed applicant is not the owner of said property, the signature of the property owner must be included below, or consent must be attached (If a corporation, please list title, and name of corporation.)

Stephen Delgado

Applicant Name

Applicant Signature

9/28/2022

Date

J. DAVID RILEY

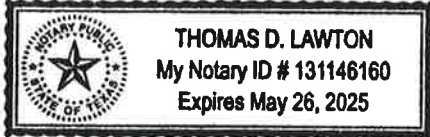
Property Owner Name

Property Owner Signature

8.9.2022

Date

Notary Stamp Here



Notary Signature

8.9.22

Date

**DEVELOPMENT AGREEMENT APPLICATION SUBMITTAL**

All required items and information (including all applicable below 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 all requirements for a complete submittal:



9/28/2022

Applicant Signature

Date

**CHECKLIST**

*Title II Building and Development Regulations, Chapter 22 General Regulations, Article 22.02  
Development Agreements*

STAFF	APPLICANT	
<input type="checkbox"/>	X	Completed Application Form - including all required notarized signatures
<input type="checkbox"/>	X	Digital Copies/PDF of <b>all</b> submitted items - please provide a coversheet outlining what digital contents are included on the CD/USB drive.
<input type="checkbox"/>	X	Billing Contact Form
<input type="checkbox"/>	X	Tax Certificates- verifying that property taxes are current
<input type="checkbox"/>	X	Original Development Agreement & Subsequent Amendments ( <i>If applicable</i> )
<input type="checkbox"/>		Outdoor Lighting Ordinance Compliance Agreement
<input type="checkbox"/>	X	Location map of subject property
<input type="checkbox"/>		Conceptual Land Use Plan ( <i>If applicable</i> )
<input type="checkbox"/>		GIS digital data (To Hays County Regulations)
<input type="checkbox"/>		Copy of Subdivision Plat or Metes & Bounds
<input type="checkbox"/>	X	Application Fee ( <i>refer to Fee Schedule</i> ) \$
<input type="checkbox"/>	X	\$25 Public Notice Sign Fee

**EXHIBIT A**



STATE OF TEXAS                   §  
  §  
  §  
  §  
  §  
  §  
COUNTY OF HAYS               §

A TRACT OR PARCEL OF LAND CONTAINING 5.3379 ACRES, (232,517 SQUARE FEET), SITUATED IN THE FREELove WOODY SURVEY NO. 23, ABSTRACT NO. 20, HAYS COUNTY, TEXAS, SAID 5.3379 ACRE TRACT OF LAND BEING THAT CERTAIN CALLED 5.2 ACRE TRACT OF LAND AS CONVEYED TO CHRISTELLA ALBARADO BY INSTRUMENT RECORDED IN VOLUME 302, PAGE 484, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE ACCURATELY DESCRIBED AS THAT CERTAIN CALLED 5.336 ACRE SAVE AND EXCEPT TRACT BY INSTRUMENT RECORDED IN DOCUMENT NO. 20031232 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 5.3379 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS: DOCUMENT NO. 20031232 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS).

COMMENCING at a calculated point for the intersection of the easterly right-of-way line of F. M. 150 West with the north line of a 24 foot wide roadway easement, (Mariah Drive), as designated in and described by instrument recorded in Volume 346, Page 210, of the Deed Records of Hays County, Texas, same being the northwest corner of that certain called 5.04 acre tract of land as conveyed to Educated Roofing System, Inc. by instrument recorded in Document No. 17027808 of the Official Public Records of Hays County, Texas, same being the southwest corner of that certain called 7.56 acre tract of land as conveyed to HD Ventures, LP by instrument recorded in Volume 2625, Page 278, of the Deed Records of Hays County, Texas;

Thence, N 88°29'35" E, along the north line of Mariah Drive, same being the common line of said 5.04 Acre Tract and said 7.56 Acre Tract, a distance of 611.90 feet to a 5/8" iron rod found for a corner of the remainder of that certain called 81.7176 acre tract of land as conveyed to Driftwood DLC Investor I, LP by instrument recorded in Document No. 20031232 of the Official Public Records of Hays County, Texas, same being the southeast corner of said 7.56 Acre Tract, same being a corner of said 5.04 Acre Tract;

Thence, N 86°24'59" E, along the north line of Mariah Drive, same being the common line of said 5.04 Acre Tract and the remainder of said 81.7176 Acre Tract, a distance of 91.79 feet to a 5/8" iron rod found for northeast corner of Mariah Drive, same being the northeast corner of said 5.04 Acre Tract, same being a corner of the remainder of said 81.7176 Acre Tract;

Thence, N 86°12'53" E, (Call N 86°13'55" E), across the remainder of said 81.7176 Acre Tract, a distance of 50.07 feet, (call 49.97 feet), to a capped, (Precision Surveyors), iron rod set for the northwest corner and the POINT OF BEGINNING of the herein described tract;

Thence, N 86°22'32" E, across the remainder of said 81.7176 Acre Tract, a distance of 314.54 feet to a capped, (Precision Surveyors), iron rod set for a corner of the remainder of said 81.7176 Acre Tract, same being a corner of the herein described tract;

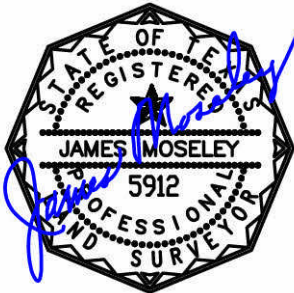
Thence, N 87°39'46" E, across the remainder of said 81.7176 Acre Tract, a distance of 436.49 feet to a capped iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being the northeast corner of the herein described tract;

Thence, S 05°36'14" W, across the remainder of said 81.7176 Acre Tract, a distance of 310.50 feet, (Call 310.15 feet), to a 60d nail in a fence corner post found for a corner of the remainder of said 81.7176 Acre Tract, same being the southeast corner of the herein described tract;

Thence, S 86°56'32" W, (Call S 86°53'23" W), across the remainder of said 81.7176 Acre Tract, a distance of 377.07 feet, (Call 377.12 feet), to a ½" iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being a corner of the herein described tract;

Thence, S 87°09'18" W, across the remainder of said 81.7176 Acre Tract, a distance of 372.19 feet to a capped iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being the southwest corner of the herein described tract;

Thence, N 05°15'47" E, across the remainder of said 81.7176 Acre Tract, a distance of 311.23 feet to the POINT OF BEGINNING and containing 5.3379 acres or 232,517 square feet of land, more or less.



James E. Moseley  
Registered Professional Land Surveyor,  
No. 5912  
Job No. SA2021-01167  
February 12, 2021

See Drawing Attached

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 8.629 acres situated in the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being all of that certain 8.612 acre tract, lying east of State Highway FM 150, conveyed to Driftwood Golf Club Development, Inc. by deed recorded in Document No. 21064920 of the Official Public Records of Hays County, Texas; the herein described 8.629 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½” iron rod, with plastic cap marked “Surveyor No, 1847”, found for the northwest corner of the said 8.612 acre tract, being the southwest corner of that 10.21 acre tract as conveyed to Family of Companies, LLC by deed recorded in Document No. 19031308 of the said Official Public Records, and a point on the east right-of-way line of State Highway FM 150 (80’ right-of-way), same being the northwest corner of the herein described tract;

THENCE, N89°24’45”E, leaving the east right-of-way line of said FM 150, with the common north line of the said 8.612 acre tract and the south line of the said 10.21 acre tract, passing at 429.69 feet the calculated southwest corner of that certain 0.72 acre tract conveyed to Family of Companies, LLC by deed recorded in Document No. 19042097 of the said Official Public Records, and continuing with the common north line of the said 8.612 acre tract and south the line of the said 0.72 acre tract, for a total distance of 888.67 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the common east corner of the aforesaid 8.612 acre tract and 0.72 acre tract, being on the westerly line of that certain 65.3766 acre (Tract I) conveyed to Driftwood DLC Investors I, LP by deed recorded in Document No. 20031232 of the said Official Public Records, and a point on that certain boundary line agreement recorded in Volume 3171, Page 230 of the said Official Public Records, for the northeast corner of the herein described tract;

THENCE, S06°16’50”E, leaving the south line of the said 0.72 acre tract, with the common line between the said 8.612 acre tract and the said 65.3766 acre tract, same being along the said boundary line agreement, for a distance of 408.45 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the southeast corner of the herein described tract;

THENCE, S88°21’30”W, continuing with said common line between the said 8.612 acre tract and the said 65.3766 acre tract, passing at 55.66 feet a calculated point for a northeast corner of the remainder portion of that certain 47.5 acre tract (described as Tract III) conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 677 of the Deed Records of Hays County, Texas, and continuing with the common south line of the said 8.612 acre tract and north line of the said remainder of 47.5 acre tract, same being along the said boundary line agreement, at a distance of 907.34 feet as a PK nail found in a fence corner post and continuing for a total distance of 907.67 feet to a calculated point on the east right-of-way line of aforesaid FM 150 for the southwest corner of the herein described tract;

THENCE, leaving the north line of the said remainder of the 47.5 acre tract, with the common west line of the said 8.612 acre tract and the east right-of-way line of FM 150, for the following two (2) courses:

- 1) N07°53'09"W, 73.93 feet to a TxDOT Type 1 concrete monument found for the point of curvature of a non-tangent curve to the right;
- 2) With said non-tangent curve to the right having central angle of 10°44'28", a radius of 1869.86 feet, a chord distance of 350.02 feet (chord bears N02°35'39"W), for an arc distance of 350.54 to the POINT OF BEGINNING, CONTAINING within these metes and bounds 8.629 acres of land area.

Bearing Basis is the Texas State Plane Coordinate System, NAD 83 (HARN), South Central Zone, as derived by Global Positioning Systems surveys.

That I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of November, 2022.



*Blaine J. Miller*  
Blaine J. Miller  
Registered Professional Land Surveyor  
No. 5121 - State of Texas

**EXHIBIT B**

SCALE: 1" = 50'

GF NO. 21-559029-AS FIDELITY NATIONAL TITLE  
ADDRESS: 17570 FM 150 WEST  
DRIFTWOOD, TEXAS 78619  
BORROWER: DRIFTWOOD DLC INVESTOR I, LP

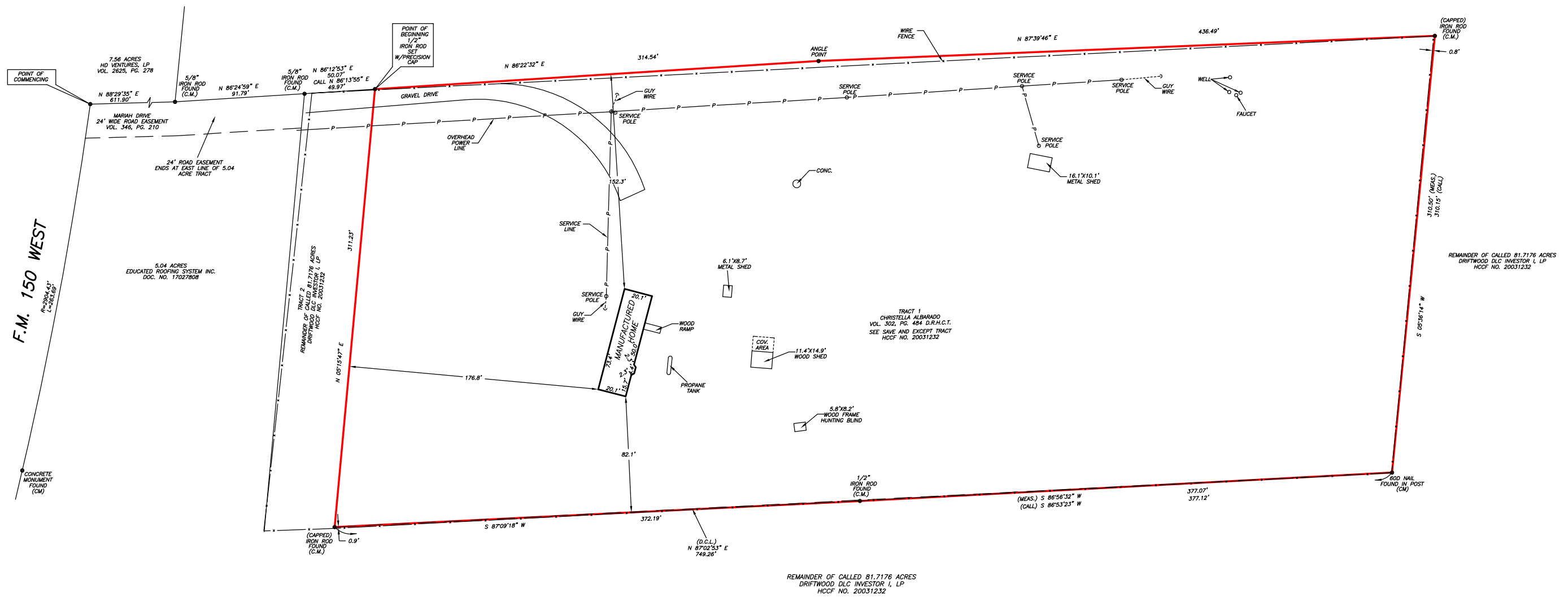
THIS PROPERTY DOES NOT LIE WITHIN THE  
100 YEAR FLOOD PLAIN AS ESTABLISHED  
BY THE U.S. DEPT. OF HOUSING & URBAN  
DEVELOPMENT.  
COMMUNITY/PANEL NO. 48209C 0120 F  
MAP REVISION: 09/02/2005  
ZONE X

BASED ONLY ON VISUAL EXAMINATION OF MAPS.  
INACCURACIES OF FEMA MAPS PREVENT EXACT  
DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION  
WAS BEYOND THE SCOPE OF THIS SURVEY  
NOTE: NO LEGAL ACCESS TO A DEDICATED  
PUBLIC ROAD. 24' ROAD EASEMENT ENDS  
50' WEST OF SUBJECT TRACT, (EAST LINE OF 5.04 ACRE TRACT)

NOTE: EASEMENT TO FEDERNALES ELEC. CO-OP., INC.  
PER VOL. 157, PG. 615.  
(DOES NOT AFFECT SUBJECT TRACT)

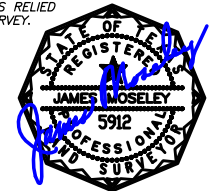
REMAINDER OF CALLED 81.7176 ACRES  
DRIFTWOOD DLC INVESTOR I, LP  
HCCF NO. 20031232



5.3379 ACRES  
SITUATED IN THE FREELove  
WOODY SURVEY NO. 23, A-20  
HAYS COUNTY, TEXAS  
(SEE ATTACHED METES AND BOUNDS)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE  
ON THE GROUND, THAT THIS PLAT CORRECTLY  
REPRESENTS THE FACTS FOUND AT THE  
TIME OF SURVEY AND THAT THERE ARE NO  
ENCROACHMENTS APPARENT ON THE GROUND,  
EXCEPT AS SHOWN HEREON. THIS SURVEY IS  
CERTIFIED FOR THIS TRANSACTION ONLY AND  
ABSTRACTING PROVIDED IN THE ABOVE  
REFERENCED TITLE COMMITMENT WAS RELIED  
UPON IN PREPARATION OF THIS SURVEY.

JAMES E. MOSELEY  
PROFESSIONAL LAND SURVEYOR  
NO. 5912  
DRAWING NO. SA2021-01167  
FEBRUARY 12, 2021  
REVISED FEBRUARY 24, 2021



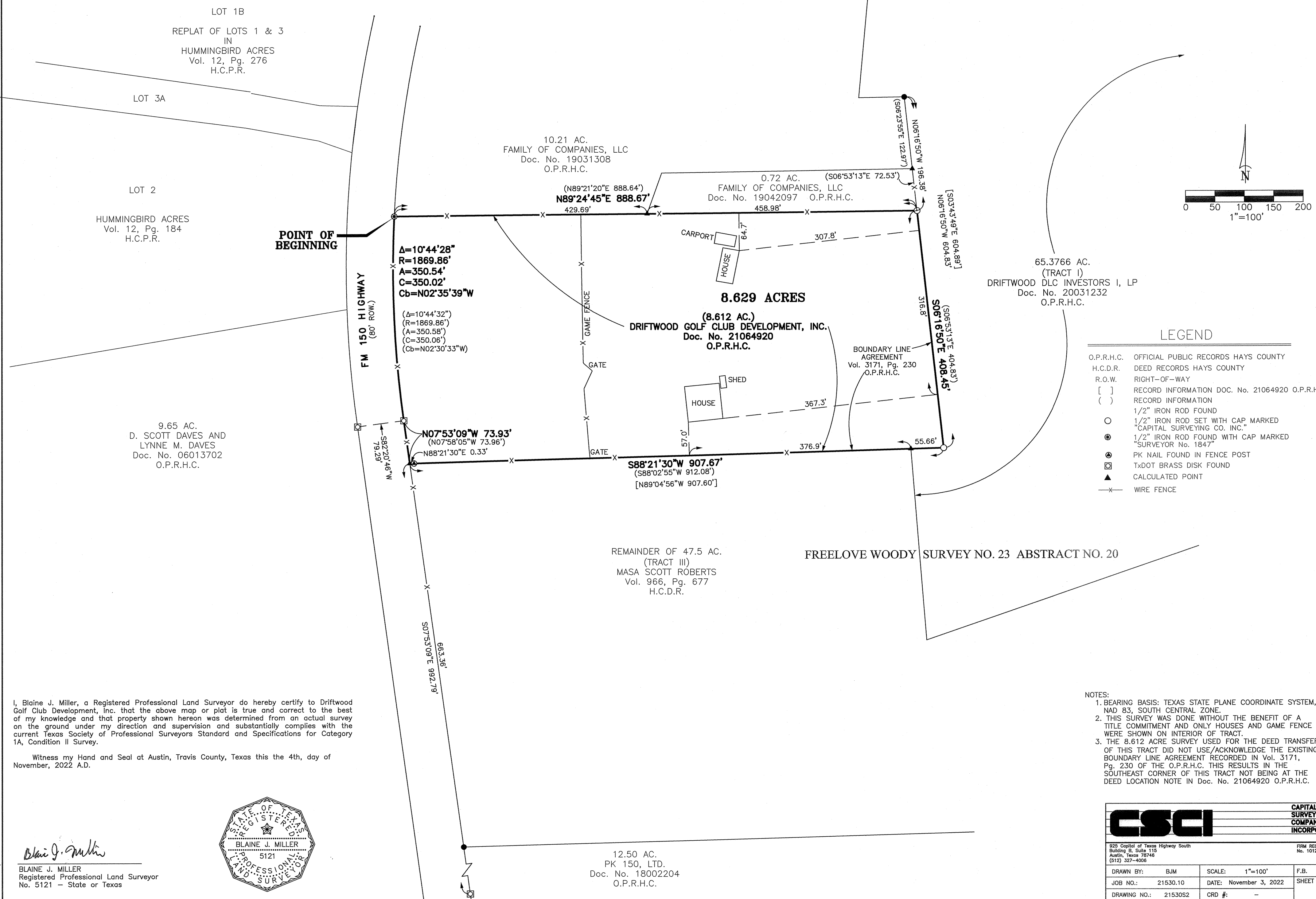
D.C.L. = DIRECTIONAL CONTROL LINE  
RECORD BEARING: CF NO. 20031232 H.C.D.R.

DRAWN BY: MM

**PRECISION SURVEYORS**  
PROFESSIONAL LAND SURVEYS  
1-800-LANDSURVEY  
www.precisionlandsurveyors.com  
281-496-1586 FAX 281-496-1867  
950 THREE NEEDLE STREET SUITE 150 HOUSTON, TEXAS 77079  
210-829-4941 FAX 210-829-1555  
1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217  
FIRM NO. 10063700



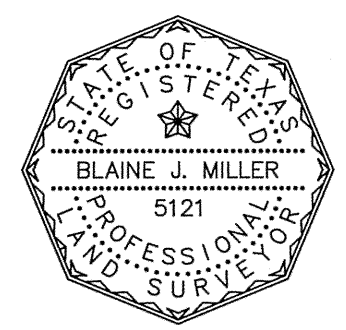
# SURVEY OF 8.629 ACRES OUT OF THE FREELOVE WOODY SURVEY NO. 23, ABSTRACT NO. 20 HAYS COUNTY, TEXAS



I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify to Driftwood Golf Club Development, Inc. that the above map or plat is true and correct to the best of my knowledge and that property shown hereon was determined from an actual survey on the ground under my direction and supervision and substantially complies with the current Texas Society of Professional Surveyors Standard and Specifications for Category 1A, Condition II Survey.

Witness my Hand and Seal at Austin, Travis County, Texas this the 4th, day of November, 2022 A.D.

*Blaine J. Miller*  
BLAINE J. MILLER  
Registered Professional Land Surveyor  
No. 5121 - State of Texas



<b>CSCI</b>		CAPITAL SURVEYING COMPANY INCORPORATED	
		925 Capitol of Texas Highway South Building B, Suite 115 Austin, Texas 78748 (512) 327-4006	
DRAWN BY:	BJM	SCALE:	1"=100'
JOB NO.:	21530.10	DATE:	November 3, 2022
DRAWING NO.:	2153052	CRD #:	-
		F.B.	SHEET NO.:

STATE OF TEXAS

§  
§  
§

COUNTY OF HAYS

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**PETITION REQUESTING CONSENT OF CITY OF DRIPPING SPRINGS TO  
DRIFTWOOD CONSERVATION DISTRICT ANNEXING CERTAIN  
PROPERTY INTO THE DISTRICT**

---

To the City of Dripping Springs:

The undersigned Petitioners (the “Petitioners”), being the persons who hold title to land which represents a majority in value of the land, as indicated by the tax rolls of Hays County, Texas, hereinafter described by metes & bounds, and acting pursuant, among other provisions, to the provisions of Chapters 49 and 54 of the Texas Water Code, hereby petition the City of Dripping Springs (the “City”) to consent to the annexation of certain property into the Driftwood Conservation District as described herein:

**I. Requested Action**

Petitioners request that the City consent to the annexation of the approximately 13.9499 acres of land in two separate tracts, within the extraterritorial jurisdiction of the City of Dripping Springs, Texas into Driftwood Conservation District.

Driftwood Conservation District (the “District”) is a district duly created by the Texas Legislature, HB 4301, Acts of the 85<sup>th</sup> Legislature, Regular Session, 2017 and codified a Subtitle F, Title 6, Special District Local Laws Code and the District operates under the authority of Chapters 49 and 54 of the Texas Water Code as well as Chapter 375 of the Texas Local Government Code and amended by SB 2183 in the 87<sup>th</sup> Legislation Session.

**II. Description of Land to be Included**

The District contains an area of approximately 723.4265 acres of land, situated wholly within Hays County, Texas. The property to be included is approximately 13.9499 acres in two separate tracts and is generally described by metes and bounds in **Exhibit A**, (the “Property”) and shown on the map attached as **Exhibit B**. The Property is at least partially within the extraterritorial jurisdiction of the City of Dripping Springs, Texas. Petitioners formally request the City’s consent to the annexation of the property into the District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

**IV. Ownership of Land to be Included**

The Petitioners hold fee simple title to Property within the proposed District, and are the owners of more than fifty percent (50%) in value of the land therein as shown on the tax rolls of Hays County, Texas.

The Petitioners certify and agree that:

- (1) there are no lien holders on the Property, except for Driftwood DLC Investor I, LP, a Delaware Limited Partnership;
- (2) there are no persons residing on the Property to be included in the District.

WHEREFORE, Petitioners request that this Petition for Consent be properly considered and granted.

***SIGNATURE PAGES FOLLOW***

Executed as of the 18<sup>th</sup> day of October, 2022.

Driftwood Golf Club Development, Inc.,  
a Delaware Corporation

By: [Signature]

Name: J. DAVID RHOADS

Title: PRESIDENT

THE STATE OF Tx §

COUNTY OF Travis §

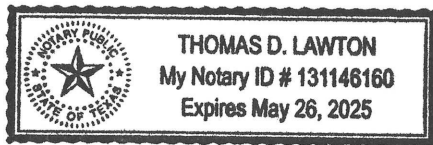
This instrument was acknowledged before me on the 18<sup>th</sup> day of October,  
2022, by David Rhoades, President of Driftwood Golf Club Development Inc.  
Texas, on behalf of said owner  
Delaware Corporation

[Signature]

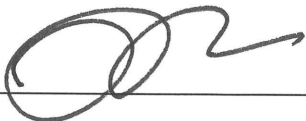
Notary Public, State of Texas

My commission expires: 5.26.25

(SEAL)



DRIFTWOOD DLC INVESTOR I, LP, A  
DELAWARE LIMITED PARTNERSHIP

By:   
Name: J. DAVID RHODES  
Title: PRESIDENT.

STATE OF Texas

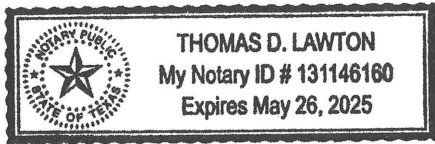
COUNTY OF Travis

This instrument was acknowledged before me on October, 2022, by  
David Rhodes, the President of  
Driftwood DLC Investors a Delaware Limited partnership on behalf of  
the owner.

  
Notary Public

My commission expires: 5.26.25

(SEAL)



**EXHIBIT A**



STATE OF TEXAS                   §  
  §  
  §  
  §  
  §  
  §  
COUNTY OF HAYS               §

A TRACT OR PARCEL OF LAND CONTAINING 5.3379 ACRES, (232,517 SQUARE FEET), SITUATED IN THE FREELove WOODY SURVEY NO. 23, ABSTRACT NO. 20, HAYS COUNTY, TEXAS, SAID 5.3379 ACRE TRACT OF LAND BEING THAT CERTAIN CALLED 5.2 ACRE TRACT OF LAND AS CONVEYED TO CHRISTELLA ALBARADO BY INSTRUMENT RECORDED IN VOLUME 302, PAGE 484, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE ACCURATELY DESCRIBED AS THAT CERTAIN CALLED 5.336 ACRE SAVE AND EXCEPT TRACT BY INSTRUMENT RECORDED IN DOCUMENT NO. 20031232 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 5.3379 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS: DOCUMENT NO. 20031232 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS).

COMMENCING at a calculated point for the intersection of the easterly right-of-way line of F. M. 150 West with the north line of a 24 foot wide roadway easement, (Mariah Drive), as designated in and described by instrument recorded in Volume 346, Page 210, of the Deed Records of Hays County, Texas, same being the northwest corner of that certain called 5.04 acre tract of land as conveyed to Educated Roofing System, Inc. by instrument recorded in Document No. 17027808 of the Official Public Records of Hays County, Texas, same being the southwest corner of that certain called 7.56 acre tract of land as conveyed to HD Ventures, LP by instrument recorded in Volume 2625, Page 278, of the Deed Records of Hays County, Texas;

Thence, N 88°29'35" E, along the north line of Mariah Drive, same being the common line of said 5.04 Acre Tract and said 7.56 Acre Tract, a distance of 611.90 feet to a 5/8" iron rod found for a corner of the remainder of that certain called 81.7176 acre tract of land as conveyed to Driftwood DLC Investor I, LP by instrument recorded in Document No. 20031232 of the Official Public Records of Hays County, Texas, same being the southeast corner of said 7.56 Acre Tract, same being a corner of said 5.04 Acre Tract;

Thence, N 86°24'59" E, along the north line of Mariah Drive, same being the common line of said 5.04 Acre Tract and the remainder of said 81.7176 Acre Tract, a distance of 91.79 feet to a 5/8" iron rod found for northeast corner of Mariah Drive, same being the northeast corner of said 5.04 Acre Tract, same being a corner of the remainder of said 81.7176 Acre Tract;

Thence, N 86°12'53" E, (Call N 86°13'55" E), across the remainder of said 81.7176 Acre Tract, a distance of 50.07 feet, (call 49.97 feet), to a capped, (Precision Surveyors), iron rod set for the northwest corner and the POINT OF BEGINNING of the herein described tract;

Thence, N 86°22'32" E, across the remainder of said 81.7176 Acre Tract, a distance of 314.54 feet to a capped, (Precision Surveyors), iron rod set for a corner of the remainder of said 81.7176 Acre Tract, same being a corner of the herein described tract;

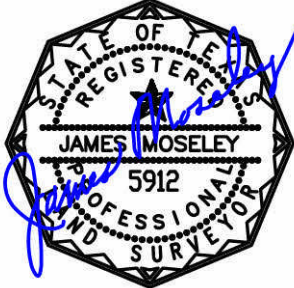
Thence, N 87°39'46" E, across the remainder of said 81.7176 Acre Tract, a distance of 436.49 feet to a capped iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being the northeast corner of the herein described tract;

Thence, S 05°36'14" W, across the remainder of said 81.7176 Acre Tract, a distance of 310.50 feet, (Call 310.15 feet), to a 60d nail in a fence corner post found for a corner of the remainder of said 81.7176 Acre Tract, same being the southeast corner of the herein described tract;

Thence, S 86°56'32" W, (Call S 86°53'23" W), across the remainder of said 81.7176 Acre Tract, a distance of 377.07 feet, (Call 377.12 feet), to a ½" iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being a corner of the herein described tract;

Thence, S 87°09'18" W, across the remainder of said 81.7176 Acre Tract, a distance of 372.19 feet to a capped iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being the southwest corner of the herein described tract;

Thence, N 05°15'47" E, across the remainder of said 81.7176 Acre Tract, a distance of 311.23 feet to the POINT OF BEGINNING and containing 5.3379 acres or 232,517 square feet of land, more or less.



James E. Moseley  
Registered Professional Land Surveyor,  
No. 5912  
Job No. SA2021-01167  
February 12, 2021

See Drawing Attached

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 8.629 acres situated in the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being all of that certain 8.612 acre tract, lying east of State Highway FM 150, conveyed to Driftwood Golf Club Development, Inc. by deed recorded in Document No. 21064920 of the Official Public Records of Hays County, Texas; the herein described 8.629 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½” iron rod, with plastic cap marked “Surveyor No, 1847”, found for the northwest corner of the said 8.612 acre tract, being the southwest corner of that 10.21 acre tract as conveyed to Family of Companies, LLC by deed recorded in Document No. 19031308 of the said Official Public Records, and a point on the east right-of-way line of State Highway FM 150 (80’ right-of-way), same being the northwest corner of the herein described tract;

THENCE, N89°24’45”E, leaving the east right-of-way line of said FM 150, with the common north line of the said 8.612 acre tract and the south line of the said 10.21 acre tract, passing at 429.69 feet the calculated southwest corner of that certain 0.72 acre tract conveyed to Family of Companies, LLC by deed recorded in Document No. 19042097 of the said Official Public Records, and continuing with the common north line of the said 8.612 acre tract and south the line of the said 0.72 acre tract, for a total distance of 888.67 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the common east corner of the aforesaid 8.612 acre tract and 0.72 acre tract, being on the westerly line of that certain 65.3766 acre (Tract I) conveyed to Driftwood DLC Investors I, LP by deed recorded in Document No. 20031232 of the said Official Public Records, and a point on that certain boundary line agreement recorded in Volume 3171, Page 230 of the said Official Public Records, for the northeast corner of the herein described tract;

THENCE, S06°16’50”E, leaving the south line of the said 0.72 acre tract, with the common line between the said 8.612 acre tract and the said 65.3766 acre tract, same being along the said boundary line agreement, for a distance of 408.45 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the southeast corner of the herein described tract;

THENCE, S88°21’30”W, continuing with said common line between the said 8.612 acre tract and the said 65.3766 acre tract, passing at 55.66 feet a calculated point for a northeast corner of the remainder portion of that certain 47.5 acre tract (described as Tract III) conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 677 of the Deed Records of Hays County, Texas, and continuing with the common south line of the said 8.612 acre tract and north line of the said remainder of 47.5 acre tract, same being along the said boundary line agreement, at a distance o 907.34 feet pas a PK nail found in a fence corner post and continuing for a total distance of 907.67 feet to a calculated point on the east right-of-way line of aforesaid FM 150 for the southwest corner of the herein described tract;

THENCE, leaving the north line of the said remainder of the 47.5 acre tract, with the common west line of the said 8.612 acre tract and the east right-of-way line of FM 150, for the following two (2) courses:

- 1) N07°53'09"W, 73.93 feet to a TxDOT Type 1 concrete monument found for the point of curvature of a non-tangent curve to the right;
- 2) With said non-tangent curve to the right having central angle of 10°44'28", a radius of 1869.86 feet, a chord distance of 350.02 feet (chord bears N02°35'39"W), for an arc distance of 350.54 to the POINT OF BEGINNING, CONTAINING within these metes and bounds 8.629 acres of land area.

Bearing Basis is the Texas State Plane Coordinate System, NAD 83 (HARN), South Central Zone, as derived by Global Positioning Systems surveys.

That I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of November, 2022.



*Blaine J. Miller*  
Blaine J. Miller  
Registered Professional Land Surveyor  
No. 5121 - State of Texas

**EXHIBIT B**

SCALE: 1" = 50'

GF NO. 21-559029-AS FIDELITY NATIONAL TITLE  
ADDRESS: 17570 FM 150 WEST  
DRIFTWOOD, TEXAS 78619  
BORROWER: DRIFTWOOD DLC INVESTOR I, LP

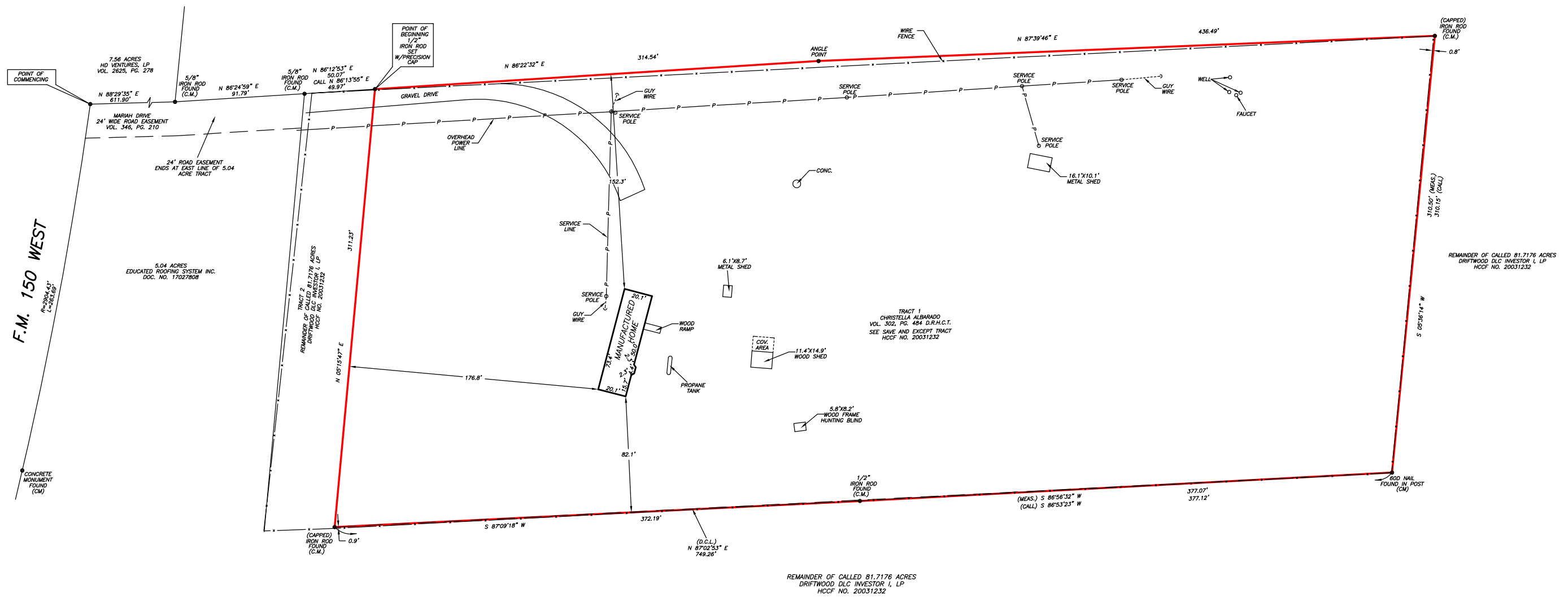
THIS PROPERTY DOES NOT LIE WITHIN THE  
100 YEAR FLOOD PLAIN AS ESTABLISHED  
BY THE U.S. DEPT. OF HOUSING & URBAN  
DEVELOPMENT.  
COMMUNITY/PANEL NO. 48209C 0120 F  
MAP REVISION: 09/02/2005  
ZONE X

BASED ONLY ON VISUAL EXAMINATION OF MAPS.  
INACCURACIES OF FEMA MAPS PREVENT EXACT  
DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION  
WAS BEYOND THE SCOPE OF THIS SURVEY  
NOTE: NO LEGAL ACCESS TO A DEDICATED  
PUBLIC ROAD. 24' ROAD EASEMENT ENDS  
50' WEST OF SUBJECT TRACT, (EAST LINE OF 5.04 ACRE TRACT)

NOTE: EASEMENT TO FEDERNALES ELEC. CO-OP., INC.  
PER VOL. 157, PG. 615.  
(DOES NOT AFFECT SUBJECT TRACT)

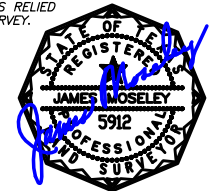
REMAINDER OF CALLED 81.7176 ACRES  
DRIFTWOOD DLC INVESTOR I, LP  
HCCF NO. 20031232



5.3379 ACRES  
SITUATED IN THE FREELove  
WOODY SURVEY NO. 23, A-20  
HAYS COUNTY, TEXAS  
(SEE ATTACHED METES AND BOUNDS)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE  
ON THE GROUND, THAT THIS PLAT CORRECTLY  
REPRESENTS THE FACTS FOUND AT THE  
TIME OF SURVEY AND THAT THERE ARE NO  
ENCROACHMENTS APPARENT ON THE GROUND,  
EXCEPT AS SHOWN HEREON. THIS SURVEY IS  
CERTIFIED FOR THIS TRANSACTION ONLY AND  
ABSTRACTING PROVIDED IN THE ABOVE  
REFERENCED TITLE COMMITMENT WAS RELIED  
UPON IN PREPARATION OF THIS SURVEY.

JAMES E. MOSELEY  
PROFESSIONAL LAND SURVEYOR  
NO. 5912  
DRAWING NO. SA2021-01167  
FEBRUARY 12, 2021  
REVISED FEBRUARY 24, 2021

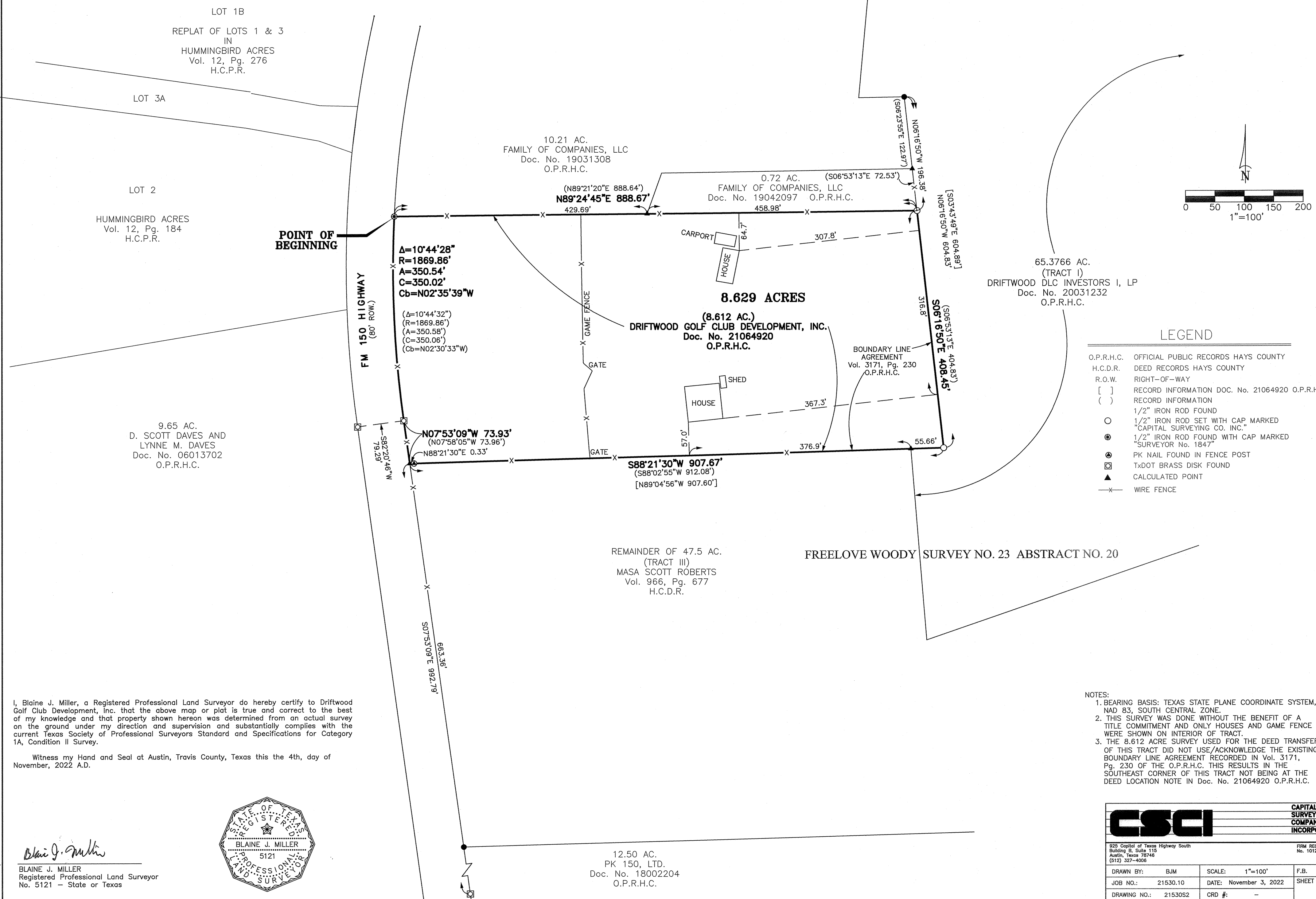


D.C.L. = DIRECTIONAL CONTROL LINE  
RECORD BEARING: CF NO. 20031232 H.C.D.R. DRAWN BY: MM

**PRECISION SURVEYORS**  
PROFESSIONAL LAND SURVEYS  
1-800-LANDSURVEY  
www.precisionlandsurveyors.com  
281-496-1586 FAX 281-496-1867  
950 THREE NEEDLE STREET SUITE 150 HOUSTON, TEXAS 77079  
210-829-4941 FAX 210-829-1555  
1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217  
FIRM NO. 10063700



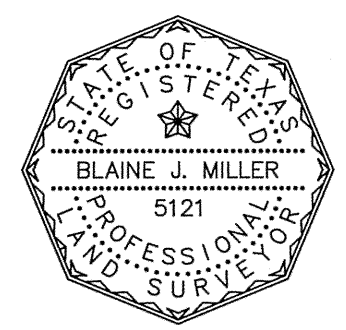
# SURVEY OF 8.629 ACRES OUT OF THE FREELOVE WOODY SURVEY NO. 23, ABSTRACT NO. 20 HAYS COUNTY, TEXAS



I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify to Driftwood Golf Club Development, Inc. that the above map or plat is true and correct to the best of my knowledge and that property shown hereon was determined from an actual survey on the ground under my direction and supervision and substantially complies with the current Texas Society of Professional Surveyors Standard and Specifications for Category 1A, Condition II Survey.

Witness my Hand and Seal at Austin, Travis County, Texas this the 4th, day of November, 2022 A.D.

*Blaine J. Miller*  
BLAINE J. MILLER  
Registered Professional Land Surveyor  
No. 5121 - State of Texas



<b>CSCI</b>		CAPITAL SURVEYING COMPANY INCORPORATED	
		925 Capitol of Texas Highway South Building B, Suite 115 Austin, Texas 78748 (512) 327-4006	
DRAWN BY:	BJM	SCALE:	1"=100'
JOB NO.:	21530.10	DATE:	November 3, 2022
DRAWING NO.:	2153052	CRD #:	-
FIRM REGISTRATION No. 101267-0			F.B.
SHEET NO.:			

Hays County  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666

Item # 16.



70 2015 15005991

Instrument Number: 2015-15005991

As

Recorded On: March 04, 2015

OPR RECORDINGS

Parties: DRIPPING SPRINGS CITY OF

Billable Pages: 47

To ROBERTS M SCOTT

Number of Pages: 48

Comment:

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

OPR RECORDINGS 210.00  
Total Recording: 210.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-15005991  
Receipt Number: 390657  
Recorded Date/Time: March 04, 2015 09:46:02A  
Book-Vol/Pg: BK-OPR VL-5150 PG-594  
User / Station: K Boggus - Cashing #2

Record and Return To:

CITY OF DRIPPING SPRINGS  
ORIGINAL TO CUSTOMER  
SAN MARCOS TX 78666



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

*Liz Q. Gonzalez*  
Liz Q. Gonzalez, County Clerk

STATE OF TEXAS §  
COUNTY OF HAYS §

Driftwood

**AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT**

This Driftwood Amended and Restated Development Agreement (“Agreement”) is between the City of Dripping Springs, (the “City”), and M. Scott Roberts, Individually, and Driftwood Equities, Ltd. (“Owners”). In this Agreement, the City and Owners are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

**RECITALS:**

- WHEREAS,** Owners and the City entered into that certain Development Agreement effective as of October 16, 2007 (the “Original Agreement”), which was recorded in the Official Public Records of Hays County, Texas; and
- WHEREAS,** Owner and the City desire to amend certain portions of the Original Agreement as set forth herein below and in connection therewith restate the Original Agreement in this Agreement;

**THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owners agree that this Agreement shall and does hereby amend and restate the Original Agreement in its entirety as follows:**

**RECITALS:**

- WHEREAS,** Owners own approximately 539.12 acres of land (the “Property”) located wholly within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the “County”), which is more fully described in *Exhibit A* attached hereto; and
- WHEREAS,** Owners intend to develop the Property as a master-planned, mixed-use community that will provide for residential, commercial, civic, recreational and agricultural uses, together with open space and environmental preservation areas; and
- WHEREAS,** the development will include facilities and uses that will attract and serve tourists and

6.1 Assignment & Binding Effect .....27  
6.2 Severability .....27  
6.3 Governing Law, Jurisdiction & Venue.....27  
6.4 No Third Party Beneficiary .....27  
6.5 Mortgagee Protection .....27  
6.6 Certificate of Compliance.....28  
6.7 Default.....29  
6.8 Remedies for Default .....29  
6.9 Reservation of Rights .....29  
6.10 Attorneys Fees.....29  
6.11 Waiver.....29  
6.12 Entire Agreement .....30  
6.13 Exhibits, Headings, and Construction & Counterparts .....30  
6.14 Time .....30  
6.15 Authority for Execution.....30  
6.16 Property Rights.....30  
6.17 Notices.....30  
6.18 Exhibits .....31

### Table of Contents

**RECITALS..... 4**

**ARTICLE 1. DEFINITIONS ..... 6**

**ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES.....8**

    2.1 Orderly Growth .....8

    2.2 Economic Development.....8

    2.3 Provision of Housing .....8

    2.4 Water and Wastewater Infrastructure .....9

    2.5 Vineyard Water Sources .....9

    2.6 Recreation & Tourism .....9

    2.7 Open Space.....10

    2.8 Fees .....11

    2.9 Environmental Protection .....12

    2.10 Deed Restrictions.....14

    2.11 Fences.....14

    2.12 Gated Community .....14

    2.11 Private Streets.....14

**ARTICLE 3. PROPERTY DEVELOPMENT .....14**

    3.1 Governing Regulations .....14

    3.2 Project Approvals & Entitlements .....15

    3.3 Further Approvals.....17

    3.4 Standard for Review .....17

    3.5 Approvals & Appeals .....17

    3.6 Conceptual Plan Amendments.....18

    3.7 Term of Approvals .....18

    3.8 Extension of Permits & Approvals .....18

    3.9 Initial Brush Removal.....19

    3.10 Building Code.....19

    3.11 Fiscal Security for Improvements .....20

    3.12 Highway Access .....20

    3.13 Deed Restrictions.....20

**ARTICLE 4. ADDITIONAL MATTERS.....20**

    4.1 Lighting.....20

    4.2 Signage.....21

    4.3 Fire Protection .....23

    4.4 Annexation .....23

    4.5 Onsite Construction Materials .....24

    4.6 Creek Maintenance .....25

**ARTICLE 5. AUTHORITY ..... 25**

    5.1 Term .....25

    5.2 Authority .....25

    5.3 Applicable Rules .....25

    5.4 Right to Continue Development .....26

    5.5 Equivalent Substitute Obligation .....26

    5.6 Cooperation.....26

    5.7 Litigation.....26

**ARTICLE 6. GENERAL PROVISIONS.....27**

*Driftwood*  
**AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT**

Between the  
**City of Dripping Springs**  
&  
**M. Scott Roberts, Individually,  
and Driftwood Equities, Ltd.**

December 9, 2014



visitors to the area; and

**WHEREAS,** the City has adopted an Interim Comprehensive Plan to guide the City in planning for future growth and development and the City Council finds that this Development Agreement is consistent with the Interim Comprehensive Plan and that any variances granted herein are consistent with the intent of the Interim Comprehensive Plan; and

**WHEREAS,** the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development, protecting the environment, preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

**WHEREAS,** the City and Owners are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

**WHEREAS,** this Agreement grants the Owners a measure of predictability in terms of applicable municipal regulations and development fees; and

**WHEREAS,** this Agreement grants the City the public benefits related to the application of certain municipal regulations in the ETJ, including building codes, zoning categorizations, lighting and landscaping regulations and exterior design standards for non-residential structures, as specified within this Agreement; and

**WHEREAS,** Owners and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Property; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

**WHEREAS,** the City is statutorily authorized to enter into such agreements with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

**WHEREAS,** this Agreement runs with the land, and thus shall be filed in and among the land records of Hays County, and is binding upon subsequent purchasers of the Property, or any portions thereof; and

**WHEREAS,** the City has conducted numerous public hearings and received broad public input regarding the proposal contained within this Agreement.

**NOW THEREFORE, FOR GOOD & VALUABLE CONSIDERATION,** the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owners agree as follows:

## ARTICLE 1. DEFINITIONS

### 1.1. General

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

### 1.2. Specific

**Agreement:** This contract between the City of Dripping Springs, Texas and Owners, including all Exhibits, which are incorporated herein for all intents and purposes.

**Applicable Fees:** The fees and charges to be paid by Owners to the City with respect to the development of the Property.

**Applicable Rules:** The City Rules that, as modified by the Project Approvals and variances granted concurrent with this Agreement, if any, exist on the Effective Date of this Agreement and will be applicable to the development of the Property for the term of this Agreement. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

**Association:** A community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. A group may take the form of a Property Owners Association or Home Owners Association. The Project may allow for more than one Association.

**Building Code:** Collectively, the most recent versions of the City's Building Code.

**Casitas:** A one or two bedroom unit for daily/temporary rental or timeshare vacation use.

**City:** The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

**City Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator, and the City Administrator's designee.

**City Council:** The governing body of the City of Dripping Springs, Texas.

**City Engineer:** The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

**City Rules:** The entirety of the City's ordinances, regulations and official policies, except as modified by this Agreement.

**Conceptual Plan:** The conceptual plan of the Project attached as *Exhibit B*, as it may be amended from time to time in accordance with this Agreement.

**County:** Hays County, Texas.

**Effective Date:** The date upon which this Agreement is executed by all Parties after approval by the City Council.

**Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Property by the total number of acres included in the Property. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer during the Site Plan review process based on the deck design and materials. Whether decomposed granite trails, parking areas or other low traffic use areas covered with decomposed granite shall be considered impervious cover shall be determined by the City Engineer during the Site Plan review process.

**LCRA:** The Lower Colorado River Authority, or its successor agencies.

**LEED Program:** The Leadership in Energy and Environmental Design (LEED) program. Single family home builders shall meet the requirements of the LEED program and commercial builders shall meet the requirements of the LEED silver program, as administered through the City of Dripping Springs or its agents.

**Master Plan:** The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Interim Comprehensive Plan.

**Open Space:** A tract of real property not occupied by any structures or impervious surfaces except as otherwise provided for in this Agreement and legally restricted from future development. Open space uses may include active or passive recreation as well as agricultural use. Property within the confines of individual residential lots shall not qualify as open space under this agreement. Portions of the Project proposed as open space are generally displayed in *Exhibit B* and in more detailed in *Exhibit B-1*.

**Owners:** M. Scott Roberts, individually, and Driftwood Equities, Ltd., and any successors and assigns.

**P&Z:** The Planning and Zoning Commission, a volunteer citizen advisory board of the City of Dripping Springs that has been granted specific land use and development regulatory authority pursuant to City ordinances and state statutes.

**Project:** The Property, as it will be developed under this Agreement pursuant to the Conceptual Plan, attached as *Exhibit B*, subject to Owners' ability to change the Conceptual Plan as set out elsewhere in this Agreement, including, without limitation, Section 3.6 below.

**Project Approvals:** The approvals, waivers, variances and exceptions to the Applicable Rules approved by the City with respect to the development of the Property.

**Property:** Approximately 539.12 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.

**Recreation:** Leisure time activities. Active Recreation involves active or energetic activities that are often performed with others, involves the use of equipment, and takes place at prescribed places, sites or fields (e.g., playground activities, swimming, tennis, and track). Passive Recreation involves activities that are relatively inactive or less energetic (e.g., board games, picnicking, and walking).

**TCEQ:** Texas Commission on Environmental Quality, or its successor agencies.

**TxDOT:** Texas Department of Transportation, or its successor agencies.

**Texas Parks & Wildlife Department:** An agency of the State of Texas, or its successor agency.

**US Army Corps of Engineers:** An agency of the United States, or its successor agency.

## ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

- 2.1. **Orderly Growth:** The City desires that development within its ETJ occur in an orderly manner in order to protect the health, safety and welfare of the City’s present and future citizens; preserve the environment; enhance property values; and provide for expansion of the City’s tax base. This Agreement will benefit the City by facilitating the development of a master-planned community within an appropriate area of the City’s ETJ which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, and the development of a balanced community that includes residential, commercial, agricultural, entertainment, civic and recreational uses. Through this Agreement, the City is furthering its land planning objectives by imposing in the ETJ, components of the City’s rules for Zoning, Lighting, Building, Signs and Landscaping.
- 2.2. **Economic Development:** The development of the Project as a master-planned, mixed-use community will benefit the City by providing new employment and an expanded job market for the residents of the City and its ETJ; furthering the development of an expanded commercial tax base at such time as annexation should occur; and increasing the services that will be available to residents of the City and its ETJ.
- 2.3. **Provision of Housing:** The development of the Property under this Agreement is intended to provide high quality housing for the City’s present and future citizens and, as contemplated by the City’s Interim Comprehensive Plan, to allow the development of housing that will

minimize negative environmental impacts and promote the aesthetic enhancement of the City and its ETJ. Further, the development of housing in accordance with this Agreement will promote safe and attractive housing conditions and a self-sustaining community.

**2.4. Water & Wastewater Infrastructure:**

2.4.1 Water for the single-family portion of the Project and for some potable uses in the commercial areas is to be provided under a contract with the LCRA/WTCPUA.

(a) Groundwater will be used for agricultural irrigation and makeup water for water quality wet ponds. Water for potable commercial uses may be from either the LCRA/WTCPUA or from groundwater. Appropriate authorizations for such groundwater use will be obtained from the Hays Trinity Groundwater Conservation District.

2.4.2. Wastewater service for single-family residential development will be provided by on-site sewage facilities meeting the standards set by the City, Hays County and the TCEQ. Select commercial uses will require use of a centralized wastewater collection and treatment system (spa and lodge for example). Specialty retail uses in the Town Center may not warrant a centralized system. The most appropriate wastewater systems(s) for commercial areas will be determined as specific uses are finalized. Such wastewater systems will comply with all applicable regulations. Owners agree to construct and operate a Class 1 system.

2.4.3. Owners will stub out a water line to the edge of Owners' Western common boundary with each of the four (4) immediately adjoining properties on Christina Lane so that the adjoining property owners may connect. Any such connections will be at the sole expense of the adjoining property owners.

**2.5. Vineyard Water Sources:** In light of the inherent limitations of the capacity of the Trinity Aquifer in this area, Owners commit to using best efforts to reduce reliance on the aquifer for agricultural purposes. Priorities for vineyard irrigation are:

(a) **Beneficial reuse of wastewater:** Owners will use their best efforts to amend the existing TCEQ discharge permit to allow the effluent to be used for vineyard irrigation. Any future permits requested will also incorporate such request.

(b) **Surface water:** Owners shall apply to LCRA and TCEQ for a permit to divert surface water from Onion Creek to irrigate the vineyards.

(c) **Storm Water:** Owners shall use best efforts to use stormwater captured in rainwater harvesting systems or water quality ponds for vineyard irrigation. The need to empty the ponds and rainwater systems in a short time period in anticipation of the next rainfall event may render this approach unfeasible.

(d) **Groundwater:** Groundwater shall be the lowest priority for vineyard irrigation but will be needed much of the time.

- The City will support Owners efforts to obtain a permit from the appropriate

agencies for a Class 5 injection well.

The above priorities are voluntary and should not be construed to contradict the fact that groundwater for agricultural purposes is an exempt use according to HTGCD rules.

- 2.6. Recreation & Tourism:** The City has, in its Interim Comprehensive Plan, established goals of increasing the availability of park and recreational facilities to serve the residents of its communities, and enhancing the attractiveness of the City as a tourist destination. The development of the Project, as contemplated by this Agreement, will further these City goals in the following ways:
- (a) The Project itself will attract residents and visitors to the area to experience a unique mixed use development that incorporates vineyards, up-scale residential, large creek-side natural areas, specialty retail, restaurants, an extensive trail system, a winery and a spa and lodge complex.
  - (b) The low density of the Project and use of appropriate architectural styles will help retain the Hill Country character of the Driftwood area.
  - (c) The vineyards and winery will enhance the reputation of the Driftwood area as a destination for the increasing number of tourists who appreciate wine.
  - (d) The lodge, spa, casitas and fine dining complex in a natural setting will provide a destination experience for corporate retreats, weddings and other events, as well as for casual visitors drawn to the area.
  - (e) The specialty retail shops in the Town Center will draw visitors and enhance the economic vitality of the area.
  - (f) The extensive trail system, wholly and partially available to residents/patrons and public visitors, respectively, will provide an opportunity for both active and passive recreational pursuits.
  - (g) The access to and protection of Onion Creek will draw people to the area and provide a greater appreciation for this asset of the region.
  - (h) Protection of large areas of open space along Onion Creek preserves wildlife habitat for birding and other nature-oriented activities.
- 2.7. Open Space:** The Project will include approximately 215.37 acres of open space, including greenbelts, irrigation, agricultural uses and conservation easements. The title to the agricultural areas may be retained by the Owners. The balance of the open space will be conveyed to an Association or the Driftwood Economic Development Municipal Management District.
- 2.7.1. Operation & Maintenance:** The operation and maintenance of the agricultural areas will be the responsibility of the Owners. Operation of the remainder of the open space areas will be the responsibility of the Association or the Driftwood Economic Development Municipal Management District.
- 2.7.2. Public Access:** The primary use and enjoyment of the open space will be limited to the future residents of the Project and those using the commercial facilities of the

Project. Designated public access to portions of the open space will be limited to areas immediately adjacent to the Town Center, as displayed in *Exhibit B-1*. This limitation of public access is not intended to contravene state law regarding public access to waters of the state.

- 2.7.3. **Amenities:** In keeping with the intent of preserving the natural environment to the maximum extent feasible the amenities provided in the open space will largely be limited to hike and bike trails and other passive uses. Up to a maximum of five acres of open space may be cleared and maintained for picnicking and other recreational activities, including covered pavilions or similar structures with total roof areas not to exceed twenty thousand square feet.
- 2.7.4 **Parkland Dedication:** The large amount of open space set aside by the Project and the provision for public access to portions of the open space satisfy the City's Parkland Dedication Ordinance. .
- 2.8. **Fees :** in consideration of the City's covenants and concessions contained within this Agreement, and in order to assure that the City does not incur uncompensated expenses in connection with this Agreement and the development of the Property under this Agreement, Owners agree to pay to City certain development fees (as herein defined) as follows:
- 2.8.1. **Administrative & Professional Fee:** Owners agree to pay the Development Agreement fees in accordance with the City's Ordinance currently in effect. Any fees to Third Parties will be mutually agreed to by the parties.
- 2.8.2. **Platting Fees:** In order to cover the City's administrative and professional costs related to plat review and approval under this Agreement, Owners agree to pay the City platting fees in accordance with the City's ordinances presently in effect.
- 2.8.3. **Site Development Permit Fees:** Owners agree to pay Site Development Fees calculated based upon the City Engineer's site development estimate not to include anything fire hydrants and above.
- 2.8.4. **Miscellaneous Fees:** Any fees not specifically addressed under this Agreement shall be imposed in accordance to the City fee schedule applicable at the time of application for the specific authorization sought. Examples of miscellaneous fees not addressed under this Agreement include, but are not limited to, fees related to authorizations for signs, re-plat, plat amendments, or zoning changes. The Project will only be subject to fees not specifically addressed in this Agreement if the fees were being assessed uniformly in the City and its ETJ on the Effective Date of this Agreement. This section does not apply to fees mandated by changes in state or federal law. The Parties may negotiate a fee for any amendment of this Agreement.
- 2.8.5. **Construction Inspection Fees:** City may approve direct contract with the City's building inspection contractor with Owner. Upon such contract, the City shall not charge a construction inspection fee to Owner.



**2.9. Environmental Protection:** Owners shall comply with the following natural resource laws and regulations, to the extent applicable:

- 2.9.1. **Aquifer Protection:** The Project lies within the Barton Springs Segment of the contributing zone to the Edwards Aquifer. As a condition for receiving LCRA water the Project will comply with water quality measures designed to assure protection of that segment of the Edwards Aquifer consistent with the provisions of the Memorandum of Understanding between the LCRA and the U.S. Fish and Wildlife Service. Moreover, Owners will comply with all applicable TCEQ regulations, including but not limited to Edwards Aquifer Rules, 30 TAC 213, as may be amended, to the extent applicable to the Property. Owners shall also take reasonable measures to protect the Trinity Aquifer, to the extent applicable to the Property, including at a minimum adherence to the above-cited Edwards Aquifer Rules. Owners seek to further protect the aquifer by injecting harvested rainwater into the aquifer as permitted by the appropriate agencies.
- 2.9.2. **Land Application Restrictions:** In the event a centralized wastewater collection and treatment system is constructed, Owners agree that any TCEQ permit application will be based on irrigation of the effluent and will not propose a discharge of effluent to waters of the state. Irrigation may be above ground, subsurface, or a combination of the two, as allowed by TCEQ. The City shall be provided with a copy of any such TCEQ application concurrent with submittal to TCEQ. Beneficial wastewater reuse will be pursued with opportunities including, but not limited to, irrigation of the vineyards; and irrigation of landscaped areas.
- 2.9.3. **Waterway Protection:** If applicable, Owners shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404.
- 2.9.4. **Stormwater Controls:** Owners will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit and applicable regulatory requirements for construction activities.
- 2.9.5. **Water Quality Protection Ordinance:** Owners agree to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Agreement in *Exhibit C* and elsewhere.
- 2.9.6. **Voluntary Measures:** The Conceptual Plan attached as *Exhibit B* provides for numerous voluntary environmental protection measures for the benefit of the Project and provides for a substantial amount of Open Space.
  - (a) **Owner Education:** Owners will implement an education program to further the protection of the environmental resources in the Project. The program shall

include, but shall not be limited to, the dissemination of pamphlets and newsletters to educate residents and property owners within the Project about the natural resources of the area and methods of environmental resource protection. Specifically, the educational program will address watershed protection; water conservation; native landscaping; species preservation; rain water harvesting; the dangers of using pesticides, fertilizers, and herbicides in the Barton Springs watershed; the promotion of organic fertilizers and herbicides; and the proper disposal of wastes.

- (b) **Design Guidelines for Single-family Detached Residential:** Each lot shall have a specifically designated area not to exceed 15,000 square feet within which housing construction, clearing, and landscaping will be considered, subject to the review and approval of the architectural control committee of the Homeowners Association. The balance of the lot is to remain in a natural state; though removal of cedar and/or enhancement of native vegetation may be permitted on a case-by-case basis, as well as disturbance as necessary for utility installation and/or maintenance, provided the area is restored to its natural state. Single-family residential guidelines will specify use of native and/or adapted species of plant materials and prohibit use of St. Augustine grass.
- (c) **Public Education:** Owners agree to collaborate with the City, the Hays Trinity Groundwater Conservation District, the LCRA, US Fish & Wildlife Service and local school districts to explore the opportunities for public education regarding preservation of the environment using the Project as an example.

2.9.7. **Wells:** Owners agree that the use of groundwater will be limited to irrigation of agricultural areas, wet pond makeup water, and some potable commercial uses. Permits for use of groundwater will be obtained from the Hays Trinity Groundwater Conservation District as appropriate. New groundwater wells shall be prohibited on single-family residential lots; existing wells occurring within a residential lot may remain for use as monitoring wells for the Hays Trinity Groundwater Conservation District. Owners will work with HTGCD to determine the necessity of installing well monitoring devices on existing wells. Certain wells will be capped and no longer used when LCRA surface water becomes available.

2.9.8 **Wet Pond Makeup Water:** Owners hereby establish the following preferences ranked in order for the potential sources for wet pond makeup water:

- (a) Rainwater.
- (b) Peak run-off from Onion Creek.
- (c) Well water.

2.9.9. **Rainwater Collection:** Residential units will be constructed with rainwater collection systems.

- 2.9.10. **Conservation Easements:** All conservation easements proposed under this Agreement or hereafter designated by the Owners shall be submitted to the City for review and approval prior to becoming effective or being recorded in the real property records. Areas designated in the Conceptual Plan as Open Space or Parkland shall be protected by Conservation Easements or other such enforceable instruments.
- 2.10. **Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reference the provisions of this Agreement and be made applicable to all builders and subsequent buyers. Copies of the restrictive covenants will be provided to the City for review and comment during the final platting process.
- 2.11. **Fences:**
- 2.11.1. All fencing will be limited by deed restrictions so to not obscure scenic views. Fencing materials and methods shall be consistent. Fencing of a type designed to keep deer and other wildlife out of the vineyard areas will be installed. To further retain the natural characteristics of the Property and minimize disturbances associated with the Project, individual residential and commercial lots shall not be fenced except as provided within the design guidelines of the Project.
- 2.11.2. Fencing along 1826 will be split rail fence or other fence no more than four feet high that is consistent with the Hill Country character we are after. Privacy fencing along 1826 should be prohibited. The internal boundaries of the tract will typically have eight to ten foot deer proof fences. A deer fence will also be located just behind the split rail fence on 1826 and FM 150.
- 2.12. **Gated Community:** The single-family residential portion of the Project will be a gated community.
- 2.13. **Private Streets:** The streets within this Project shall be private streets, unless otherwise agreed by Owners and Hays County.

### ARTICLE 3. PROPERTY DEVELOPMENT

- 3.1. **Governing Regulations:** For purposes of any grandfathering analysis, the Parties agree that the relevant date is the Effective Date, for purposes of compliance with Texas Local Government Code Chapter 245, as may be amended. For purposes of this Agreement, the Effective Date is the date of execution by all Parties. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement.

For the term of this Agreement, the development and use of the Property will be controlled by the terms of this Agreement, the project Approvals and the Applicable Rules. If there is any

conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

**3.2. Project Approvals & Entitlements:**

3.2.1. **Project Approvals:** The Project Approvals set forth in *Exhibit C* (the ‘Project Approvals’) have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Property. This Agreement shall serve as guidance for the review and approval of any additional waivers, variances, exceptions or other municipal authorizations not specifically included in this Agreement.

3.2.2. **Conceptual Plan:** The City confirms that the Conceptual Plan attached as *Exhibit B* complies with the City’s Master Plan and Interim Comprehensive Plan, and that the Conceptual Plan, and all land uses and densities, have been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, and reservations of land for public purposes, exceptions utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City’s execution of this Agreement shall be deemed to be the approval of the Conceptual Plan upon which the Preliminary Plats for development of the Property will be based.

3.2.3. **Density of Development:** With respect to the density of the Project, Owners will have the right to develop the Property at a density set forth on *Exhibit B*.

**3.2.4. Land Uses:**

- (a) For purposes of this Agreement the following shall be allowed within all areas: single-family residences and related structures; open space; hike and bike trails; agricultural uses, including but not limited to vineyards; roadways; and drainage, detention and water quality facilities.
- (b) Commercial uses shall be limited to the areas designated as such on the Conceptual Plan. Allowable commercial uses shall include resort, lodge, spa, restaurant, food processing, entertainment, dinner theater, convenience store, small grocery, gas sales, helipad, offices, salon, bakery, clothing, art galleries, antique sales, artisan studios, winery, microbrewery and distillery, on-site sale and consumption of alcoholic beverages, liquor store, garden center, nursery, compost production and any other use included and or permitted in the City’s General Retail (GR) zoning category.
- (c) Multi-family, condominium or townhouse uses will be limited to the area designated on the Conceptual Plan as commercial and the area adjacent to the radial vineyard, as shown on *Exhibit B*, and shall not exceed one hundred (150) units.

- (d) In the areas designated “Casitas” in the Conceptual Plan, the maximum number of units shall be limited to that achievable under the impervious cover and other limitation applicable to the Project.
- (e) Industrial uses will be limited to food, and spirits, including, but not limited to, wine and/or beer processing.
- (f) Exceptions:
1. Town Center: Individual building footprint will be limited to twenty thousand (20,000) square feet. Minimum building separation will be twenty-five feet (25'). Maximum height will be two (2) stories, but in no instance greater than forty feet (40'). Non-habitable architectural details may exceed forty feet so long as allowed by ESD#6 reviews.
  2. Hospitality/Winery/Bakery: Individual building footprint will be limited to sixty thousand (60,000) square feet. Minimum building separation will be five feet (5'). The maximum height for the lodge will be limited to forty (40'), unless the fire department or ESD#6 determines a height of sixty (60') is permitted by providing a letter approving the change in height to the City Administrator. Maximum height on non-habitable buildings will be limited to sixty feet (60').
- (g) **Impervious Cover Limits:** Owners agree to limit the impervious cover to a maximum of seventeen percent (17%) of the Property. Owners shall have the right to apportion impervious cover on a lot by lot basis. Owners may apportion such impervious cover as it deems desirable so long as the overall impervious cover limitation is not exceeded. Impervious cover from existing improvements on the property shall be included within the seventeen percent limit. Rain water capture improvements for roofs will zero out that building's affect on Impervious Cover and thus will not be used in the calculations. Owners may count in density and impervious cover calculations land designated as greenbelt, open space, agricultural uses, floodplains, or similar areas. Construction of buildings on slopes will be in accordance with the present ordinances of the City except as amended by this Agreement.
- (h) **Impervious Cover Tracking:** Each plat filed with the City shall contain a chart indicating the amount of impervious cover for the entire Property, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Property as a whole and resulting from the plat and prior platted areas. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, including impervious cover. So long as this Agreement remains in effect, such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

- (i) **Continuation of Existing Uses, Activities & Improvements:** Lawful land uses, activities, and improvements (including improvements and buildings shown on the Concept Plan) that currently exist within the Property shall be allowed to continue operating in the same manner and location, including upon annexation of all or any portion of the Project into the City, regardless of any City Rules or Applicable Rules to the contrary. Current uses, activities, and improvements that are expressly permitted to continue include, without limitation:
- (a) Operation of Thurman's Mansion, and related activities and improvements, including but not limited to shipping, receiving, parking, office space, events, functions and food preparation and service.
  - (b) Operation of the Salt Lick Restaurant and related activities and improvements, including but not limited to shipping, receiving, parking, food preparation, food service and food catering.
  - (c) Operation of the Salt Lick Pavilion /Pecan Shed and related activities and improvements, including but not limited to events, functions, parking, food preparation, food service, office use; warehousing and shipping.
  - (d) Operation of "Hisako's House" and related activities and improvements, including but not limited to office use, events, functions, food services, food preparation and parking.
  - (e) Operation of the Old Settlers Music Festival or other similar events, and all related activities, including but not limited to shipping, receiving and parking.
  - (f) For the purposes of this Agreement the Salt Lick Restaurant and the Salt Lick Pavilion are included solely for the purposes of impervious cover calculation and demonstration of protection of water quality. Any permits or approvals for improvements to those facilities shall be subject only to the requirements applicable in the ETJ and any other applicable instruments existing between the City and Owners.

**3.3. Further Approvals:** Upon the Effective Date of this Agreement, Owners may develop the Property consistent with the Project Approvals and this Agreement. Any future approvals granted in writing by the City for such development as well as any written amendments to the Project Approvals will become a part of the Project Approvals.

**3.4. Standard for Review:** The City's review and approval of any submissions by Owners will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owners in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owners specifying in detail all of the changes that will be required for the approval of the submittal.

**3.5. Approvals & Appeals:** The City acknowledges that timely City reviews are necessary for the effective implementation of Owners' development program. Therefore, the City agrees that it

will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Owners believe that an impasse has been reached with the City staff on any development issue affecting the Project or if Owners wish to appeal any decision of the City staff regarding the Project, then Owners may immediately appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws. Appeals and approvals of variances may be approved by an affirmative vote of at least three of the five (3/5) members of the City Council.

### **3.6. Conceptual Plan Amendments:**

- 3.6.1. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors.
- 3.6.2. In order to provide flexibility with respect to certain details of the development of the Project Owners may seek changes in the location and configuration of the lots shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as the Impervious Cover requirements herein are met. The determination of whether the changes are major or minor is at the sole discretion of the City Administrator.
- 3.6.3. The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Conceptual Plan. The City Administrator may defer such approval to the City Council at the City Administrator's discretion. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall Impervious Cover limit of seventeen percent (17%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.
- 3.6.4. Vineyards: The Conceptual Plan shows approximately sixty (60) acres of vineyard area. Substantial expense has been incurred and will continue to be incurred in establishing the vineyards. However, the long term viability of vineyards in this area is yet to be proven. In the event disease or other factors, in the sole judgment of the Owners, render the vineyards non-viable, Owners have the right to develop the vineyard area for any land use allowed in this agreement. Any such additional development remains subject to the seventeen percent (17%) overall impervious cover limit.
- 3.7. Term of Approvals:** The Conceptual Plan, the Project Approvals, and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the term of this Agreement. The parties agree that going forward, the Effective Date for all Approvals is the date the City Council approves this Agreement.
- 3.8. Extension of Permits & Approvals:** Any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for



any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit. In no instance shall any permits or approvals be extended beyond the fifteen year duration of this Agreement as amended in Section 3.7 above.

**3.9. Initial Brush Removal:** Owners may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Prior to plat approval, Owners may neither remove any tree (other than cedar trees) with a trunk having a diameter greater than four (4) inches measured four (4) feet above the base (ground elevation) of the tree, nor materially alter the existing drainage patterns prior to receiving City approval of Preliminary Plat. Owners shall ensure that as much area as possible is left undisturbed for as long as reasonably possible. Provided, however, Owners may relocate/transplant trees on the Property at any time.

**3.10. Building Code:**

3.10.1. Owners agree that all single-family residential buildings shall be constructed in accordance with all applicable building or construction codes that have been adopted by the City. In addition, Owners shall require all builders of residential structures to meet the LEED program requirements, as administered through the City of Dripping Springs or its agents. Fees for all residential building permits or building inspections by the City or the City’s designee under this section shall be paid by builders. Residential building permit and building inspection fees are not included among the fees specifically listed in this Agreement. City will provide inspections timely and during any period prior to annexation.

3.10.2. Commercial buildings shall be required to obtain building permits. In addition, Owners shall require all builders of non-residential structures to meet the requirements of the LEED silver program, as administered through the City of Dripping Springs or its agents. City may approve direct contract with the City’s building inspection contractor with Owner or commercial building inspections. Upon such contract, the city shall not charge a commercial building construction inspection fee to Owner. In the absence of such contract, commercial building inspections maybe performed by mutually agreed third party building inspector paid by the building owners. The building owner will also pay an inspection fee to the City equal to 20% of the billed third party costs. The requirements provided in this subsection shall not apply to the Salt Lick Restaurant, Thurman's Mansion, Hisako's House or the Pavilion/Pecan Shed.

3.10.3. Building Code waivers or exceptions may be sought by Owners to achieve superior aesthetic design goals if not waiver or exception does not result in threat to the safety of persons or property. Waivers and exceptions may be issued administratively by the City Administrator upon receipt of guidance from the City Attorney, City Engineer and Development Coordinator.

3.10.4. The City agrees that building permit review and issuance shall be accomplished within seven (7) working days for residential building permits and within twenty-eight (28) working days for commercial building permits commencing from the date the building permit application is designated administratively complete.

**3.11. Fiscal Security for Improvements:**

3.11.1. Owners shall be required to provide fiscal surety prior to final plat approval for all road and drainage improvements to Hays County in accordance with the Hays County Subdivision and Development Regulations (effective June 3, 1997). The Owners will be subject to Article VIII, Section 8.3 of those regulations requiring for the Owners to provide to Hays County a good and sufficient surety bond (Performance Bond) or letter of credit equal to one hundred percent (100%) of estimated cost of subdivision-related road and drainage improvements and related infrastructure. Obligations of Owners contained within this bond or letter of credit shall be expired and discharged by the City and Hays County upon construction completion of improvements necessary for the final plat.

3.11.2. Owners shall be required to provide fiscal surety to the City prior to final plat approval for all subdivision-related domestic water service improvements and structural water quality control devices/infrastructure. The Owners will provide to the City a good and sufficient surety bond (Performance Bond), letter of credit or cash escrow equal to 100% of the estimated costs of all subdivision-related domestic water service improvements and structural water quality control devices/infrastructure. The method or type of surety provided will be optional to the Owners. Obligations of Owner contained within this bond, letter of credit or cash escrow shall be expired and discharged by the City upon construction completion of improvements necessary for final plat approval.

**3.12. Highway Access:** The roadway cuts shown on *Exhibit B* are approved by the City as of the Effective Date. Approval of such roadway cuts is contingent on documentation from TxDOT that they are in agreement with the location of the roadway and driveway cuts. Owners and City agree that traffic safety is crucial. All roadway and driveway cuts onto RR 1826, RR 150 and RR 967 not shown on *Exhibit B* shall be subject to the approval of the City.

**3.13. Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and apply to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement.

**ARTICLE 4. ADDITIONAL MATTERS**

**4.1. Lighting:** The Project shall comply with the City’s Lighting Ordinance with the following exceptions: Salt Lick Restaurant, Thurman's Mansion, Hisako's House, and the Pavilion/Pecan Shed. In the event a special exception to the City’s Lighting Ordinance is desired for a temporary event, Owner shall provide at least thirty (30) days’ notice prior to the temporary event to the City for review. The City Administrator may approve Owner's plans

for such event, or at the City Administrator's discretion, forward such approval to the City Council. City will provide timely responses to Owner's special exception request, no more than ten (10) days after receipt of the request.

## 4.2. Signage

- 4.2.1 Notwithstanding other provision in the Code, the following criteria constitute the sign regulations for the Property and shall govern all commercial and subdivision signage for the Property. The requirements provided in this subsection shall not apply to the Salt Lick Restaurant, Thurman's Mansion, Hisako's House and the Pavilion/Pecan Shed. All other signage, and any deviations from the standards set out below, shall be assessed in accordance with the City Sign Ordinance in effect at the time a sign permit application is filed.
- 4.2.2 Owners may install and maintain a maximum of three (3) free standing monument signs on premise and three (3) off premise signs located on the Property as part of the Project, the top of which shall not be more than ten feet (10') in height.
- 4.2.3 All of such free standing monument signs may be back-to-back, double-faced, and/or multi-use signs. As used herein, sign area is defined as the number of square feet contained within the smallest single polygon that will encompass the actual lettering and any logo on one face of the sign (a logo may be measured using a separate polygon or circle from that containing the lettering). The face of the sign shall not exceed six feet (6') vertical. The portions of a masonry structure on which the sign is located are not counted as part of the sign area provided they are not contained within the polygon. The portions of a masonry structure on which the sign is located shall be counted as to the overall height of the sign structure. Notwithstanding any provision of the Code to the contrary, some or all of such signs may be off premises signs in whole or in part, provided that no such sign may be located off of the Property or advertise a business not located on the Property.
- 4.2.4 Informational LED/LCD signage utilized for directional/event information is permitted, however, these signs shall not flash or scroll, and may not contain advertising.
- 4.2.5 Each tenant or occupant, not including the Lodge & Spa and the Winery, on the Property shall be entitled to install flat building signage, including logos, complying with the following requirements:
- (a) Lettering constituting such signage shall consist of one (1) horizontal line of lettering not to exceed twenty-four inches (24") in height; or two (2) horizontal lines of lettering not to exceed thirty-six inches (36") in height, including a minimum six inch (6") space between the two (2) lines; no lettering line shall exceed fifty percent (75%) the width of the store front glass.

- (b) Logos shall not exceed four square feet (4 sq. ft.) in size and may be used with one line of lettering not to exceed twenty-four inches (24") in height or forty-eight inches (48") in length.
  - (c) The total length on any such sign shall not exceed fifty percent (50%) of the storefront width of the tenant or occupant's premises in the Property; and Signs for any one (1) tenant or occupant shall not exceed or be placed beyond the storefront width.
  - (d) All signs elements shall be at least twenty-four inches (24") from the top, sides and base of the façade.
- 4.2.6 Sign Extension. Flat building signage for all buildings on the Property may not extend more than ten inches (10") from the façade of such buildings.
- 4.2.7 Graphic Symbols. Graphic symbols used to represent or identify a business entity or organization shall be permitted to be displayed on all signs within the Property upon Owners' approval.
- 4.2.8 Design. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the Property.
- 4.2.9 Finishes. Color applied to sign faces can be gloss. Returns shall be painted to match the facade.
- 4.2.10 Lighting. All letters must be mounted to aluminum wireways. Wireways cannot exceed twelve inches (12") in height and MUST be painted to match the appropriate building exterior. One visible wireway is permitted per sign. Lighting must comply with the City's Lighting Ordinance.
- 4.2.11 Window Signs. No exterior window signs are permitted other than the following: hours of operation not to exceed three square feet (3 sq.ft.). Interior installation. Operation hours can include phone contact numbers and web address.
- (a) Address marking to indicate suite number only and shall not exceed one square foot (1 sq.ft.) in area. Interior Installation.
  - (b) All signs are subject to Owners' approval.
- 4.2.12 Moving or Flashing Signs Prohibited. The following signs are prohibited: Signs employing moving or flashing lights; Signs employing exposed ballast boxes or transformers; Sign manufacturers name, stamps or decals; Signs employing painted, non-illuminated letters; and Signs employing unedged plastic letters or letters with no returns or exposed fastenings.

**4.3. Fire Protection:** Fire protection will be provided by the Driftwood Volunteer Fire Department and this Project will comply with the fire protection standards as mandated by the Driftwood Volunteer Fire Department and/or Emergency Services District #5.

**4.4. Annexation:**

**4.4.1. Annexation:**

- (a) Owners hereby agree that this Agreement, once approved and signed by all parties, is a valid and legally sufficient request to extend the city limits of the City (i.e., incorporated municipal boundary) to cover the Property, and no additional petitions or requests from the Owners are necessary, except as provided below. A petition for annexation is included as *Exhibit "E"*, which shall be valid for the duration of this Agreement, and shall be binding on Owners' successors and assigns and subsequent purchasers. Owners agree that if the Property, or any portion thereof, is sold prior to the expiration of fifteen (15) years from the Effective Date, Owners shall, as part of the closing documents, execute and cause to be recorded restrictive covenants or other documents memorializing the provisions of this Agreement. Owners further agree that if the Property, or any portion thereof, is sold for commercial purposes prior to the expiration of fifteen (15) years from the Effective Date, Owners shall, as part of the earnest money contract, cause to be executed by the subsequent purchaser(s) a petition for annexation in the form as the one provided in *Exhibit "F"*, which shall be valid for the remainder of the fifteen (15) years from the Effective Date and filed with the City. Owners agree to provide the City a written Notice of Sale of Commercial Property together with a petition for annexation in the form as the one attached hereto as Exhibit "F", if obtained from the subsequent purchaser within fifteen (15) business days after completion of such sale.

The City agrees it will not annex any portion of the Property for a period of fifteen (15) years after the Effective Date, unless: (1) otherwise agreed by both parties; (2) an executed annexation petition from a subsequent purchaser of a commercial portion of the Property is not provided to the City; or (3) annexation of a commercial portion of the Property is necessary to implement an economic mechanism offered by the City as provide below in subsection (b). In the event an executed annexation petition from a subsequent purchaser of a commercial portion of the Property is not provided, Owners shall provide written notice to City than an annexation petition has not been executed by a subsequent purchaser sixty (60) days prior to the closing date, as defined in the earnest money contract, along with a metes and bounds description of the portion of the property being sold. At such time, City shall have the right to only annex the commercial portion of the Property for which no executed annexation

petition has been obtained.

Further, in the event of future annexation of the commercial portions of the Property as authorized in this subsection, City acknowledges that Section 43.056 (g) of the Texas Local Government Code requires that if the area to be annexed has a level of services for operating and maintaining infrastructure superior to the level of services provided within the City's corporate boundaries before annexation, the City's annexation service plan must provide for the operation and maintenance of infrastructure of the annexed area at a level of services that is equal to or superior to that level of service existing before annexation.

- (b) The parties acknowledge that the Owners are investigating the feasibility of the creation of a special district or other economic mechanism (the "economic mechanism") that will create a revenue stream to assist the Owners with the construction and/or maintenance of Project infrastructure, landscaping or other eligible capital improvements related to the Project. City and Owners have agreed to work together with respect to such an economic mechanism. If, within six (6) months of the Effective Date of this Agreement, Hays County has offered the creation of an economic mechanism for the Project and the City is able to offer the Owners in writing an economic mechanism that is equal to the economic mechanism offered by Hays County for the Project, Owners agree to accept the economic mechanism offered by City rather than that offered by Hays County. Further, if necessary to implement the economic mechanism offered by the City, the Owners agree to annexation of the commercial portions of the Property by the City prior to the expiration of the fifteen (15) year period after the Effective Date. In the event such early annexation is necessary to implement the City's economic mechanism, the City agrees to provide Owners a Council Resolution or other written instrument evidencing the City's commitment to create and provide the economic mechanism for the Project. If, after the expiration of the six (6) month period after the Effective Date the City is unable to offer an economic mechanism equal to the economic mechanism offered by Hays County for the Project, Owners shall be free to seek the creation of an economic mechanism by Hays County or other means.

- 4.4.2. **Land Uses:** Contemporaneously with the annexation of Property within the Project, the City will initiate the zoning process for that area consistent with land uses existing on the effective date of the Agreement, and, for any undeveloped land, the land uses described in the Conceptual Plan as amended and the uses described in Section 3.2.4.

- 4.5. **On-site Construction Materials:** A substantial amount of sand and gravel has been removed from Onion Creek and stockpiled on the site as part of a creek restoration project.

The materials will be sorted by size for use in the construction of the Project. Excavation of additional material may be conducted on the site and mixed with the existing stockpiled material to meet specifications for road base and other uses.

- 4.6. **Creek Maintenance:** Maintenance of a healthy aquatic environment above the dam on Onion Creek requires the periodic removal of sand and gravel deposited in the stream bed. Such maintenance is authorized under this Agreement pursuant to appropriate permitting from TCEQ, US Army Corps of Engineers, Texas Parks & Wildlife Department and Hays County.

## ARTICLE 5. AUTHORITY

### 5.1. Term:

- 5.1.1. **Initial Term:** The term of this Agreement will commence on the December 31, 2014 and continue for fifteen (15) years thereafter (“Initial Term”), unless sooner terminated under this Agreement. This Agreement may be extended for a longer duration not to exceed an additional ten (10) years upon mutual agreement of the Parties. In the event such an extension is agreed to all provisions of this Agreement shall remain in full force and effect throughout the extension.
- 5.1.2. **Expiration:** After the Initial Term and any extension, this Agreement will be of no further force and effect except that termination will not affect any right or obligation arising from Project Approvals previously granted.
- 5.1.3. **Termination or Amendment:** This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Owners or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Owners of only the portion of the Property affected by the amendment or termination.

- 5.2. **Authority:** This Agreement is entered under the statutory authority of Section 212.172 of the Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Property as provided in this Agreement; authorize certain land uses and development on the Property provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Property to the City.

- 5.3. **Applicable Rules:** As of the Effective Date, Owners have initiated the subdivision and development permit process for the Project. The City agrees that in accordance with Chapter 245, Local Government Code, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owners have authority to develop the Property in accordance with the



Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

- 5.4. Right to Continue Development:** In consideration of Owners' agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose:
- (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or oilier necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.
- 5.5. Equivalent Substitute Obligation:** If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.
- 5.6. Cooperation:**
- 5.6.1. The City and Owners each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
  - 5.6.2. The City agrees to cooperate with Owners in connection with any waivers or approvals Owners may desire or require to obtain from the County in connection with the development of the Property.
- 5.7. Litigation:** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City

Council. The Owners agree to defend and indemnify the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

**ARTICLE 6. GENERAL PROVISIONS**

**6.1. Assignment & Binding Effect:**

6.1.1. This Agreement and the rights and obligations of Owners hereunder, may be assigned by Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and is executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.

6.1.2. If Owners assign its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owners will be non-severable, and Owners will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.

6.1.3. The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

6.1.4. Owners agree that all restrictive covenants for the Project shall reinforce this Agreement. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement shall be recorded in the Hays County land records to place subsequent purchasers on notice.

**6.2. Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as

is possible.

- 6.3. Governing Law, Jurisdiction & Venue:** *This Agreement shall be governed by and construed* in accordance with the laws of the *State of Texas*, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in *Hays County*, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- 6.4. No Third Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- 6.5. Mortgagee Protection:** This Agreement will not affect the right of Owners to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project (“Lender”) may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and its Lenders’ representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:
- 6.5.1. Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.
- 6.5.2. The City will, upon written request of a Lender given in compliance with Section 6.17, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.
- 6.5.3. In the event of default by Owners under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owners, either under this Agreement or under the notice of default.
- 6.5.4. Any Lender who comes into possession of any portion of the Property by foreclosure deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owners arising prior to the Lender’s acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.
- 6.6. Certificate of Compliance:** Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the

requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this thirty (30) day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or City Development Coordinator will be authorized to execute any requested certificate on behalf of the City.

- 6.7. Default:** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.
- 6.8. Remedies for Default:** If either Party defaults under this Agreement and fails to cure the default within the applicable period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.
- 6.9. Reservation of Rights:** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.10. Attorneys Fees:** The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.
- 6.11. Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the

written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

- 6.12. Entire Agreement:** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.
- 6.13. Exhibits, Headings, Construction & Counterparts:** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 6.14. Time:** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.
- 6.15. Authority for Execution:** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owners certify, represent and warrant that the execution of this Agreement is duly authorized in conformity with their authority.
- 6.16. Property Rights:** Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Property, and the Project.
- 6.17. Notices:** Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

**CITY:**

*Original:* City Administrator  
P.O. Box 384  
Dripping Springs, Texas 78620

*Copy to:* Alan J. Bojorquez  
Dripping Springs City Attorney  
12325 Hymeadow Dr., Ste. 2-100  
Austin, Texas 78750

**OWNERS:**

*Original:* c/o M. Scott Roberts  
17900 FM 1826  
Driftwood, Texas 78619

*Copy to:* Henry Gilmore  
*Attorney for Owners*  
DuBois, Bryant, Campbell, & Schwartz, L.L.P.  
700 Lavaca Street  
Suite 1300  
Austin, Texas 78701

**6.18. Exhibits:** The exhibits to this Agreement shall be incorporated herein for all intents and purposes. The exhibits are listed as follows:

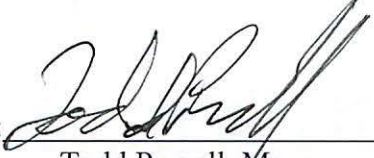
- Exhibit A The Property
- Exhibit B Conceptual Land Use Plan
- Exhibit B1 Open Space
- Exhibit C Alternative Project Standards and Variances
- Exhibit C1 Street Design Standards
- Exhibit D Driftwood Commercial Landscape Design Criteria
- Exhibit E Annexation Petition
- Exhibit F Annexation Petition for Commercial Properties

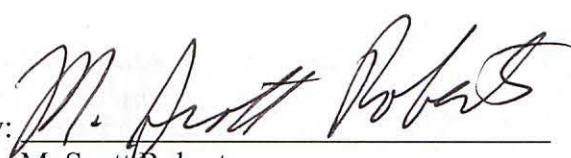
{signature page follows}

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT TO BE EFFECTIVE ON DECEMBER \_\_, 2014.

CITY OF DRIPPING SPRINGS:

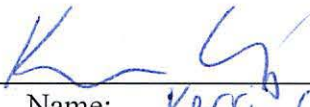
M. SCOTT ROBERTS:

by:   
\_\_\_\_\_  
Todd Purcell, Mayor

by:   
\_\_\_\_\_  
M. Scott Roberts

ATTEST:

DRIFTWOOD EQUITIES, LTD.

by:   
\_\_\_\_\_  
Name: Keri Craig  
City Secretary

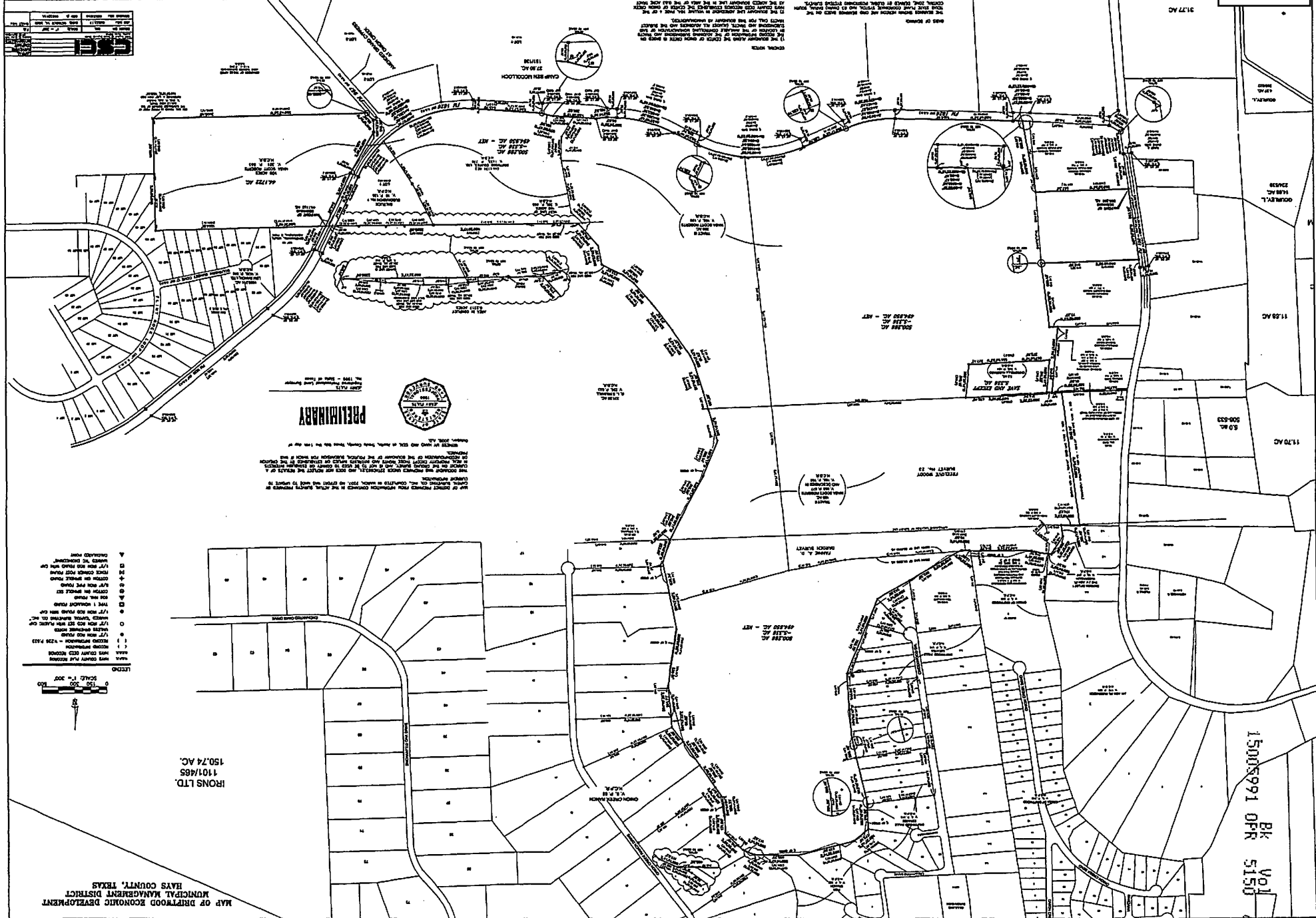
Title:   
\_\_\_\_\_

ATTEST:

by:   
\_\_\_\_\_



NO.	DATE	DESCRIPTION	BY
1	11/11/85	PRELIMINARY	...
2	...	...	...
3	...	...	...
4	...	...	...



**PRELIMINARY**

PLAT NO. 11185  
 1101/85  
 IRONS LTD.  
 150.74 AC.

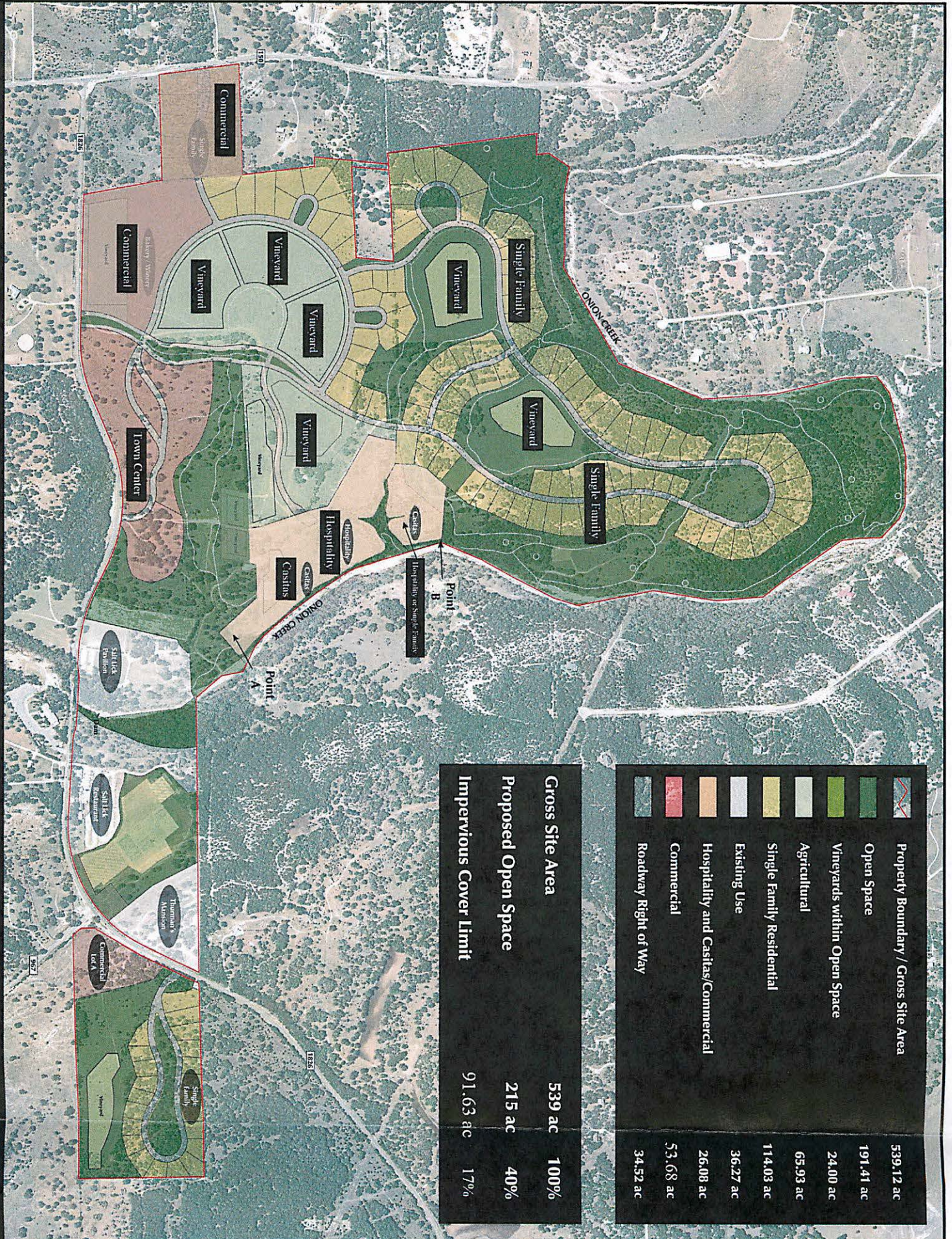
- LEGEND
- 1. 1" = 100' SCALE
  - 2. 1" = 200' SCALE
  - 3. 1" = 400' SCALE
  - 4. 1" = 800' SCALE
  - 5. 1" = 1600' SCALE
  - 6. 1" = 3200' SCALE
  - 7. 1" = 6400' SCALE
  - 8. 1" = 12800' SCALE
  - 9. 1" = 25600' SCALE
  - 10. 1" = 51200' SCALE
  - 11. 1" = 102400' SCALE
  - 12. 1" = 204800' SCALE
  - 13. 1" = 409600' SCALE
  - 14. 1" = 819200' SCALE
  - 15. 1" = 1638400' SCALE
  - 16. 1" = 3276800' SCALE
  - 17. 1" = 6553600' SCALE
  - 18. 1" = 13107200' SCALE
  - 19. 1" = 26214400' SCALE
  - 20. 1" = 52428800' SCALE
  - 21. 1" = 104857600' SCALE
  - 22. 1" = 209715200' SCALE
  - 23. 1" = 419430400' SCALE
  - 24. 1" = 838860800' SCALE
  - 25. 1" = 1677721600' SCALE
  - 26. 1" = 3355443200' SCALE
  - 27. 1" = 6710886400' SCALE
  - 28. 1" = 13421772800' SCALE
  - 29. 1" = 26843545600' SCALE
  - 30. 1" = 53687091200' SCALE
  - 31. 1" = 107374182400' SCALE
  - 32. 1" = 214748364800' SCALE
  - 33. 1" = 429496729600' SCALE
  - 34. 1" = 858993459200' SCALE
  - 35. 1" = 1717986918400' SCALE
  - 36. 1" = 3435973836800' SCALE
  - 37. 1" = 6871947673600' SCALE
  - 38. 1" = 13743895347200' SCALE
  - 39. 1" = 27487790694400' SCALE
  - 40. 1" = 54975581388800' SCALE
  - 41. 1" = 109951162777600' SCALE
  - 42. 1" = 219902325555200' SCALE
  - 43. 1" = 439804651110400' SCALE
  - 44. 1" = 879609302220800' SCALE
  - 45. 1" = 1759218604441600' SCALE
  - 46. 1" = 3518437208883200' SCALE
  - 47. 1" = 7036874417766400' SCALE
  - 48. 1" = 14073748835532800' SCALE
  - 49. 1" = 28147497671065600' SCALE
  - 50. 1" = 56294995342131200' SCALE
  - 51. 1" = 112589990684262400' SCALE
  - 52. 1" = 225179981368524800' SCALE
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  - 60. 1" = 57646075230342348800' SCALE
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  - 72. 1" = 236118324143482260684800' SCALE
  - 73. 1" = 472236648286964521369600' SCALE
  - 74. 1" = 944473296573929042739200' SCALE
  - 75. 1" = 1888946593147858085478400' SCALE
  - 76. 1" = 3777893186295716170956800' SCALE
  - 77. 1" = 7555786372591432341913600' SCALE
  - 78. 1" = 15111572745182864683827200' SCALE
  - 79. 1" = 30223145490365729367654400' SCALE
  - 80. 1" = 60446290980731458735308800' SCALE
  - 81. 1" = 120892581961462917470617600' SCALE
  - 82. 1" = 241785163922925834941235200' SCALE
  - 83. 1" = 483570327845851669882470400' SCALE
  - 84. 1" = 967140655691703339764940800' SCALE
  - 85. 1" = 1934281311383406679529881600' SCALE
  - 86. 1" = 3868562622766813359059763200' SCALE
  - 87. 1" = 7737125245533626718119526400' SCALE
  - 88. 1" = 15474250491067253436239052800' SCALE
  - 89. 1" = 30948500982134506872478105600' SCALE
  - 90. 1" = 61897001964269013744956211200' SCALE
  - 91. 1" = 123794003928538027489912422400' SCALE
  - 92. 1" = 247588007857076054979824844800' SCALE
  - 93. 1" = 495176015714152109959649689600' SCALE
  - 94. 1" = 990352031428304219919299379200' SCALE
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  - 96. 1" = 3961408125713216879677197516800' SCALE
  - 97. 1" = 7922816251426433759354395033600' SCALE
  - 98. 1" = 15845632502852867518708790067200' SCALE
  - 99. 1" = 31691265005705735037417580134400' SCALE
  - 100. 1" = 63382530011411470074835160268800' SCALE

Pd  
 Vol 5150  
 Bk 15005991 OPR  
 627



# Driftwood

Exhibit B October 2014 (Original Exhibit June 2007)  
Conceptual Land Use Plan



	Property Boundary / Gross Site Area	539.12 ac
	Open Space	191.41 ac
	Vineyards within Open Space	24.00 ac
	Agricultural	65.93 ac
	Single Family Residential	114.03 ac
	Existing Use	36.27 ac
	Hospitality and Casitas/Commercial	26.08 ac
	Commercial	53.68 ac
	Roadway Right of Way	34.52 ac

<b>Gross Site Area</b>	539 ac	100%
<b>Proposed Open Space</b>	215 ac	40%
<b>Impervious Cover Limit</b>	91.63 ac	17%

North Arrow

Scale: 0, 300', 600'

M. BOSSÉ



Gross Site Area 539.12 acres  
Total Proposed Open Space 215.41 acres  
Percentage of Gross Site area 40%

Designated Public Access  
Exact boundaries will be reflected at the time of Final Platting the Town Center

Thurman's Mansion  
Salt Lick Restaurant

- Property Boundary
- Proposed Open Space
- Private Lot

Exhibit B-1  
Proposed Open Space

Driftwood



**Driftwood**  
**EXHIBIT C**  
**Alternative Project Standards**

Subdivision Ordinance

1. Variance: Section 4.8(l)10 and Section 4.9.1(d) Identification of Trees: Only individual trees over twelve inches in diameter that are to be removed as part of the roadway and utility construction process will be identified.
2. Variance: Section 11 Street Geometric Design Standards: Streets will be constructed according to the design standards as set out in Exhibit C-1 (which are variances from the TCSS Manual).
3. Variance: Section 14.6 Minimum Lot Sizes in Extraterritorial Jurisdiction: The minimum lot size for residential lots shall be one half acre. The average residential lot size, including open space, shall be greater than 1.5 acres.
3. Alternative Standard: Private streets shall be allowed within the development.
4. Alternative Standard: Gated streets shall be allowed within the development.
5. Alternative Standard: The maximum block length may exceed 2,000 feet.
6. Alternative Standard: Shared Access Drives may serve up to eight lots.
7. Alternative Standard: ~~Up to five~~ Wildlife exclusion devices within the roadways shall be permitted to protect the vineyards and other agricultural uses.

Water Quality Protection Ordinance

1. Section 5 Performance Standards: The project meets the Pollutant Load performance standards without further engineering calculations or submittals.
2. Variance: Section 7.4(k) Allowable Development in Water Quality Buffer Zone: Excavation of sand and gravel that accumulates in the creek bed in the backwater from the dam on Onion Creek shall be allowed when the creek is not flowing.
3. Variance: Section 7.2 Water Quality Buffer Zone determined according to size of drainage basin: The buffer zone along Onion Creek from Point A to Point B shall end at the top of the bluff. Following suitable results from geo-structural engineering analysis of this area, buildings and attendant features, but no parking lots, may occupy a maximum of fifty percent (50 %) of the length of this section of the bluff.
4. Alternative Standard: Hike and bike trails shall be permitted within the buffer zones.

Justification for the Alternative Project Standards and responses to the required findings:

1. That there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of this Chapter would deprive the applicant of the reasonable use of the land;

The Owner proposes to develop a high quality, low density mixed use project that is sensitive to the constraints and assets of the site. The site has frontage on three arterial roadways (RR 1826, RR 967 and RR 150). The site is also bounded by over 13,000 feet of frontage on the main channel of Onion Creek with its associated flood plain. Portions of the site have been cleared for historic agricultural uses. Other portions of the site are densely wooded. Parts of the site are more open grassland with scattered specimen trees.

The proposed plan proposes a mixture of low density residential use, agricultural uses and small scale commercial development. The goal is to retain as much open space as possible to preserve a more rural character of development in a part of the ETJ where higher densities are not appropriate. In order to assure this result the impervious cover is to be limited to no more than fourteen percent (14%) of the site. This impervious cover limit is exceptionally low in light of the access of the site to arterial roadways that provide the potential for more extensive commercial development.

The project furthers the City's goals of promoting economic development and tourism. The vineyards, winery, lodge, spa, restaurant and event facilities will create an environment that will draw people to the area as well as create jobs for area residents. The vineyards will promote the concept of agricultural uses remaining a viable component of the northern Hays County economy as well as preserving open space.

The development goals just described cannot be met with a literal application of the City's regulations in light of the site characteristics and constraints.

2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;

The applicant is proposing a development of a much lower intensity than existing regulations would allow and that the access to arterial roadways would reasonably support. The variances are necessary to make it feasible to forgo the more dense development potential of the tract. The variances also provide for an increased level of environmental protection and habitat preservation.

3. That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area;

A low density, high quality development will establish a positive precedent for the area. The low density will minimize demands on future infrastructure requirements while enhancing the value of surrounding properties. Future tax base will be high while the demand for services will be low.

### Site Development Ordinance

Variance: Section 13.2 Cut and Fill: Cut and fill may exceed four feet (4) for agricultural irrigation ponds, water quality ponds (wet and dry) and activities occurring under section 4.5 of the Agreement.

### Sign Ordinance

Variance: Section VI. Sign Standards, Location: Owner may install 3 off premise free standing monument signs located on the Property, the top of which shall not be more than 10 feet in height.

### Parkland Dedication Ordinance

Alternative Standard: The open space provided within the Property meets the requirements of the Parkland Dedication Ordinance.

**Driftwood**  
**EXHIBIT C-1**  
**Street Design Standards**  
May 22, 2007

Code Section	Code Requirement	Proposed Requirement	
<b>TCSS MANUAL</b> <b>2.3.2. Hays County Subdivision and Development Regulations</b> The road standards for the City of Dripping Springs, TX will be governed by Table 7.3, Summary of Hays County Road Standards.	<b>Country Lane</b>		
	Design Speed (1)	25 mph	20 mph
	Minimum ROW Width	50'	40'
	Minimum Centerline Radius (1)	200'	80'
	Minimum Tangent Length Between Reverse Curves (1)	50'	0'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	10'
	Minimum Court (Cul-de-sac) Inside Pavement Radius (2)	35'	25'
	Minimum Court (Cul-de-sac) ROW Radius (2)	65'	50'
	<b>Local Street</b>		
	Design Speed (1)	25 mph	20 mph
	Minimum ROW Width	60'	50'
	Width of Traveled Way	20'	18' undivided 2 @ 10' divided
	Minimum Centerline Radius (1)	300'	100'
	Minimum Tangent Length Between Reverse Curves (1)	100'	0'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	10'
	Minimum Court (Cul-de-sac) Inside Pavement Radius (2)	45'	25'
	<b>Minor Collector</b>		
	Design Speed (1)	35 mph	30 mph
	Minimum ROW Width	60'	50'
	Width of Traveled Way	22'	22' undivided 2 @ 11' divided
	Minimum Centerline Radius (1)	375'	200'
	Minimum Tangent Length Between Reverse Curves (1)	150'	50'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	15'
	<b>Major Collector</b>		
	Design Speed (1)	45 mph	30 mph
	Minimum ROW Width	70'	50'
	Width of Traveled Way	24'	24' undivided 2 @ 12' divided
	Minimum Centerline Radius (1)	675'	200'
	Minimum Tangent Length Between Reverse Curves (1)	150'	100'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	15'

\* ADT - Average Daily Trips per single family home is presumed to be 10 vehicle trips per day.



4. That the granting of the variances will not have the effect of preventing the orderly development of other land in the area in accordance with the provisions of this Chapter;

The granting of the variances will support the orderly development of other land in the area. The substantial compliance of the proposed development with the recently completed Regional Water Quality Protection Plan is a precedent for this part of the ETJ that should be actively encouraged on the part of other properties. From a traffic circulation perspective no connection of proposed roadways to adjacent properties is either appropriate or proposed, thus their orderly subdivision is not affected.

5. The waiver will enable the applicant to preserve more native trees, provide more open space, or ensure more wildlife preservation than would be possible complying with the strict mandates of this Chapter.

The key concept underlying the residential portion of the project is to maximize common open space. The reduction in minimum lot size will assure more area remains in a natural state than if it were included within a lot. Increased habitat for wildlife is consequently assured as well as the preservation of native trees. The access to a large amount of common open space should more than offset the reduced lot size from the perspective of the lot buyer.

**Driftwood**  
**EXHIBIT C-1**  
**Street Design Standards**  
May 22, 2007

NOTES:

- (1) Being a gated neighborhood, without significant numbers of external vehicle traffic and without any cut-through traffic, we want to have a slower internal roadway speed to accommodate safer pedestrian travel and to be in keeping with the rural character. With the lower design speed we can safely reduce the items so marked (1) and therefore propose those alternative standards.
- (2) Items marked (2) are improved by and benefit from the lower design speed and they also reduce project impervious cover in areas where no longer needed due to slower traffic.

Other alternative design standards

- Divided lanes with medians to enhance safety of contra-flowing traffic
- Implementation of ribbon curb to preserve the rural feel of the area.
- Shared Driveways
- Traffic Calming Devices (Roundabouts, Chicanes, Neckdowns, Etc.)

## Exhibit D

### DRIFTWOOD COMMERCIAL LANDSCAPE DESIGN CRITERIA

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The information in this Exhibit is intended to define the technical design criteria needed to achieve the landscape policy goals for all commercial uses located within the Driftwood project.

The Plant Guide for this Exhibit (the "Guide") is Native and Adapted Landscape Plants by the Texas Coop Extension at Texas A&M University and the City of Austin which is available free at many garden centers, and is featured on the site [growgreen.org](http://growgreen.org).

The following uses do not have to comply with the Landscape Design Criteria:

- Single family residential dwellings, though St. Augustine grass is not permitted on residential lots.
- Existing St. Augustine turf may be maintained at Thurman's Mansion and the Salt Lick Pavilion.
- Limited areas of St. Augustine may be installed in locations designed to serve weddings and similar functions.

#### A. Landscape Area.

At least 20 percent of street-side yard must be landscaped. Grass areas not using native or drought tolerant lawn grasses in the Guide are not credited as landscaped area except in shaded areas that receive less than six hours of sunlight per day. St. Augustine grass shall not be permitted.

#### B. Determining Street-side Yard.

The exact configuration of a street yard (or yards) on a site will depend on how a number of factors interrelate on that site. Among these factors are:

- Type and location of building walls.
- Number of streets that border the site.
- Number, size, and orientation of buildings on the site.

The street yard area is calculated by finding the total lot square footage which lies between the street right of way line and the front wall of a building or buildings on a site. This street yard boundary extends from the outward most corners of the front wall, parallel to the street until it intersects with the side property lines.

#### C. Drip Line Credit.

In order to encourage the preservation and continued growth of smaller trees, the following credit toward landscape area is possible. Each square foot of landscape area which is permeable and within the area encompassed by the drip line of a tree at least two (2) inches in trunk diameter measured at 4-½ feet above the ground, shall count as one and one-quarter (1.25) square feet of the requirement for landscape area. In no case can

the actual landscape area in the street yard of a lot be less than 1/3 of the required 20 percent.

#### D. Buffering.

Buffering is a site specific requirement that should be evaluated based on viewer distance and angle of view from the areas or site features requiring buffering. Buffer design should also consider traffic movement and safety and the amount of view obstruction needed and the type and mixture of design elements used in the buffer. To be considered effective, a combination of buffering elements should be used to provide a partial view obstruction of those items to be buffered (pavement, parked cars, etc.). Landscape buffers should be planted in a permeable landscape area at least eight (8) feet wide, measured from inside of curb or pavement to the property line.

#### E. Plant Selection

At least 90% of the areas shall be planted with species from the Guide. Up to 10% of the plants may be of a non-preferred variety as long as they are grouped together in a suitable area and can be irrigated separately.

#### F. Turf Selection and Limitations.

Areas that receive more than six (6) hours of sunlight per day shall be planted with turf species from the Guide. St. Augustine is not permitted

#### G. Soil Conditioning and Mulching

The following soil conditioning and mulching requirements apply where there is less than six inches of native soil:

A minimum of 2 inches of organic mulch shall be added in non-turf areas to the soil surface after planting.

Non-porous material such as sheet plastic shall not be placed under the mulch.

A minimum of 4 inches of permeable soil, native or imported, shall be required for turf and landscaped areas. The organic matter content of such soils shall be not less than 5% by dry weight.

#### H. Tree Planting Areas

Tree planting areas are to be provided with a minimum of 12 inches of friable native loam soil (max. 40% clay, minimum 5% organic matter). Planting in relatively undisturbed existing native soils is encouraged. Soil to a minimum depth of 12 inches is required within the entire landscape median or peninsula. All other planting areas must have a minimum soil depth of 12 inches within a radius of six feet from the tree trunk.

Trees are not to be planted in un-amended caliche, solid rock, or in soils whose texture has been compacted by construction equipment. Areas of compaction which have been subsequently amended with 12 inches of friable native soil are suitable for planting.

### I. Irrigation of Landscape Areas

The Owner shall be responsible for the irrigation of all required landscape areas and plant materials, utilizing one or a combination of the following methods:

- An automatic or manual underground irrigation system (conventional spray, bubblers, drip, emitters, drip tubing, porous pipe and the like with turf zones separated from planting zones unless otherwise approved; or
- A hose attachment must be located within 100 feet of all required landscape areas and plant materials where there is no road or parking pavement between the hose attachment and landscape area and the site plan area is no longer than 0.5 acre; or
- Landscape areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system to provide irrigation for the first two (2) growing seasons.

The irrigation methods used shall:

- Provide a moisture level in an amount and frequency adequate to sustain growth of plant materials on a permanent basis;
- Be in place and operational at the time of the site completion inspection; and
- Be maintained and kept operational at all times to provide for efficient water distribution.

Landscape working plans shall indicate, by a detail, a drawing or by specification, in a note on the site plan, the nature and location of irrigation which will be used, specific enough to show that adequate irrigation will be provided to all required landscape areas and plant materials and that there is no disturbance to the critical root zones of existing trees.

No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.

Automatic irrigation systems shall be designed and installed by a Texas licensed irrigator.

### J. Landscape Plan

The landscape plan shall be submitted with the site plan and shall have the seal and certification of a landscape architect, architect, professional engineer or full time building designer for projects over one-half acre in size, and the seal and certificate of a landscape architect or architect for all projects over one acre in size, that the plan meets these criteria.

### K. Alternative Plan Proposals

An applicant or owner can submit an alternative design which proves to be as good or better than strict compliance with the basic landscape criteria. Alternative proposals should be clearly identified on the landscape plans and the site plan application should include a letter outlining the alternative proposal. Review of the alternative proposal will be in conjunction with the site plan review.

### L. Automated Irrigation System

The installation of an automatic conventional spray type irrigation system is allowed, however, the installation of an automatic water saving drip irrigation system for all landscaped areas is strongly encouraged.

**M. Preservation of Existing Vegetation:**

Consideration will be given to outstanding designs that preserve natural vegetation beyond what is required by this criteria. This is a difficult concept to quantify and will be considered based on the merits of the proposal and the site constraints.

**N Integrated Pest Management Plan (IPM)**

An IPM will be submitted along with the landscape plan and will be reviewed at the site plan stage of the project.

**O. Rainwater collection and beneficial reuse.**

Rainwater harvesting and reuse for site irrigation will be required on at least 50% of the roof area of each building, or on 50% of the total roof area in a site plan. Rain water tanks and cisterns will not be considered to be impervious cover and they shall be allowed to be installed above ground and to be located at roof/gutter downspouts or in another convenient location to facilitate the goal of rainwater collection and beneficial reuse.

**P. Integrated Low Impact Development (LID) stormwater management practices:**

Integrating LID practices for the purpose of addressing both pollutant removal for stormwater and protection of predevelopment hydrological functions, will be given consideration in alternative landscape design criteria. Functional LID landscape designs will be assessed for effectiveness and positive landscape points will be determined accordingly.



STATE OF TEXAS

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COUNTY OF HAYS

**PETITION FOR VOLUNTARY ANNEXATION**

**To the Mayor and City Council of the City of Dripping Springs:**

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Dripping Springs to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the City of Dripping Springs, the property described on *Exhibit "A"*, which is attached and incorporated herein for all purposes.

We certify and swear that the tract is:

1. one-half mile or less in width; and
2. adjacent (i.e., contiguous) to the municipal boundary; and
3. the location upon which fewer than three registered voters reside, or is vacant or without residents.

We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

This instrument was acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_ on this the \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS                    §  
   §  
COUNTY OF HAYS                 §

**PETITION FOR VOLUNTARY ANNEXATION**

**To the Mayor and City Council of the City of Dripping Springs:**

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Dripping Springs to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the City of Dripping Springs, the property described on *Exhibit "A"*, which is attached and incorporated herein for all purposes.

We certify and swear that the tract is:

- 1. one-half mile or less in width; and
- 2. adjacent (i.e., contiguous) to the municipal boundary; and
- 3. the location upon which fewer than three registered voters reside, or is vacant or without residents.

We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

This instrument was acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_



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

**Submitted By:** Laura Mueller, City Attorney

**Council Meeting Date:** February 7, 2023

**Agenda Item Wording:** **Discuss and consider a resolution annexing 13.9499 acres into the Driftwood Conservation District. Applicant: J. David Rhoades, President**

**Agenda Item Requestor:** Driftwood Conservation District

**Summary/Background:** Resolution approves the petitions to allow additional property to be added to the Driftwood Conservation District. By Resolutions No. 2017-17, 2018-R25, 2019-R06, 2019-R37, and 2020-R18 the City consented to the creation of the Driftwood Conservation District, subject to certain conditions and restrictions and consented to the annexation of certain other property into the District; The City has since received one Petition formally requesting that the City consent to the annexation of the amount of approximately 13.9499 acres of land into the Driftwood Conservation District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code. The district is helping to fund the City's wastewater infrastructure to the site.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** City staff recommends approval.

**Attachments:** Petition for Annexation Consent; Resolution; Map

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



**CITY OF DRIPPING SPRINGS**

**RESOLUTION NO. 2023-R\_\_**

A RESOLUTION ACCEPTING THE PETITION REQUESTING THE CONSENT OF THE CITY OF DRIPPING SPRINGS FOR DRIFTWOOD CONSERVATION DISTRICT TO ANNEX CERTAIN PROPERTY IN THE DISTRICT

**WHEREAS,** by Resolution Nos. 2017-17, 2018-R25, 2019-R06, 2019-R37, and 2020-R18 the City of Dripping Springs, Texas (the “City”) consented to the creation of the Driftwood Conservation District, subject to certain conditions and restrictions and consented to the annexation of certain other property into the District;

**WHEREAS,** The City has received a Petition formally requesting that the City consent to the annexation of approximately 13.9499 acres of land (described by the Field notes attached as Exhibit A and ownership verified in the Affidavit of Ownership from Hays County attached as Exhibit B) into the Driftwood Conservation District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

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

SECTION 1. The petition requesting consent of the City for the Driftwood Conservation District annexing certain property identified in Exhibit A (attached hereto) into the Driftwood Conservation District is granted.

SECTION 2. The Mayor of the City of Dripping Springs is authorized and directed to execute this Resolution Consenting to the Driftwood Conservation District’s annexation of certain property into the District.

**PASSED & APPROVED** this, the \_\_\_\_ of \_\_\_\_\_ 2023, by a vote of \_\_\_\_\_ (ayes) to \_\_\_\_\_ (nays to \_\_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Mayer

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

STATE OF TEXAS

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COUNTY OF HAYS

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**PETITION REQUESTING CONSENT OF CITY OF DRIPPING SPRINGS TO  
DRIFTWOOD CONSERVATION DISTRICT ANNEXING CERTAIN  
PROPERTY INTO THE DISTRICT**

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To the City of Dripping Springs:

The undersigned Petitioners (the “Petitioners”), being the persons who hold title to land which represents a majority in value of the land, as indicated by the tax rolls of Hays County, Texas, hereinafter described by metes & bounds, and acting pursuant, among other provisions, to the provisions of Chapters 49 and 54 of the Texas Water Code, hereby petition the City of Dripping Springs (the “City”) to consent to the annexation of certain property into the Driftwood Conservation District as described herein:

**I. Requested Action**

Petitioners request that the City consent to the annexation of the approximately 13.9499 acres of land in two separate tracts, within the extraterritorial jurisdiction of the City of Dripping Springs, Texas into Driftwood Conservation District.

Driftwood Conservation District (the “District”) is a district duly created by the Texas Legislature, HB 4301, Acts of the 85<sup>th</sup> Legislature, Regular Session, 2017 and codified a Subtitle F, Title 6, Special District Local Laws Code and the District operates under the authority of Chapters 49 and 54 of the Texas Water Code as well as Chapter 375 of the Texas Local Government Code and amended by SB 2183 in the 87<sup>th</sup> Legislation Session.

**II. Description of Land to be Included**

The District contains an area of approximately 723.4265 acres of land, situated wholly within Hays County, Texas. The property to be included is approximately 13.9499 acres in two separate tracts and is generally described by metes and bounds in **Exhibit A**, (the “Property”) and shown on the map attached as **Exhibit B**. The Property is at least partially within the extraterritorial jurisdiction of the City of Dripping Springs, Texas. Petitioners formally request the City’s consent to the annexation of the property into the District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

#### **IV. Ownership of Land to be Included**

The Petitioners hold fee simple title to Property within the proposed District, and are the owners of more than fifty percent (50%) in value of the land therein as shown on the tax rolls of Hays County, Texas.

The Petitioners certify and agree that:

- (1) there are no lien holders on the Property, except for Driftwood DLC Investor I, LP, a Delaware Limited Partnership;
- (2) there are no persons residing on the Property to be included in the District.

WHEREFORE, Petitioners request that this Petition for Consent be properly considered and granted.

***SIGNATURE PAGES FOLLOW***



Executed as of the 18<sup>th</sup> day of October, 2022.

Driftwood Golf Club Development, Inc.,  
a Delaware Corporation

By: [Signature]

Name: J. DAVID RHOADS

Title: PRESIDENT

THE STATE OF Tx §

COUNTY OF Travis §

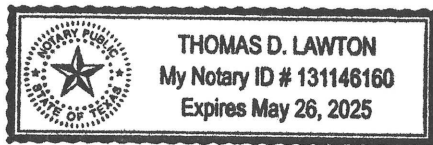
This instrument was acknowledged before me on the 18<sup>th</sup> day of October,  
2022, by David Rhoades, President of Driftwood Golf Club Development Inc.  
Texas, on behalf of said owner  
Delaware Corporation

[Signature]

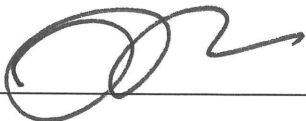
Notary Public, State of Texas

My commission expires: 5.26.25

(SEAL)



DRIFTWOOD DLC INVESTOR I, LP, A  
DELAWARE LIMITED PARTNERSHIP

By: 

Name: J. DAVID RHODES

Title: PRESIDENT.

STATE OF Texas

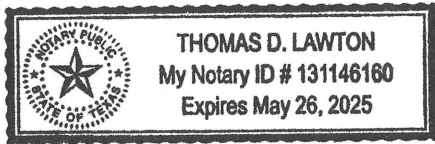
COUNTY OF Travis

This instrument was acknowledged before me on October, 2022, by  
David Rhodes, the President of  
Driftwood DLC Investors a Delaware Limited partnership on behalf of  
the owner.

  
Notary Public

My commission expires: 5.26.25

(SEAL)



**EXHIBIT A**

STATE OF TEXAS                   §  
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  §  
COUNTY OF HAYS                 §

A TRACT OR PARCEL OF LAND CONTAINING 5.3379 ACRES, (232,517 SQUARE FEET), SITUATED IN THE FREELove WOODY SURVEY NO. 23, ABSTRACT NO. 20, HAYS COUNTY, TEXAS, SAID 5.3379 ACRE TRACT OF LAND BEING THAT CERTAIN CALLED 5.2 ACRE TRACT OF LAND AS CONVEYED TO CHRISTELLA ALBARADO BY INSTRUMENT RECORDED IN VOLUME 302, PAGE 484, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE ACCURATELY DESCRIBED AS THAT CERTAIN CALLED 5.336 ACRE SAVE AND EXCEPT TRACT BY INSTRUMENT RECORDED IN DOCUMENT NO. 20031232 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 5.3379 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS: DOCUMENT NO. 20031232 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS).

COMMENCING at a calculated point for the intersection of the easterly right-of-way line of F. M. 150 West with the north line of a 24 foot wide roadway easement, (Mariah Drive), as designated in and described by instrument recorded in Volume 346, Page 210, of the Deed Records of Hays County, Texas, same being the northwest corner of that certain called 5.04 acre tract of land as conveyed to Educated Roofing System, Inc. by instrument recorded in Document No. 17027808 of the Official Public Records of Hays County, Texas, same being the southwest corner of that certain called 7.56 acre tract of land as conveyed to HD Ventures, LP by instrument recorded in Volume 2625, Page 278, of the Deed Records of Hays County, Texas;

Thence, N 88°29'35" E, along the north line of Mariah Drive, same being the common line of said 5.04 Acre Tract and said 7.56 Acre Tract, a distance of 611.90 feet to a 5/8" iron rod found for a corner of the remainder of that certain called 81.7176 acre tract of land as conveyed to Driftwood DLC Investor I, LP by instrument recorded in Document No. 20031232 of the Official Public Records of Hays County, Texas, same being the southeast corner of said 7.56 Acre Tract, same being a corner of said 5.04 Acre Tract;

Thence, N 86°24'59" E, along the north line of Mariah Drive, same being the common line of said 5.04 Acre Tract and the remainder of said 81.7176 Acre Tract, a distance of 91.79 feet to a 5/8" iron rod found for northeast corner of Mariah Drive, same being the northeast corner of said 5.04 Acre Tract, same being a corner of the remainder of said 81.7176 Acre Tract;

Thence, N 86°12'53" E, (Call N 86°13'55" E), across the remainder of said 81.7176 Acre Tract, a distance of 50.07 feet, (call 49.97 feet), to a capped, (Precision Surveyors), iron rod set for the northwest corner and the POINT OF BEGINNING of the herein described tract;

Thence, N 86°22'32" E, across the remainder of said 81.7176 Acre Tract, a distance of 314.54 feet to a capped, (Precision Surveyors), iron rod set for a corner of the remainder of said 81.7176 Acre Tract, same being a corner of the herein described tract;

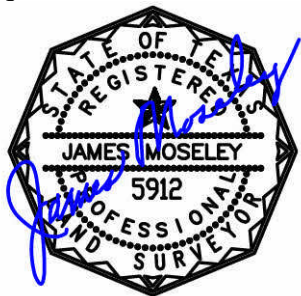
Thence, N 87°39'46" E, across the remainder of said 81.7176 Acre Tract, a distance of 436.49 feet to a capped iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being the northeast corner of the herein described tract;

Thence, S 05°36'14" W, across the remainder of said 81.7176 Acre Tract, a distance of 310.50 feet, (Call 310.15 feet), to a 60d nail in a fence corner post found for a corner of the remainder of said 81.7176 Acre Tract, same being the southeast corner of the herein described tract;

Thence, S 86°56'32" W, (Call S 86°53'23" W), across the remainder of said 81.7176 Acre Tract, a distance of 377.07 feet, (Call 377.12 feet), to a ½" iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being a corner of the herein described tract;

Thence, S 87°09'18" W, across the remainder of said 81.7176 Acre Tract, a distance of 372.19 feet to a capped iron rod found for a corner of the remainder of said 81.7176 Acre Tract, same being the southwest corner of the herein described tract;

Thence, N 05°15'47" E, across the remainder of said 81.7176 Acre Tract, a distance of 311.23 feet to the POINT OF BEGINNING and containing 5.3379 acres or 232,517 square feet of land, more or less.



James E. Moseley  
Registered Professional Land Surveyor,  
No. 5912  
Job No. SA2021-01167  
February 12, 2021

See Drawing Attached

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 8.629 acres situated in the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being all of that certain 8.612 acre tract, lying east of State Highway FM 150, conveyed to Driftwood Golf Club Development, Inc. by deed recorded in Document No. 21064920 of the Official Public Records of Hays County, Texas; the herein described 8.629 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½” iron rod, with plastic cap marked “Surveyor No, 1847”, found for the northwest corner of the said 8.612 acre tract, being the southwest corner of that 10.21 acre tract as conveyed to Family of Companies, LLC by deed recorded in Document No. 19031308 of the said Official Public Records, and a point on the east right-of-way line of State Highway FM 150 (80’ right-of-way), same being the northwest corner of the herein described tract;

THENCE, N89°24’45”E, leaving the east right-of-way line of said FM 150, with the common north line of the said 8.612 acre tract and the south line of the said 10.21 acre tract, passing at 429.69 feet the calculated southwest corner of that certain 0.72 acre tract conveyed to Family of Companies, LLC by deed recorded in Document No. 19042097 of the said Official Public Records, and continuing with the common north line of the said 8.612 acre tract and south the line of the said 0.72 acre tract, for a total distance of 888.67 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the common east corner of the aforesaid 8.612 acre tract and 0.72 acre tract, being on the westerly line of that certain 65.3766 acre (Tract I) conveyed to Driftwood DLC Investors I, LP by deed recorded in Document No. 20031232 of the said Official Public Records, and a point on that certain boundary line agreement recorded in Volume 3171, Page 230 of the said Official Public Records, for the northeast corner of the herein described tract;

THENCE, S06°16’50”E, leaving the south line of the said 0.72 acre tract, with the common line between the said 8.612 acre tract and the said 65.3766 acre tract, same being along the said boundary line agreement, for a distance of 408.45 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the southeast corner of the herein described tract;

THENCE, S88°21’30”W, continuing with said common line between the said 8.612 acre tract and the said 65.3766 acre tract, passing at 55.66 feet a calculated point for a northeast corner of the remainder portion of that certain 47.5 acre tract (described as Tract III) conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 677 of the Deed Records of Hays County, Texas, and continuing with the common south line of the said 8.612 acre tract and north line of the said remainder of 47.5 acre tract, same being along the said boundary line agreement, at a distance o 907.34 feet pas a PK nail found in a fence corner post and continuing for a total distance of 907.67 feet to a calculated point on the east right-of-way line of aforesaid FM 150 for the southwest corner of the herein described tract;

THENCE, leaving the north line of the said remainder of the 47.5 acre tract, with the common west line of the said 8.612 acre tract and the east right-of-way line of FM 150, for the following two (2) courses:

- 1) N07°53'09"W, 73.93 feet to a TxDOT Type 1 concrete monument found for the point of curvature of a non-tangent curve to the right;
- 2) With said non-tangent curve to the right having central angle of 10°44'28", a radius of 1869.86 feet, a chord distance of 350.02 feet (chord bears N02°35'39"W), for an arc distance of 350.54 to the POINT OF BEGINNING, CONTAINING within these metes and bounds 8.629 acres of land area.

Bearing Basis is the Texas State Plane Coordinate System, NAD 83 (HARN), South Central Zone, as derived by Global Positioning Systems surveys.

That I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of November, 2022.



*Blaine J. Miller*  
Blaine J. Miller  
Registered Professional Land Surveyor  
No. 5121 - State of Texas



**EXHIBIT B**

SCALE: 1" = 50'

GF NO. 21-559029-AS FIDELITY NATIONAL TITLE  
ADDRESS: 17570 FM 150 WEST  
DRIFTWOOD, TEXAS 78619  
BORROWER: DRIFTWOOD DLC INVESTOR I, LP

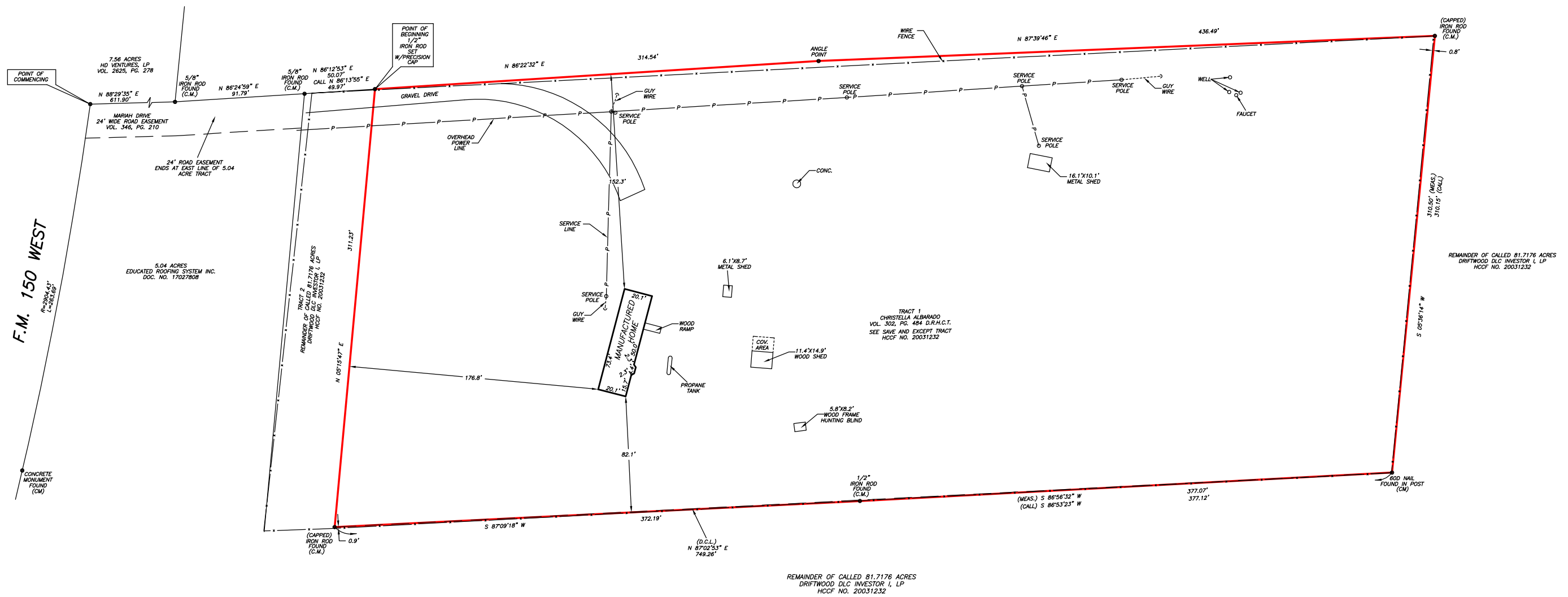
THIS PROPERTY DOES NOT LIE WITHIN THE  
100 YEAR FLOOD PLAIN AS ESTABLISHED  
BY THE U.S. DEPT. OF HOUSING & URBAN  
DEVELOPMENT.  
COMMUNITY/PANEL NO. 48209C 0120 F  
MAP REVISION: 09/02/2005  
ZONE X

BASED ONLY ON VISUAL EXAMINATION OF MAPS.  
INACCURACIES OF FEMA MAPS PREVENT EXACT  
DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION  
WAS BEYOND THE SCOPE OF THIS SURVEY  
NOTE: NO LEGAL ACCESS TO A DEDICATED  
PUBLIC ROAD. 24' ROAD EASEMENT ENDS  
50' WEST OF SUBJECT TRACT, (EAST LINE OF 5.04 ACRE TRACT)

NOTE: EASEMENT TO FEDERNALES ELEC. CO-OP., INC.  
PER VOL. 157, PG. 615.  
(DOES NOT AFFECT SUBJECT TRACT)

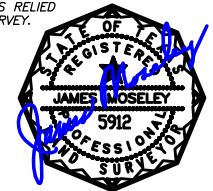
REMAINDER OF CALLED 81.7176 ACRES  
DRIFTWOOD DLC INVESTOR I, LP  
HCCF NO. 20031232



5.3379 ACRES  
SITUATED IN THE FREELOVE  
WOODY SURVEY NO. 23, A-20  
HAYS COUNTY, TEXAS  
(SEE ATTACHED METES AND BOUNDS)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE  
ON THE GROUND, THAT THIS PLAT CORRECTLY  
REPRESENTS THE FACTS FOUND AT THE  
TIME OF SURVEY AND THAT THERE ARE NO  
ENCROACHMENTS APPARENT ON THE GROUND,  
EXCEPT AS SHOWN HEREON. THIS SURVEY IS  
CERTIFIED FOR THIS TRANSACTION ONLY AND  
ABSTRACTING PROVIDED IN THE ABOVE  
REFERENCED TITLE COMMITMENT WAS RELIED  
UPON IN PREPARATION OF THIS SURVEY.

JAMES E. MOSELEY  
PROFESSIONAL LAND SURVEYOR  
NO. 5912  
DRAWING NO. SA2021-01167  
FEBRUARY 12, 2021  
REVISED FEBRUARY 24, 2021



D.C.L. = DIRECTIONAL CONTROL LINE  
RECORD BEARING: CF NO. 20031232 H.C.D.R. DRAWN BY: MM

**PRECISION SURVEYORS**  
PROFESSIONAL LAND SURVEYS  
1-800-LANDSURVEY  
www.precisionlandsurveyors.com  
281-496-1586 FAX 281-496-1867  
950 THREE NEEDLE STREET SUITE 150 HOUSTON, TEXAS 77079  
210-829-4941 FAX 210-829-1555  
1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217  
FIRM NO. 10063700

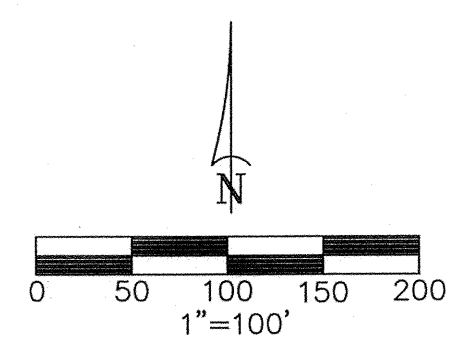
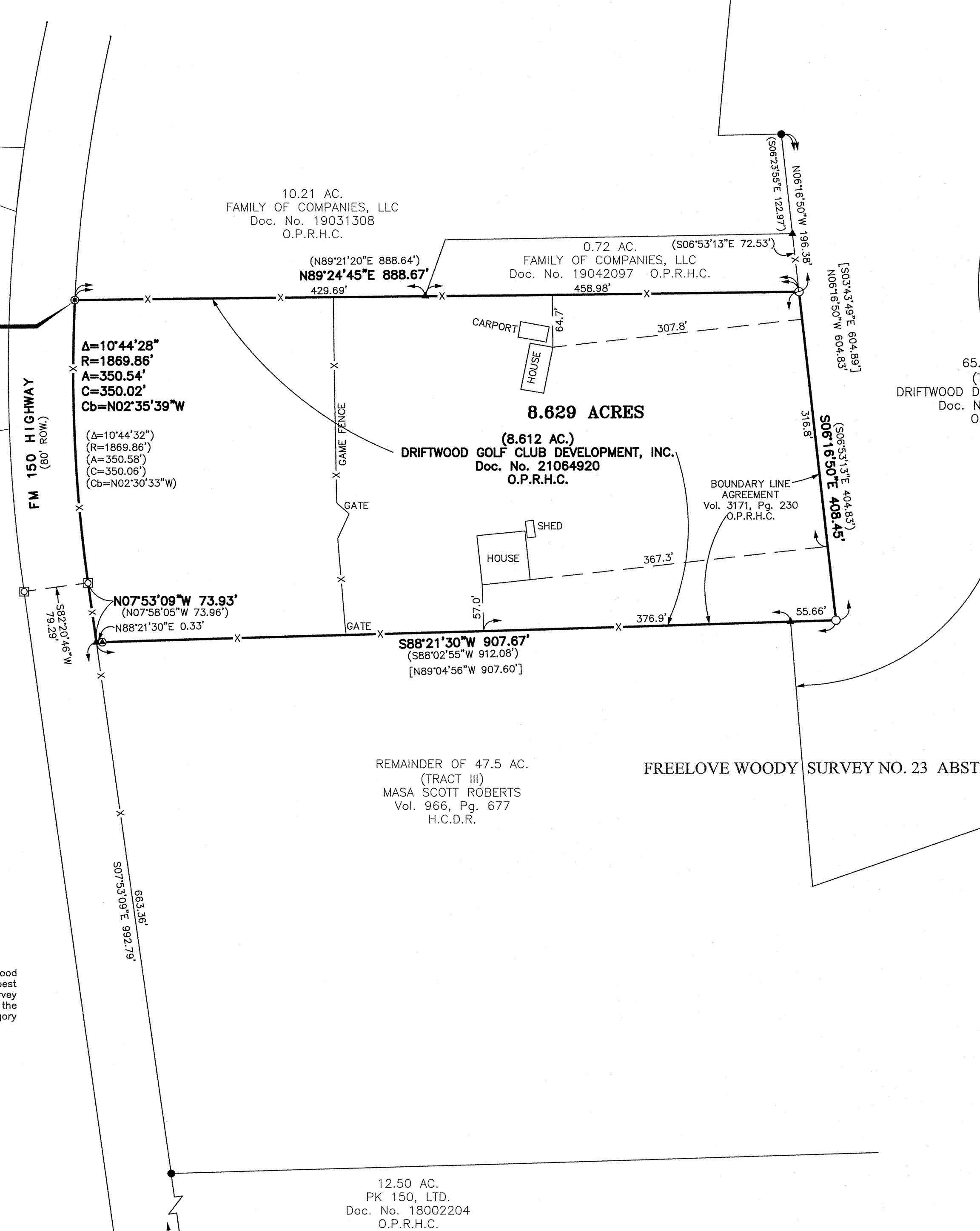
# SURVEY OF 8.629 ACRES OUT OF THE FREELOVE WOODY SURVEY NO. 23, ABSTRACT NO. 20 HAYS COUNTY, TEXAS

LOT 1B  
REPLAT OF LOTS 1 & 3  
IN  
HUMMINGBIRD ACRES  
Vol. 12, Pg. 276  
H.C.P.R.

LOT 3A

LOT 2  
HUMMINGBIRD ACRES  
Vol. 12, Pg. 184  
H.C.P.R.

9.65 AC.  
D. SCOTT DAVES AND  
LYNNE M. DAVES  
Doc. No. 06013702  
O.P.R.H.C.

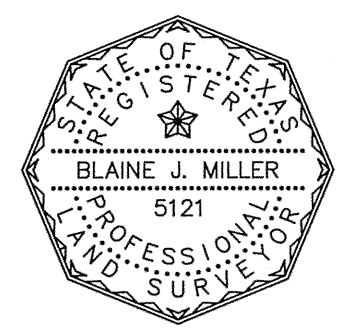


**LEGEND**

O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HAYS COUNTY
H.C.D.R.	DEED RECORDS HAYS COUNTY
R.O.W.	RIGHT-OF-WAY
[ ]	RECORD INFORMATION DOC. No. 21064920 O.P.R.H.C.
( )	RECORD INFORMATION
○	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET WITH CAP MARKED "CAPITAL SURVEYING CO. INC."
⊙	1/2" IRON ROD FOUND WITH CAP MARKED "SURVEYOR No. 1847"
⊙	PK NAIL FOUND IN FENCE POST
⊙	TxDOT BRASS DISK FOUND
▲	CALCULATED POINT
—x—	WIRE FENCE

I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify to Driftwood Golf Club Development, Inc. that the above map or plat is true and correct to the best of my knowledge and that property shown hereon was determined from an actual survey on the ground under my direction and supervision and substantially complies with the current Texas Society of Professional Surveyors Standard and Specifications for Category 1A, Condition II Survey.

Witness my Hand and Seal at Austin, Travis County, Texas this the 4th, day of November, 2022 A.D.



*Blaine J. Miller*  
**BLAINE J. MILLER**  
 Registered Professional Land Surveyor  
 No. 5121 - State of Texas

- NOTES:**
1. BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
  2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND ONLY HOUSES AND GAME FENCE WERE SHOWN ON INTERIOR OF TRACT.
  3. THE 8.612 ACRE SURVEY USED FOR THE DEED TRANSFER OF THIS TRACT DID NOT USE/ACKNOWLEDGE THE EXISTING BOUNDARY LINE AGREEMENT RECORDED IN Vol. 3171, Pg. 230 OF THE O.P.R.H.C. THIS RESULTS IN THE SOUTHEAST CORNER OF THIS TRACT NOT BEING AT THE DEED LOCATION NOTE IN Doc. No. 21064920 O.P.R.H.C.

<b>CSCI</b>		<b>CAPITAL SURVEYING COMPANY INCORPORATED</b>	
		925 Capitol of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006	
DRAWN BY:	BJM	SCALE:	1"=100'
JOB NO.:	21530.10	DATE:	November 3, 2022
DRAWING NO.:	2153052	CRD #:	-
		F.B.	SHEET NO.:
		FIRM REGISTRATION No. 101267-0	

**EXHIBIT A**

STATE OF TEXAS                   §  
  §  
  §  
  §  
  §  
  §  
COUNTY OF HAYS               §

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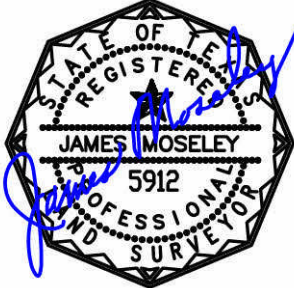
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See Drawing Attached

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THENCE, N89°24’45”E, leaving the east right-of-way line of said FM 150, with the common north line of the said 8.612 acre tract and the south line of the said 10.21 acre tract, passing at 429.69 feet the calculated southwest corner of that certain 0.72 acre tract conveyed to Family of Companies, LLC by deed recorded in Document No. 19042097 of the said Official Public Records, and continuing with the common north line of the said 8.612 acre tract and south the line of the said 0.72 acre tract, for a total distance of 888.67 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the common east corner of the aforesaid 8.612 acre tract and 0.72 acre tract, being on the westerly line of that certain 65.3766 acre (Tract I) conveyed to Driftwood DLC Investors I, LP by deed recorded in Document No. 20031232 of the said Official Public Records, and a point on that certain boundary line agreement recorded in Volume 3171, Page 230 of the said Official Public Records, for the northeast corner of the herein described tract;

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THENCE, S88°21’30”W, continuing with said common line between the said 8.612 acre tract and the said 65.3766 acre tract, passing at 55.66 feet a calculated point for a northeast corner of the remainder portion of that certain 47.5 acre tract (described as Tract III) conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 677 of the Deed Records of Hays County, Texas, and continuing with the common south line of the said 8.612 acre tract and north line of the said remainder of 47.5 acre tract, same being along the said boundary line agreement, at a distance o 907.34 feet pas a PK nail found in a fence corner post and continuing for a total distance of 907.67 feet to a calculated point on the east right-of-way line of aforesaid FM 150 for the southwest corner of the herein described tract;



THENCE, leaving the north line of the said remainder of the 47.5 acre tract, with the common west line of the said 8.612 acre tract and the east right-of-way line of FM 150, for the following two (2) courses:

- 1) N07°53'09"W, 73.93 feet to a TxDOT Type 1 concrete monument found for the point of curvature of a non-tangent curve to the right;
- 2) With said non-tangent curve to the right having central angle of 10°44'28", a radius of 1869.86 feet, a chord distance of 350.02 feet (chord bears N02°35'39"W), for an arc distance of 350.54 to the POINT OF BEGINNING, CONTAINING within these metes and bounds 8.629 acres of land area.

Bearing Basis is the Texas State Plane Coordinate System, NAD 83 (HARN), South Central Zone, as derived by Global Positioning Systems surveys.

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WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of November, 2022.



*Blaine J. Miller*  
Blaine J. Miller  
Registered Professional Land Surveyor  
No. 5121 - State of Texas

**EXHIBIT B**

SCALE: 1" = 50'

GF NO. 21-559029-AS FIDELITY NATIONAL TITLE  
ADDRESS: 17570 FM 150 WEST  
DRIFTWOOD, TEXAS 78619  
BORROWER: DRIFTWOOD DLC INVESTOR I, LP

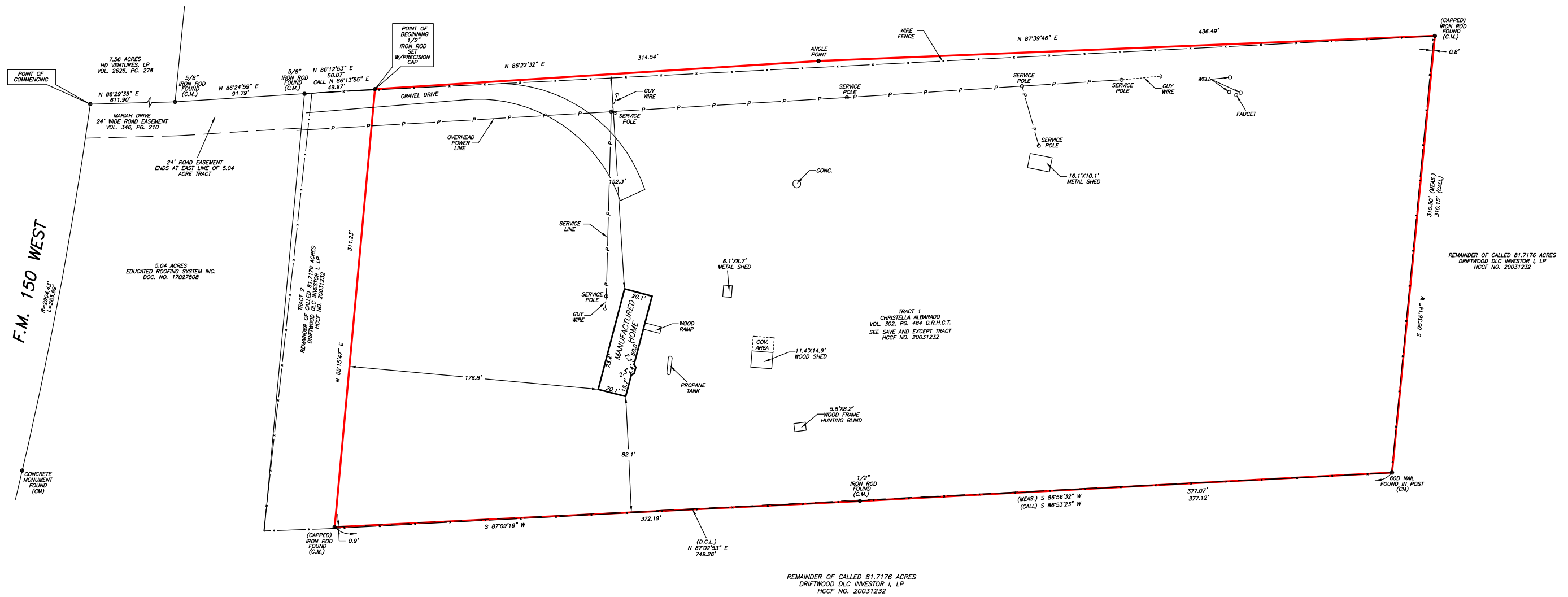
THIS PROPERTY DOES NOT LIE WITHIN THE  
100 YEAR FLOOD PLAIN AS ESTABLISHED  
BY THE U.S. DEPT. OF HOUSING & URBAN  
DEVELOPMENT.  
COMMUNITY/PANEL NO. 48209C 0120 F  
MAP REVISION: 09/02/2005  
ZONE X

BASED ONLY ON VISUAL EXAMINATION OF MAPS.  
INACCURACIES OF FEMA MAPS PREVENT EXACT  
DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION  
WAS BEYOND THE SCOPE OF THIS SURVEY  
NOTE: NO LEGAL ACCESS TO A DEDICATED  
PUBLIC ROAD. 24' ROAD EASEMENT ENDS  
50' WEST OF SUBJECT TRACT, (EAST LINE OF 5.04 ACRE TRACT)

NOTE: EASEMENT TO FEDERNALES ELEC. CO-OP., INC.  
PER VOL. 157, PG. 615.  
(DOES NOT AFFECT SUBJECT TRACT)

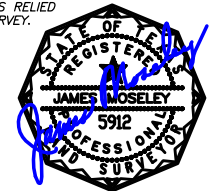
REMAINDER OF CALLED 81.7176 ACRES  
DRIFTWOOD DLC INVESTOR I, LP  
HCCF NO. 20031232



5.3379 ACRES  
SITUATED IN THE FREELove  
WOODY SURVEY NO. 23, A-20  
HAYS COUNTY, TEXAS  
(SEE ATTACHED METES AND BOUNDS)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE  
ON THE GROUND, THAT THIS PLAT CORRECTLY  
REPRESENTS THE FACTS FOUND AT THE  
TIME OF SURVEY AND THAT THERE ARE NO  
ENCROACHMENTS APPARENT ON THE GROUND,  
EXCEPT AS SHOWN HEREON. THIS SURVEY IS  
CERTIFIED FOR THIS TRANSACTION ONLY AND  
ABSTRACTING PROVIDED IN THE ABOVE  
REFERENCED TITLE COMMITMENT WAS RELIED  
UPON IN PREPARATION OF THIS SURVEY.

JAMES E. MOSELEY  
PROFESSIONAL LAND SURVEYOR  
NO. 5912  
DRAWING NO. SA2021-01167  
FEBRUARY 12, 2021  
REVISED FEBRUARY 24, 2021



D.C.L. = DIRECTIONAL CONTROL LINE  
RECORD BEARING: CF NO. 20031232 H.C.D.R. DRAWN BY: MM

**PRECISION SURVEYORS**  
PROFESSIONAL LAND SURVEYS  
1-800-LANDSURVEY  
www.precisionlandsurveyors.com  
281-496-1586 FAX 281-496-1867  
950 THREE NEEDLE STREET SUITE 150 HOUSTON, TEXAS 77079  
210-829-4941 FAX 210-829-1555  
1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217  
FIRM NO. 10063700









# MAP OF 522.457 ACRES (TRACT 1), 37.0675 ACRES (TRACT 2) 119.5115 ACRES (TRACT 3) AND 44.3905 ACRES (TRACT 4) OF THE DRIFTWOOD CONSERVATION DISTRICT OF HAYS COUNTY, TEXAS

BASIS OF BEARING:

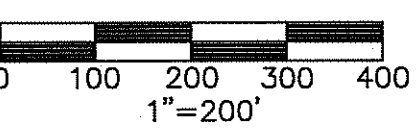
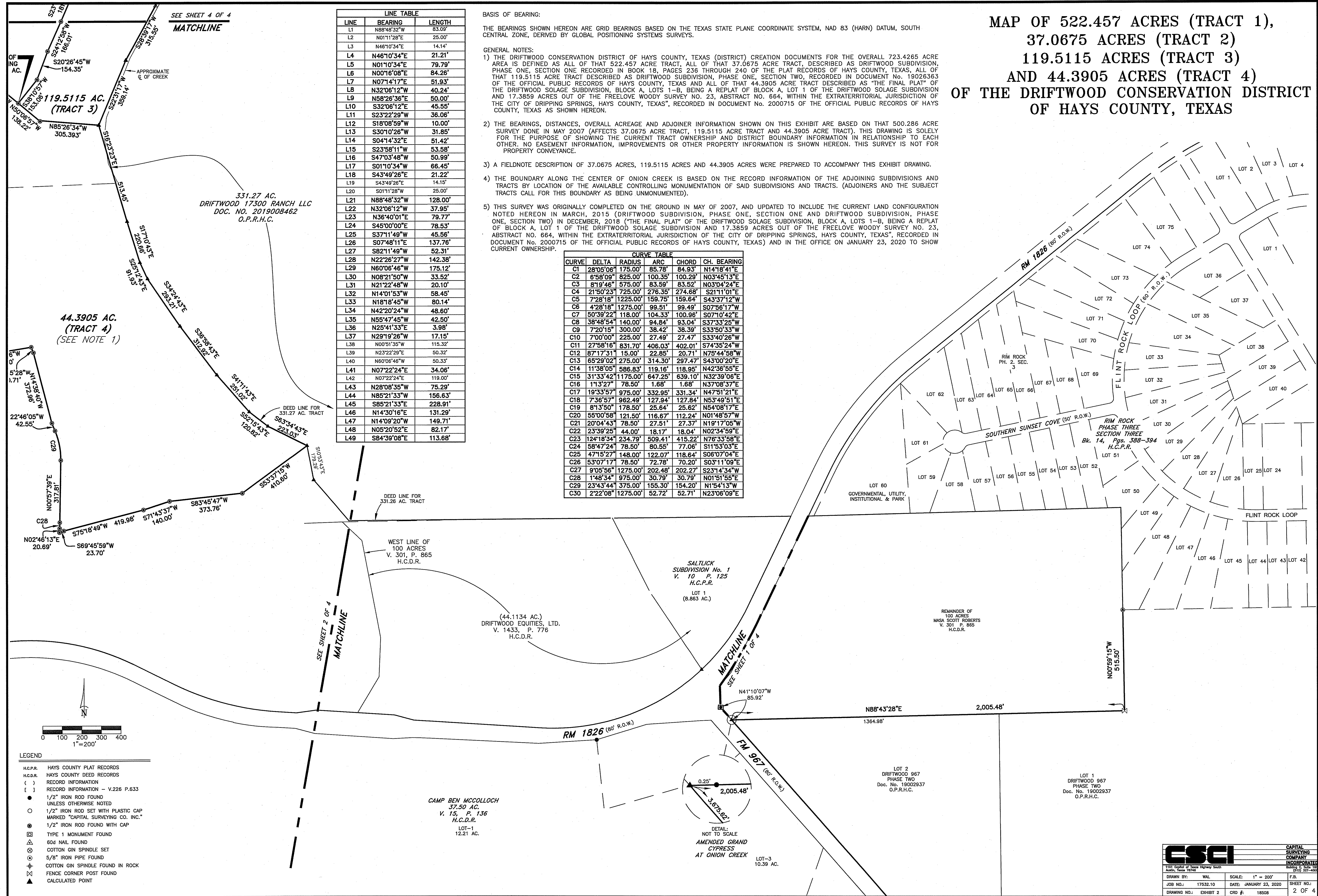
THE BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (HARN) DATUM, SOUTH CENTRAL ZONE, DERIVED BY GLOBAL POSITIONING SYSTEMS SURVEYS.

GENERAL NOTES:

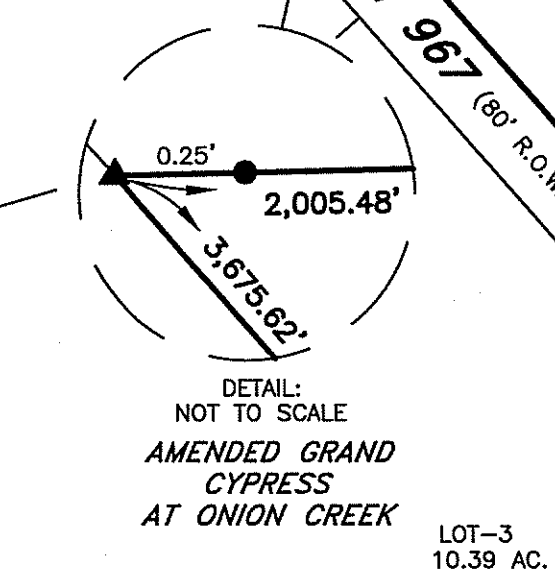
- 1) THE DRIFTWOOD CONSERVATION DISTRICT OF HAYS COUNTY, TEXAS (DISTRICT) CREATION DOCUMENTS FOR THE OVERALL 723.4285 ACRE AREA IS DEFINED AS ALL OF THAT 522.457 ACRE TRACT, ALL OF THAT 37.0675 ACRE TRACT, DESCRIBED AS DRIFTWOOD SUBDIVISION, PHASE ONE, SECTION ONE RECORDED IN BOOK 18, PAGES 238 THROUGH 249 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, ALL OF THAT 119.5115 ACRE TRACT DESCRIBED AS DRIFTWOOD SUBDIVISION, PHASE ONE, SECTION TWO, RECORDED IN DOCUMENT NO. 19026363 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND ALL OF THAT 44.3905 ACRE TRACT DESCRIBED AS "THE FINAL PLAT" OF THE DRIFTWOOD SOLAGE SUBDIVISION, BLOCK A, LOTS 1-B, BEING A REPLAT OF BLOCK A, LOT 1 OF THE DRIFTWOOD SOLAGE SUBDIVISION AND 17.3859 ACRES OUT OF THE FREELOVE WOODY SURVEY NO. 23, ABSTRACT NO. 664, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2000715 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AS SHOWN HEREON.
- 2) THE BEARINGS, DISTANCES, OVERALL ACREAGE AND ADJOINER INFORMATION SHOWN ON THIS EXHIBIT ARE BASED ON THAT 500.286 ACRE SURVEY DONE IN MAY 2007 (AFFECTS 37.0675 ACRE TRACT, 119.5115 ACRE TRACT AND 44.3905 ACRE TRACT). THIS DRAWING IS SOLELY FOR THE PURPOSE OF SHOWING THE CURRENT TRACT OWNERSHIP AND DISTRICT BOUNDARY INFORMATION IN RELATIONSHIP TO EACH OTHER. NO EASEMENT INFORMATION, IMPROVEMENTS OR OTHER PROPERTY INFORMATION IS SHOWN HEREON. THIS SURVEY IS NOT FOR PROPERTY CONVEYANCE.
- 3) A FIELDNOTE DESCRIPTION OF 37.0675 ACRES, 119.5115 ACRES AND 44.3905 ACRES WERE PREPARED TO ACCOMPANY THIS EXHIBIT DRAWING.
- 4) THE BOUNDARY ALONG THE CENTER OF ONION CREEK IS BASED ON THE RECORD INFORMATION OF THE ADJOINING SUBDIVISIONS AND TRACTS BY LOCATION OF THE AVAILABLE CONTROLLING MONUMENTATION OF SAID SUBDIVISIONS AND TRACTS. (ADJOINERS AND THE SUBJECT TRACTS CALL FOR THIS BOUNDARY AS BEING UNMONUMENTED).
- 5) THIS SURVEY WAS ORIGINALLY COMPLETED ON THE GROUND IN MAY OF 2007, AND UPDATED TO INCLUDE THE CURRENT LAND CONFIGURATION NOTED HEREON IN MARCH, 2015 (DRIFTWOOD SUBDIVISION, PHASE ONE, SECTION ONE AND DRIFTWOOD SUBDIVISION, PHASE ONE, SECTION TWO) IN DECEMBER, 2018 ("THE FINAL PLAT" OF THE DRIFTWOOD SOLAGE SUBDIVISION, BLOCK A, LOTS 1-B, BEING A REPLAT OF BLOCK A, LOT 1 OF THE DRIFTWOOD SOLAGE SUBDIVISION AND 17.3859 ACRES OUT OF THE FREELOVE WOODY SURVEY NO. 23, ABSTRACT NO. 664, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2000715 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS) AND IN THE OFFICE ON JANUARY 23, 2020 TO SHOW CURRENT OWNERSHIP.

LINE	BEARING	LENGTH
L1	N88°48'32"W	83.09'
L2	N01°11'28"E	25.00'
L3	N46°10'34"E	14.14'
L4	N46°10'34"E	21.21'
L5	N01°10'34"E	79.79'
L6	N00°18'08"E	84.26'
L7	N07°14'17"E	51.93'
L8	N32°06'12"W	40.24'
L9	N58°26'36"E	50.00'
L10	S32°06'12"E	45.55'
L11	S23°22'29"W	36.06'
L12	S18°08'59"W	10.00'
L13	S30°10'26"W	31.85'
L14	S04°14'32"E	51.42'
L15	S23°58'11"W	53.58'
L16	S47°03'48"W	50.99'
L17	S01°10'34"W	66.45'
L18	S43°49'26"E	21.22'
L19	S43°49'26"E	14.15'
L20	S01°11'28"W	25.00'
L21	N88°48'32"W	128.00'
L22	N32°06'12"W	37.95'
L23	N36°40'01"E	79.77'
L24	S45°00'00"E	78.53'
L25	S37°11'49"W	45.56'
L26	S07°48'11"E	137.76'
L27	S82°11'49"W	52.31'
L28	N22°26'27"W	142.38'
L29	N60°06'46"W	175.12'
L30	N08°21'50"W	33.52'
L31	N21°22'48"W	20.10'
L32	N14°01'53"W	58.45'
L33	N18°18'45"W	80.14'
L34	N42°20'24"W	48.60'
L35	N55°47'45"W	42.50'
L36	N25°41'33"E	3.98'
L37	N29°19'26"W	17.15'
L38	N00°51'35"W	115.32'
L39	N23°22'29"E	50.32'
L40	N60°06'46"W	50.33'
L41	N07°22'24"E	34.06'
L42	N07°22'24"E	119.00'
L43	N28°08'35"W	75.29'
L44	N85°21'33"W	156.63'
L45	S85°21'33"E	228.91'
L46	N14°30'16"E	131.29'
L47	N14°09'20"W	149.71'
L48	N05°20'52"E	82.17'
L49	S84°39'08"E	113.68'

CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	28°05'06"	175.00'	85.78'	84.93'	N14°18'41"E
C2	6°58'09"	825.00'	100.35'	100.29'	N03°45'13"E
C3	8°19'46"	575.00'	83.59'	83.52'	N03°04'24"E
C4	21°50'23"	725.00'	276.35'	274.68'	S21°11'01"E
C5	7°28'18"	1225.00'	159.75'	159.64'	S43°37'12"W
C6	4°28'18"	1275.00'	99.51'	99.49'	S07°56'17"W
C7	50°39'22"	118.00'	104.33'	100.96'	S07°10'42"E
C8	38°48'54"	140.00'	94.84'	93.04'	S37°33'25"W
C9	7°20'15"	300.00'	38.42'	38.39'	S33°50'33"W
C10	7°00'00"	225.00'	27.49'	27.47'	S33°40'26"W
C11	27°58'16"	831.70'	406.03'	402.01'	S74°35'24"W
C12	87°17'31"	15.00'	22.85'	20.71'	N75°44'58"W
C13	65°29'02"	275.00'	314.30'	297.47'	S43°00'20"E
C14	11°38'05"	586.83'	119.16'	118.95'	N42°36'55"E
C15	31°33'42"	1175.00'	647.25'	639.10'	N32°39'06"E
C16	1°13'27"	78.50'	1.68'	1.68'	N37°08'37"E
C17	19°33'57"	975.00'	332.95'	331.34'	N47°51'21"E
C18	7°36'57"	862.49'	127.94'	127.84'	N53°49'51"E
C19	8°13'50"	178.50'	25.64'	25.62'	N54°08'17"E
C20	55°00'58"	121.50'	116.67'	112.24'	N01°48'57"W
C21	20°04'43"	78.50'	27.51'	27.37'	N19°17'05"W
C22	23°39'25"	44.00'	18.17'	18.04'	N02°34'59"E
C23	12°18'34"	234.79'	509.41'	415.22'	N76°33'58"E
C24	58°47'24"	78.50'	80.55'	77.06'	S11°53'03"E
C25	47°15'27"	148.00'	122.07'	118.64'	S06°07'04"E
C26	53°07'17"	78.50'	72.78'	70.20'	S03°11'09"E
C27	9°05'56"	1275.00'	202.48'	202.27'	S23°14'34"W
C28	1°48'34"	975.00'	30.79'	30.79'	N01°51'55"E
C29	23°43'44"	375.00'	155.30'	154.20'	N1°54'13"W
C30	2°22'08"	1275.00'	52.72'	52.71'	N23°06'09"E



- LEGEND**
- H.C.P.R. HAYS COUNTY PLAT RECORDS
  - H.C.D.R. HAYS COUNTY DEED RECORDS
  - ( ) RECORD INFORMATION
  - [ ] RECORD INFORMATION - V.226 P.633
  - 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
  - 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
  - ⊗ 1/2" IRON ROD FOUND WITH CAP
  - ⊠ TYPE 1 MONUMENT FOUND
  - △ 604 NAIL FOUND
  - ⊙ COTTON GIN SPINDLE SET
  - ⊕ 5/8" IRON PIPE FOUND
  - ⊕ COTTON GIN SPINDLE FOUND IN ROCK
  - ⊗ FENCE CORNER POST FOUND
  - ▲ CALCULATED POINT

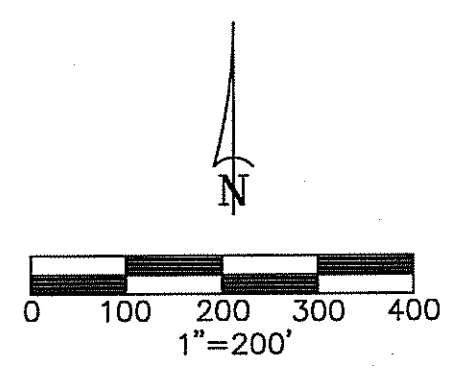


**ESCI** CAPITAL SURVEYING COMPANY INCORPORATED

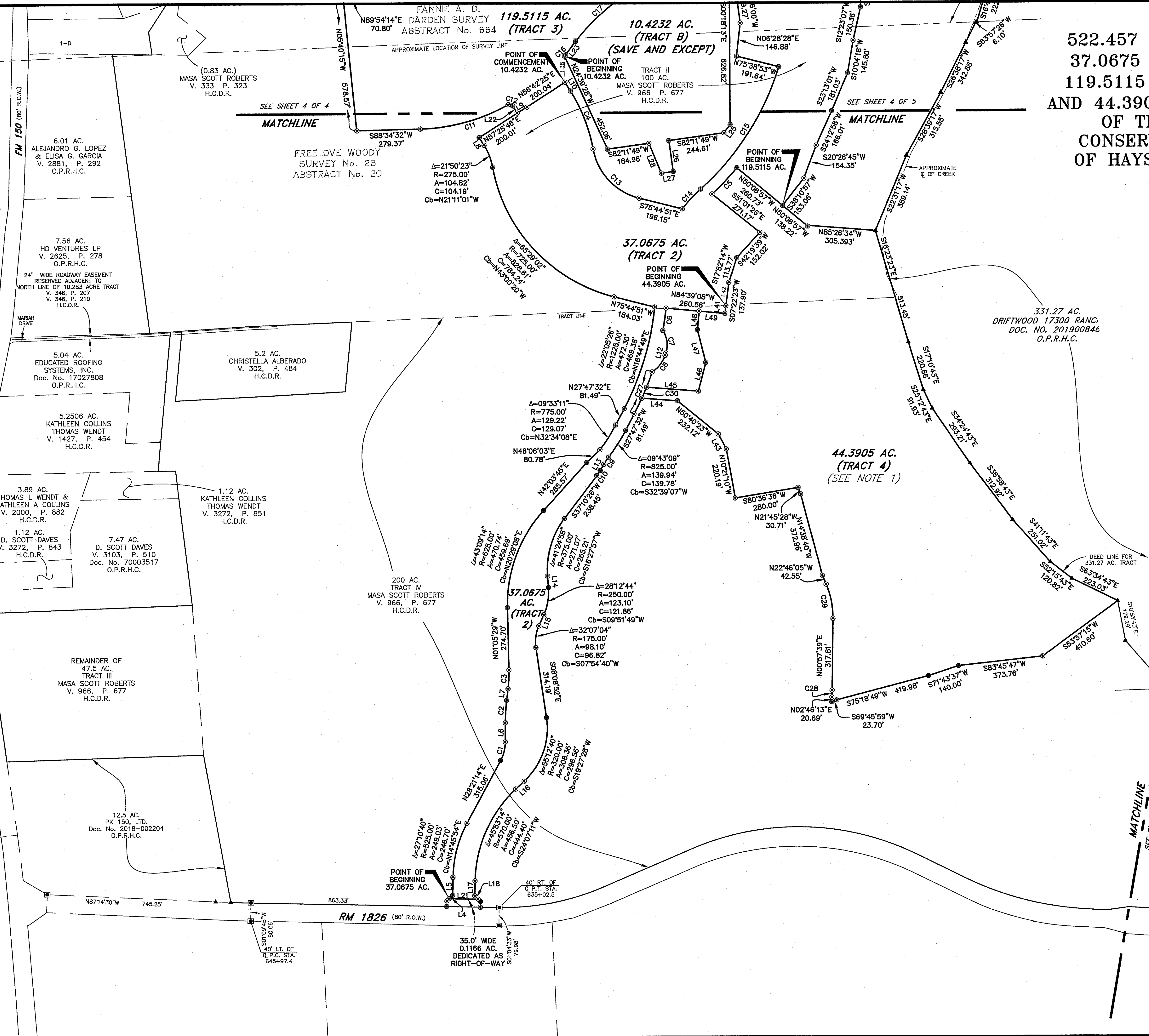
1101 Capital of Texas Highway South Austin, Texas 78746 Building G, Suite 100 (512) 277-4000

DRAWN BY: WAL SCALE: 1" = 200' F.B.  
 JOB NO.: 17532.10 DATE: JANUARY 23, 2020 SHEET NO.:  
 DRAWING NO.: EXHIBIT 2 CRD #: 18508 2 OF 4

**MAP OF**  
**522.457 ACRES (TRACT 1),**  
**37.0675 ACRES (TRACT 2)**  
**119.5115 ACRES (TRACT 3)**  
**AND 44.3905 ACRES (TRACT 4)**  
**OF THE DRIFTWOOD**  
**CONSERVATION DISTRICT**  
**OF HAYS COUNTY, TEXAS**



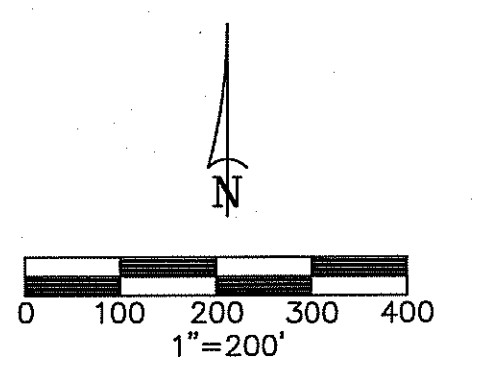
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  - ⊙ 1/2" IRON ROD FOUND WITH CAP
  - ⊕ TYPE 1 MONUMENT FOUND
  - ⊖ 60d NAIL FOUND
  - ⊗ COTTON GIN SPINDLE SET
  - ⊘ 5/8" IRON PIPE FOUND
  - ⊙ COTTON GIN SPINDLE FOUND IN ROCK
  - ⊕ FENCE CORNER POST FOUND
  - ▲ CALCULATED POINT



<b>CSCI</b>		CAPITAL SURVEYING COMPANY	
1101 Capital of Texas Highway South Austin, Texas 78746		Incorporated in Texas Building # 307-405	
DRAWN BY: NAL	SCALE: 1" = 200'	F.B.	
JOB NO.: 17532.10	DATE: JANUARY 23, 2020	SHEET NO.:	
DRAWING NO.: EXHIBIT 2	CRD #: 18508	3 OF 4	

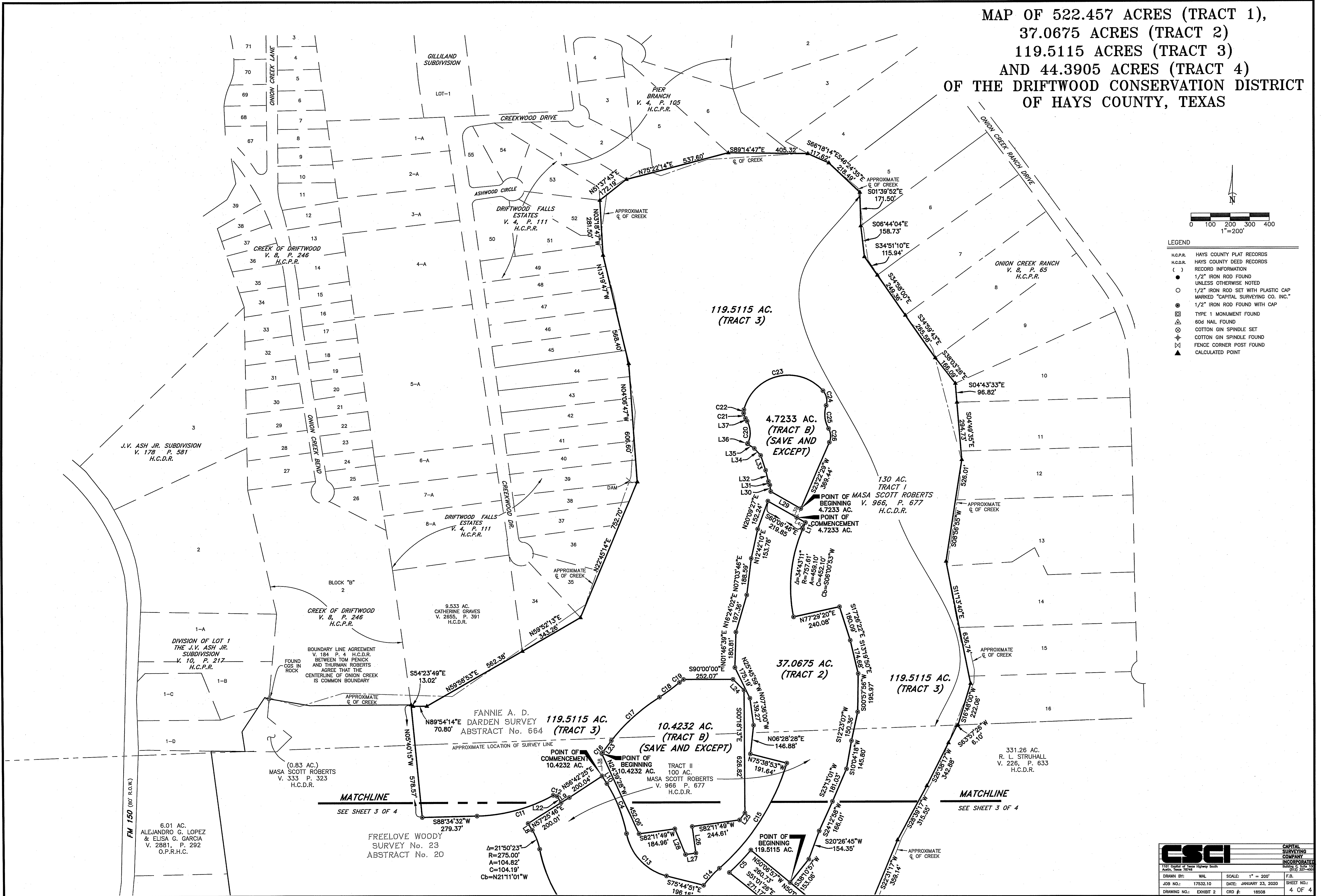


**MAP OF 522.457 ACRES (TRACT 1),  
 37.0675 ACRES (TRACT 2)  
 119.5115 ACRES (TRACT 3)  
 AND 44.3905 ACRES (TRACT 4)  
 OF THE DRIFTWOOD CONSERVATION DISTRICT  
 OF HAYS COUNTY, TEXAS**



**LEGEND**

H.C.P.R.	HAYS COUNTY PLAT RECORDS
H.C.D.R.	HAYS COUNTY DEED RECORDS
( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
○	1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
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⊡	60d NAIL FOUND
⊞	COTTON GIN SPINDLE SET
⊟	COTTON GIN SPINDLE FOUND
⊠	FENCE CORNER POST FOUND
▲	CALCULATED POINT



<b>ESCI</b>		<b>CAPITAL SURVEYING COMPANY</b>	
1101 Capital of Texas Highway South Austin, Texas 78748		INCORPORATED Building 5, Suite 100 (817) 337-4000	
DRAWN BY: MAL	SCALE: 1" = 200'	DATE: JANUARY 23, 2020	SHEET NO.: 4 OF 4
JOB NO.: 17532.10	DATE: JANUARY 23, 2020	DATE: JANUARY 23, 2020	SHEET NO.: 4 OF 4
DRAWING NO.: EXHIBIT 2	CRD #: 18508		

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2020-R18**

A RESOLUTION ACCEPTING THE PETITIONS REQUESTING THE CONSENT OF THE CITY OF DRIPPING SPRINGS FOR DRIFTWOOD CONSERVATION DISTRICT TO ANNEX CERTAIN PROPERTY INTO THE DISTRICT

**WHEREAS,** by Resolutions No. 2017-17, 2018-R25, 2019-R06, and 2019-R37 the City of Dripping Springs, Texas (the “City”) consented to the creation of the Driftwood Conservation District, subject to certain conditions and restrictions and consented to the annexation of certain other property into the District;

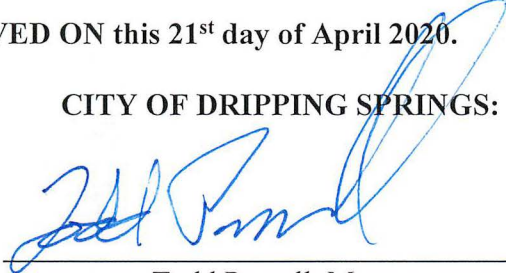
**WHEREAS,** The City has received two Petitions formally requesting that the City consent to the annexation of the combined amount of approximately 44.3905 acres of land (described by the Field notes attached as Exhibit A and ownership verified in the Affidavits of Ownership from Hays County attached as Exhibit B) into the Driftwood Conservation District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, as follows:**

- Section 1. The petitions requesting consent of the City for the Driftwood Conservation District annexing certain property identified in Exhibit A (attached hereto) into the Driftwood Conservation District is granted.
- Section 2. The Mayor of the City of Dripping Springs is authorized and directed to execute this Resolution Consenting to the Driftwood Conservation District’s annexation of certain property into the District.

**PASSED AND APPROVED ON this 21<sup>st</sup> day of April 2020.**

**CITY OF DRIPPING SPRINGS:**

  
 \_\_\_\_\_  
 Todd Purcell, Mayor

**ATTEST:**

  
 \_\_\_\_\_  
 Andrea Cunningham, City Secretary



**EXHIBIT “A”****Field Notes – Tract 1**

Lot 1-B, Block A, Driftwood Solage Subdivision, a subdivision located in Hays County, Texas according to the plat thereof recorded as Document No. 19037665, Official Public Records of Hays County, Texas; said property being the same and more fully described by the Declaration of Condominium Regime for Driftwood Condominiums recorded on December 20, 2018 as Document No. 19046718, Official Public Records of Hays County, Texas, reference to which is hereby made for all purposes, SAVE and EXCEPT the Club Unit in Driftwood Condominiums, a condominium regime in Hays County, Texas, being the same property more fully described in that certain Warranty Deed from Driftwood Golf Club Development, Inc., a Delaware corporation, to Driftwood Golf Club, LP, a Delaware limited partnership recorded under Instrument #20001142, Official Public Records of Hays County, Texas.

**Field Notes – Tract 2**

A tract or parcel of land containing 10.1952 acres situated in the Freelove Wood Survey No. 23, Abstract No. 20, Hays County Texas, being a portion Lot 1-B, Block “A”, “Final Plat” of Driftwood Solage Subdivision, Block A, Lot 1-B, being a Replat of Block A, Lot 1 of the Driftwood Solage Subdivision and 17.3859 acres out of the Freelove Woody Survey No. 23, Abstract No. 664, within the Extraterritorial Jurisdiction of the City of Dripping Springs, Hays County, Texas, a subdivision recorded in Document No. 19037665 of the Plat Records of Hays County, Texas; the herein described 10.1952 acres being more particularly described by metes and bounds on Exhibit “A-2” attached hereto and incorporated herein for all purposes.

**EXHIBIT "B"**  
**Affidavits of Ownership**



# Hays Central Appraisal District



512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

## AFFIDAVIT OF OWNERSHIP

I, Laura Raven, Chief Appraiser of the Hays Central Appraisal District of Hays County, Texas, do hereby certify that as of March 1, 2020, the following entities combined constitute the sole owners following described real property:

Unit 157 through Unit 160; Unit 167 through Unit 170; and the Club Unit, in Driftwood Condominiums (the "Regime"), a condominium regime in Hays County, Texas, established pursuant to that certain Declaration of Condominium Regime for Driftwood Condominiums, recorded in Document No. 19046718, Official Public Records of Hays County, Texas. The Regime was established on that certain 44.3905 acre tract of land in Hays County, Texas as described by metes and bounds in Exhibit "A" attached hereto.

**Owner of Units 157 – 160 and Units 168 – 170:**

DRIFTWOOD GOLF CLUB DEVELOPMENT, INC.

**Owner of the Club Unit:**

DRIFTWOOD GOLF CLUB, L.P.

**Owner of Unit 167:**

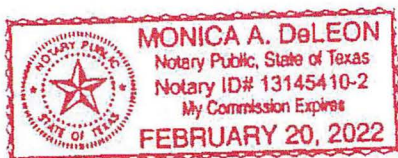
CASA M INVESTMENTS, LLC

\_\_\_\_\_  
Laura Raven, Chief Appraiser

THE STATE OF TEXAS           §  
COUNTY OF HAYS           §

This instrument was acknowledged before me on the 19th day of March, 2020 by Laura Raven, Chief Appraiser of the Hays Central Appraisal District.

(Affix Notary Seal)



\_\_\_\_\_  
Notary Public in and for the State of Texas

Exhibit "A"

44.3905 Acres

Freelove Woody Survey No. 23, Abst. No. 20  
December 28, 2018

Page 1 of 5

18541.10

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

**FIELDNOTE DESCRIPTION** of a tract or parcel of land containing 44.3905 acres situated in the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being a portion of that 200 acre tract, described as Tract IV and that 100 acre tract, described as Tract II, both conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 677 of the Deed Records of Hays County, Texas, and all of Lot 1, Block A, Driftwood Solage, a subdivision recorded in Book 18, Page 257 of the Plat Records of Hays County, Texas; the herein described 44.3905 acre tract, being all of proposed "The "Final Plat" of the Driftwood Solage Subdivision, Block A, Lot 1-B, being a Replat of Block A, Lot 1 of the Driftwood Solage Subdivision and 17.3859 acres out of the Freelove Woody Survey No. 23, Abstract No. 664, within The Extraterritorial Jurisdiction of the City of Dripping Springs, Hays County, Texas' is more particularly described by metes and bounds as follows:

**BEGINNING** at a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most northerly northwest corner of Lot 1, Block A, Driftwood Solage subdivision, same being on the east line of Lot 1, Block "A", Driftwood Subdivision, Phase One, Section One, a subdivision recorded in Book 18, Page 236 of the Plat Records of Hays County, Texas, from which a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the southeast corner of said Lot 1, Block "A", Driftwood Subdivision, Phase One, Section One, bears S07°22'23"W, 34.06 feet;

**THENCE**, leaving the northerly line of said Lot 1, Block A, Driftwood Solage Subdivision, across the said 100 acre tract, with the southeasterly line of said Driftwood Subdivision, Phase One, Section One subdivision, for the following six (6) courses:

- 1) N07°22'23"E, 103.84 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast corner of said Lot 1, Block "A" and southeast corner of Lot 2, Block "A", Driftwood Subdivision, Phase One, Section One;
- 2) N17°52'14"E, 113.77 feet to a ½" inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast corner of said Lot 2, Block "A" and southeast corner of Lot 3, Block "A", Driftwood Subdivision, Phase One, Section One;
- 3) N42°19'39"E, 152.02 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most easterly corner of said Lot 3, Block "A";
- 4) N51°01'26"W, 271.17 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most northerly corner of said Lot 3,

44.3905 Acres

Freelove Woody Survey No. 23, Abst. No. 20

December 28, 2018

Page 2 of 5

18541.10

Block "A", being on the southeasterly right-of-way line of Thurman Roberts Way (right-of-way varies) as dedicated by plat of said Driftwood Subdivision, Phase One, Section One, and being the point of curvature of a non-tangent curve to the left;

- 5) With the said non-tangent curve to the left, having a central angle of 07°28'18", a radius of 1225.00 feet, a long chord of 159.64 feet (chord bears N43°37'12"E), for an arc distance of 159.75 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", found for the most westerly corner of Lot 4, Block "A", Driftwood Subdivision, Phase One, Section One;
- 6) S50°06'57"E, passing at 260.73 feet a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most southerly corner of said Lot 4, Block "A", and continuing across the said 100 acre tract, for a total distance of 398.95 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", found for angle point;

THENCE, S85°26'34"E, continuing across said 100 acre tract, for distance of 305.39 feet to a calculated point on the approximate centerline of Onion Creek, being on the common easterly line of the said 100 acre tract and westerly line of that 331.26 acre tract conveyed to R. L. Struhall be deed recorded in Volume 226. Page 633 of the Deed Records of Hays County, Texas;

THENCE, S16°23'23"E, with the said common easterly line of the 100 acre tract and westerly line of the 331.26 acre tract, 513.45 feet to a calculated point for the most northerly east corner of said Lot 1, Block A, Driftwood Solage subdivision;

THENCE, with the common easterly line of the said Lot 1, Block A, Driftwood Solage subdivision and westerly line of the said 331.26 acre tract, being along the approximate centerline of Onion Creek, the following six (6) courses:

- 1) S17°10'43"E, 220.66 feet to a calculated angle point;
- 2) S25°12'42"E, 91.93 feet to a calculated angle point;
- 3) S34°24'43"E, 293.21 feet to a calculated angle point;
- 4) S36°58'43"E, 312.92 feet to a calculated angle point;
- 5) S41°11'43"E, 251.02 feet to a calculated angle point;
- 6) S52°15'43"E, 120.82 feet to a calculated angle point;

THENCE, S63°34'43"E, leaving the southeast line of aforesaid Driftwood Solage subdivision, with the common easterly line of the said 200 acre tract and westerly line of the said



44.3905 Acres

Freelove Woody Survey No. 23, Abst. No. 20  
December 28, 2018  
18541.10

Page 3 of 5

331.26 acre tract, 223.03 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, leaving the westerly line of the said 331.26 acre tract and the approximate centerline of Onion Creek, and continuing across the said 200 acre tract, for the following fifteen (15) courses:

- 1) S53°37'15"W, at a distance of 110.60 feet pass a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found on line, and continuing for a total distance of 410.60 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 2) S83°45'47"W, 373.76 feet to a cotton gin spindle found for an angle point;
- 3) S71°43'37"W, 140.00 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 4) S75°18'49"W, 419.98 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 5) S69°45'59"W, 23.70' feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 6) N02°46'13"E, 20.69 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the right;
- 7) With said curve to the right, having a central angle of 01°48'34", a radius of 975.19 feet, a chord distance of 30.79 feet (chord bears N01°51'55"E), for an arc distance of 30.79 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;
- 8) N00°57'39"E, 317.81 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of curvature of curve to the left;
- 9) With said curve to the left, having a central angle of 23°43'44", radius of 375.00 feet, a chord distance of 154.20 feet (chord bears N10°54'13"W), for an arc distance of 155.31 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;
- 10) N22°46'05"W, 42.55 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 11) N14°38'40"W, 372.96 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;

44.3905 Acres

Freelove Woody Survey No. 23, Abst. No. 20

December 28, 2018

Page 4 of 5

18541.10

- 12) N21°45'28"W, 30.71 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for corner;
- 13) S80°36'36"W, 280.00 feet to ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for corner;
- 14) N10°21'10"W, 220.19 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 15) N28°08'35"W, 75.29 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found on the southerly line of said Lot 1, Block "A", Driftwood Solage, subdivision;

THENCE, with the southerly line of said Lot 1, Block A, Driftwood Solage subdivision and continuing across the said 200 acre tract, for the following two (2) courses:

- 1) N50°40'23"W, 232.12 feet to 4" diameter steel fence post found;
- 2) N85°21'33"W, 156.63 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a non-tangent curve to the left, on the easterly right-of-way line of said Thurman Roberts Way;

THENCE, with the common west line of the said Lot 1, Block A, Driftwood Solage subdivision and easterly right-of-way line of said Thurman Roberts Way, across the said 200 acre tract, with said non-tangent curve to the left, having a central angle of 02°22'08", a radius of 1275.00 feet, a chord distance of 52.71 feet (chord bears N23°06'09"E), for an arc distance of 52.72 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

THENCE, leaving said Thurman Roberts Way and continuing with the said westerly line of Lot 1, Block A, Driftwood Solage subdivision, being across the said 200 acre tract, for the following four (4) courses:

- 1) S85°21'33"E, 228.91 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 2) N14°30'17"E, 131.29 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 3) N14°09'20"W, 149.71 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;
- 4) N05°20'52"E, 82.17 feet to a feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found on the south line of aforesaid Lot 1, Block "A", Driftwood Subdivision, Phase One, Section One;

44.3905 Acres

Freelove Woody Survey No. 23, Abst. No. 20

December 28, 2018

Page 5 of 5

18541.10

THENCE, continuing across the said 200 acre tract, with common line between said Lot 1, Block A, Driftwood Solage subdivision and Lot 1, Block "A", Driftwood Subdivision, Phase One, Section One, for the following two (2) courses:

- 1) S84°39'08"E, 113.68 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the southeast corner of aforesaid Lot 1, Block "A", Driftwood Subdivision, Phase One, Section One;
- 2) N07°22'23"E, 34.06 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 44.3905 acres of land area.

Bearing Basis is the Texas State Plane Coordinate System, South Central Zone, NAD 83 (GRID).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 28th day of December, 2018.



A handwritten signature in blue ink that reads "Gregory A. Way". The signature is written over a horizontal line.

Gregory A. Way  
 Registered Professional Land Surveyor  
 No. 4567 - State of Texas



April 28, 2020

Andy Barrett & Associates, PLLC  
Attn: Andrew N. Barrett  
3300 Bee Cave Road, Suite 650 #189  
Austin, TX 78746  
Email Copy to: [andy@westtexlaw.com](mailto:andy@westtexlaw.com)

I, Andrea Cunningham City Secretary of the City of Dripping Springs, certify that the attached documents (9 pages) is a true and correct copy of:

**RESOLUTION No. 2020-R18**

A RESOLUTION ACCEPTING THE PETITIONS REQUESTING THE CONSENT OF THE CITY OF DRIPPING SPRINGS FOR DRIFTWOOD CONSERVATION DISTRICT TO ANNEX CERTAIN PROPERTY INTO THE DISTRICT

Resolution No. 2020-R18 was passed and approved at the Regular City Council meeting on April 21, 2020 and by a vote of 5 ayes to 0 nays to 0 abstentions of the City Council of Dripping Springs, Texas; and is on filed in the City Secretary's Office.

**SIGEND & CERTIFIED**, this the 24<sup>th</sup> day of April 2020.



*Andrea Cunningham*

Andrea Cunningham, City Secretary



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

Item # 18.

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**Submitted By:** Johnna Krantz, Community Events Coordinator

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**Council Meeting Date:** February 7, 2023

**Agenda Item Wording:** Discuss and consider approval of a Special Event Permit Application and Co-Sponsorship Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the 2<sup>nd</sup> Annual Brewers Festival on March 25, 2023. *Sponsor: Council Member Sherrie Parks*

**Agenda Item Requestor:** Pam Owens, President/CEO, Dripping Springs Visitors Bureau

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**Summary/Background:** The Dripping Springs Visitors Bureau (DSVB) applied for a Co-Sponsorship Agreement and Special Event Permit for the 2<sup>nd</sup> Annual Brewers Festival to be held on Saturday, March 25, 2023, from 11am to 5pm on the city's Stephenson Building property.

The DSVB is requesting assistance from the city with placement of directional signage for vehicles and pedestrians, safety barricades, and trash receptacles to be borrowed from Dripping Springs Ranch Park. Electricity for music will be drawn from the Stephenson Building facilities.

There will be no street closures for this event.

City Staff will write, print, and deliver notices to residents and businesses that will be affected by the festival.

The Co-Sponsorship Agreement and Special Event Permit Application are similar to the ones approved for last year's festival. The Agreement and Permit allow the DSVB to use the city's property for the event, and the Agreement includes the obligations of each party.

**Commission Recommendations:** N/A

**Staff Recommendation:** Recommend 2 security officers on site for the duration of the event.

**Attachments:** Proposed Co-Sponsorship Agreement (draft)  
Special Event Permit Application  
Co-Sponsorship Application – Approved by City Administrator

- Event Plan with Site Map
- Banner Graphic

- Proof of Insurance

Item # 18.

**Next Steps/Schedule:** Execute the Agreement and Permit.

## Co-Sponsorship Agreement

This *Dripping Springs Visitors Bureau Co-Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and the Dripping Springs Visitors Bureau ("Co-Sponsor").
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Stephenson Building, the field adjacent to the building, and the parking adjacent to the building by Co-Sponsor. The event will promote tourism in the City of Dripping Springs.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold an event at the area shown in Attachment "A". The Dripping Springs Visitors Bureau seeks to have an event at the area in Attachment "A" that includes twelve local breweries which will set up in 10 x 10 foot tents in the parking lot of the Stephenson Building. Live entertainment consisting of a band will be present. Parking will be available for the event in the field adjacent to the Stephenson building.
4. **SCOPE:** This Agreement applies to Co-Sponsor's utilization of the area as shown in Attachment "A" for the reasons stated above, which shall be conducted March 25, 2023 from 11 a.m. – 5 p.m.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at 101 Old Fitzhugh Rd, Dripping Springs, Texas 78620 and adjacent field.
6. **OBLIGATIONS OF THE CITY:**
  - 6.1. The City agrees to allow Co-Sponsor to utilize the area in Attachment "A" for the purpose stated in Section 3, at no cost. The use will include use by tents for brewers, parking, food trucks, and related activities. This obligation is contingent on final special event permit and site plan approval by the City.
  - 6.2. The City agrees to provide City maintenance staff to assist with parking set up and set up of city trash receptacles. The Co-Sponsor will collect the trash and provide the trash bags. The Co-Sponsor will work with the Maintenance Director to establish a plan for pre-event and post-event assistance.



- 6.3. The City agrees to provide use and setup of barricades for the event, but is not obligated to fill them with water or drain them in accordance with the safety plan.
- 6.4. The City agrees to allow the Co-Sponsor to use the City's logo for this event subject to the City's Branding Guidelines as directed by the City's Communications & Marketing Director.
- 6.5. The City will provide access to water and electricity for the event as shown in Attachment "B".
- 6.6. The City will waive the special event bond.
- 6.7. The City agrees to allow the Co-Sponsor to use trash receptacles from Dripping Springs Ranch Park at no cost and to store the trash receptacles on the Stephenson Building porch March 24<sup>th</sup> through 26<sup>th</sup>, 2023.

## **7. OBLIGATIONS OF THE CO-SPONSOR:**

- 7.1 Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event.
- 7.2 Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.3 Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
- 7.4 Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
- 7.5 Co-Sponsor agrees not to perform waste or damage to the area.
- 7.6 Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- 7.7 Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the area.
- 7.8 Co-Sponsor shall deliver three hundred dollars (\$300) in compensation to the City prior to the event to reimburse the City for staff time and rental of the barricades.

**8. INDEPENDENT CONTRACTOR:** The Parties agree that Co-Sponsor and their attendees and agents are independent contractors and are neither agents nor employees of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.

**9. INJURIES/INSURANCE:** Co-Sponsor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees, if any. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees

may sustain while performing services under this Agreement. Co-Sponsor 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 Co-Sponsor uses the services of any of Co-Sponsor's employees for the provision of services to the City.

**10. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated March 26<sup>th</sup>, 2023 or as outlined below.

**11. TERMINATION:**

- 11.1 This Agreement may be terminated by mutual consent of the parties.
- 11.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of the area.
- 11.3 Termination shall release each party from all obligations of this Agreement, except as specified below.
- 11.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 11.5 *Force Majeure:* In situations in which Co-Sponsor's participation at the area must be delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

**12. INDEMNIFICATION:**

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

**13. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

**14. NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or

certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

**City:**

*Attention:* City Administrator  
Post Office Box 384  
Dripping Springs, Texas 78620  
Phone: (512) 858-4725

**Co-Sponsor:**

*Attention:* Pam Owens  
509 West Mercer, Unit 13  
Dripping Springs 78620

- 15. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.
- 16. ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 17. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 18. SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 19. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at DSRP.
- 20. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 21. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

**BE IT HEREBY AGREED & APPROVED,** for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**City of Dripping Springs:**

**Dripping Springs Visitors Bureau**

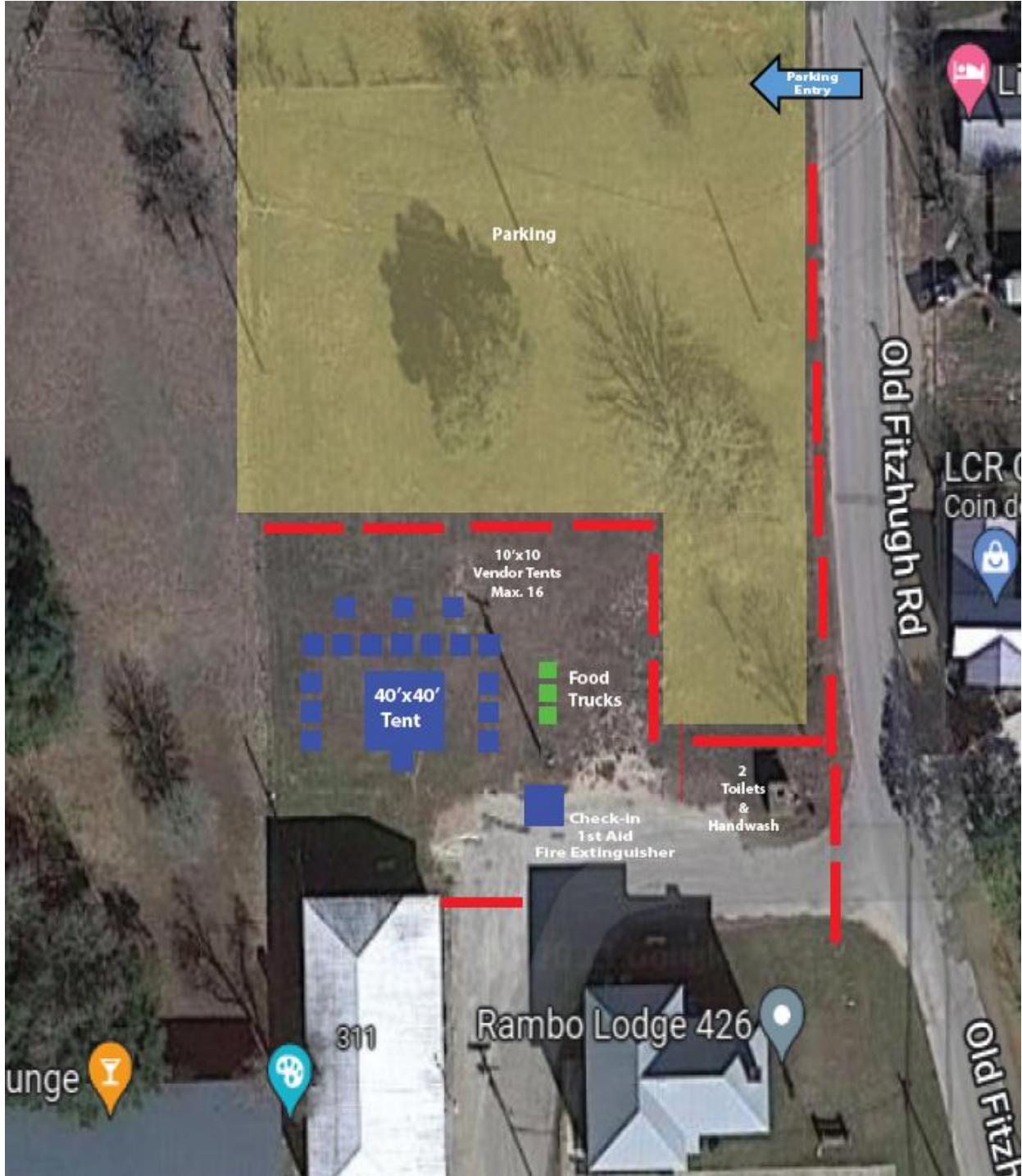
by: \_\_\_\_\_  
Michelle Fischer, City Administrator

by: \_\_\_\_\_  
Pam Owens, President

**ATTEST:**

by: \_\_\_\_\_  
Andrea Cunningham, City Secretary

### ATTACHMENT "A"





**ATTACHMENT "B"**





December 2, 2022

City of Dripping Springs  
511 West Mercer St  
Dripping Springs, TX 78620  
Attn: Parks & Recreation

Revised January 25, 2023

The Dripping Springs/Driftwood area Visitors Bureau is requesting that the City of Dripping Springs be a co-sponsor of a Brewers Festival on Saturday, March 25, 2023, from 11am-5pm, to take place in the downtown area, just off Mercer Street and Old Fitzhugh Road. I have enclosed a completed application and draft budget.

This year's festival will expect to have a larger crowd. The 2022 festival saw about 300 people including volunteers for the day. This year we hope to sell at least 400 wristbands and have about 60 volunteers. The 11am-1pm time will only be for attendees who purchase a VIP ticket and then from 2pm-5pm general admission will be included. We are requesting use of the grassy field next to the Stephenson Building. Footprint map is enclosed.

Last year's festival included 11 breweries and 2 food vendors. This year our plan is to have a maximum of 16 breweries and 3 food vendors.

We would like to ask the City for assistance with marking the lot area north of the Stephenson Building for vehicle parking and with trash to include 10 trash barrels and receptacle for trash at end of day. We do not need any streets to be blocked off but will need barriers and signage to direct vehicles and walking traffic. SLOW signage on Old Fitzhugh would be great to have.

Electricity will be required off the Stephenson building to facilitate music.

We are requesting the City staff write, print, and deliver notices to all residents and businesses that will be affected by the Festival.

Please let me know if there's anything else that I need to do to complete the application.

Sincerely,  
Pam Owens  
President/CEO  
Dripping Springs Visitors Bureau



## Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: Dripping Springs Visitors Bureau

### APPLICANT

First Name: Pam

Last Name: Owens

Contact Number: (512) 658-4942

Email: pam@destinationdrippingsprings.com

Address: 509 West Mercer, Unit 13 Dripping Springs

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### EVENT

NAME: Dripping Springs Brewers Festival

START DATE/TIME: 3/25/2022 11:00 am

END DATE/TIME: 3/25/2022 5:00 pm

ADDRESS: Paved parking area & field between Masonic Lodge & Stephenson Bldg

ESTIMATED ATTENDANCE: 500

### EVENT DESCRIPTION

All twelve of the breweries in the DS and Driftwood area will participate in a brewers festival on Saturday, March 25 from 11-5pm. The DSVB, as Destination Dripping Springs, will be the sponsor and will hold the TABC license. Plans are to have 2 food trucks for the time period as well as live music, and a tent with tables and chairs across the south end of the grassy area. Wristbands will be sold in advance on-line and at event. Each brewery will bring their own pop-up tent. ID's will be checked at entry before handing out wristband, beer glass and tickets for tastings. Additional tickets can be purchased.

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes  No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes  No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes  No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes  No

WILL ADMISSION BE CHARGED?

Yes  No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes  No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes  No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes  No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes  No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes  No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

City logo can be used on any print material, website festival information and through social media.

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Most of marketing will be through social media plus posters at the breweries and other locations. Each brewery, sponsor, eating locations and downtown shopping areas will be highlighted in social media posts. Two press releases are planned to encourage print/radio/tv promotion.

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

This is second year for a brewers festival. We previously managed the Dripping with Taste Wine & Food Festival for 14 years and the Dripping Springs Songwriters Festival for 2 years.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

- Promotes the City as a desirable place to live, visit and do business.
- Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhances the quality of life and wellbeing of some or all residents of the community.
- Advances the City's commitment to and pride in being a multicultural community.  
Promotes the historic districts.
- Promotes cultural and artistic awareness among the citizenry.

Promotes and identifies Dripping Springs/Driftwood areas as a hub for brewers in the Hill Country for visitors and residents to enjoy.  
Promotes shopping in the Old Fitzhugh Road and the Mercer Street historic districts as the event takes place where they converge.

\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE: 11/27/2023

CITY ADMINISTRATOR: Michelle Gescher

DATE: 1/30/2023  APPROVE  DENY

~~DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:~~

~~DATE:  APPROVE  DENY~~

~~CITY COUNCIL:~~

~~DATE:  APPROVE  DENY~~

## Sign Request Form

*THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.*

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

**Banner Width & Height: 4 feet tall by 8 feet wide**

**Banner Material and Grommets: vinyl with hemmed grommets every 2 feet**

**WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.**

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

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NAME OF ENTITY: Dripping Springs Visitors Bureau

NAME OF REPRESENTATIVE: Pam Owens

MAILING ADDRESS: 509 West Mercer, Unit 13 Dripping Springs

TELEPHONE NUMBER (512) 658-4942

EMAIL ADDRESS: pam@destinationdrippingsprings.com

**DESCRIPTION OF EVENT OR SERVICE:**  
All twelve of the breweries in the DS and Driftwood area will participate in a brewers festival on Saturday, March 25 from 11-5pm. The DSVB, as Destination Dripping Springs, will be the sponsor and will hold the TABC license. Plans are to have 2 food trucks for the time period as well as live music, and a tent with tables and chairs across the south end of the grassy area. Wristbands will be sold in advance on-line and at event. Each brewery will bring their own pop-up tent. ID's will be checked at entry before handing out wristband, beer glass and tickets for tastings. Additional tickets can be purchased.



DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

Included below. Will include brewers logo, DS city logo, Destination DS logo, sponsor logos, date, time, location.

SIGN DIMENSIONS AND HEIGHT: 4' x 8'

SIGN MATERIALS:

Vinyl

REQUESTED DATE FOR SIGN TO BE DISPLAYED:

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER  NONCOMMERCIAL  TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle



\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE: 11/27/2023

CITY ADMINISTRATOR: Michelle Fischer

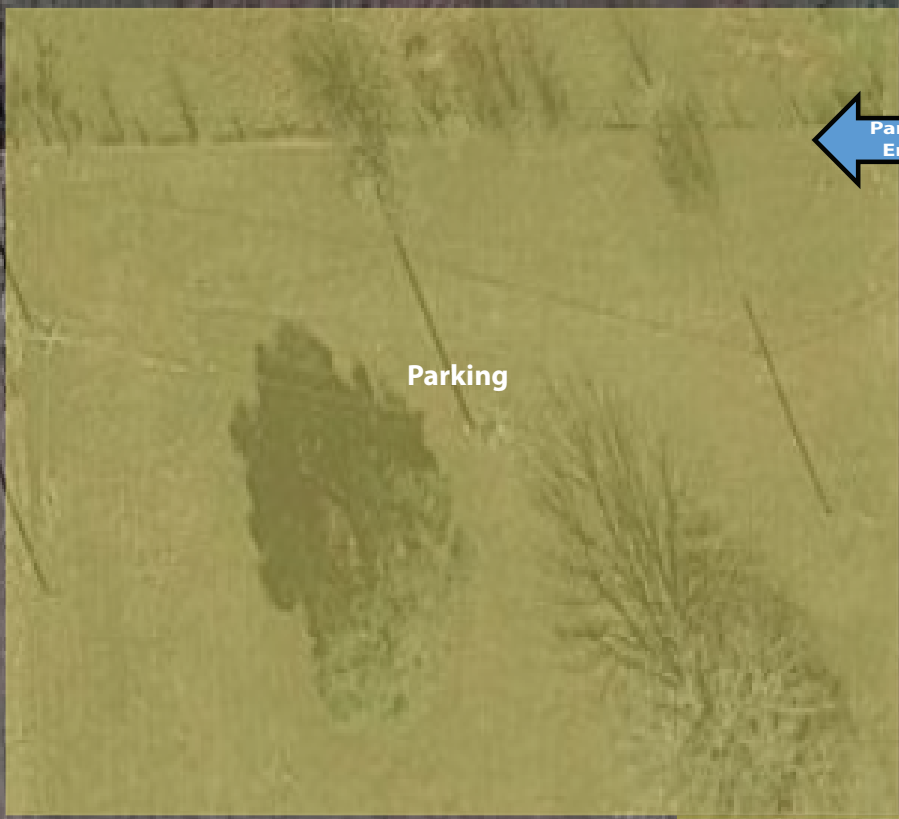
DATE: 11/30/2023 APPROVE  DENY

Special Event Permit – Items 1-4  
 Dripping Springs Brewers Festival  
 Saturday, March 25, 2023

- 1) Site Plan – attached showing 40x40 tent, brewer’s pop-up tents, first aid and fire extinguisher location, toilets, food trucks, parking and draft plan for City assisted barricades. We will contact DS Fire Department, Dillon Polk for inspection. Capitol Tent Company would like to install on Thursday, March 23 and dismantle on Monday, March 26. Capitol will also deliver tables and chairs. J-Bar Contractor Services would like to deliver toilets and handwashing station on Thursday, March 23 and pickup on Monday, March 26.
  
- 2) i. Monitoring & Security –  
 All participants will have to show valid proof of age before receiving an appropriate wristband. All beer drinkers will have to show wristband before receiving a pour. Off-duty Hays County officers will provide security from 11am-6pm to mitigate any problem with alcohol drinkers and with crowd control including parking issues. Officer will monitor the immediate area as well as the nearby Old Fitzhugh Road and Mercer Street areas. We have requested a county department vehicle be present.  
 ii. Pam Owens, Dripping Springs Visitors Bureau, oversees the festival and may be contacted at 512-658-4942 concerning security.  
 iii. Provided by City  
 iv. Provided by City
  
- 3) Sound Control –  
 i. - iv. - 2 individual musicians will play, one at a time, from 11am-5pm with sound check starting at 10:30am. Each will have 1-2 amplifiers for their music which will be under a 10’x10’ tent next to the 40’x40’ tent like the Farmers Market music setup. We will measure decibel level each hour to make sure within city ordinance. We will use the electrical outlet off the Stephenson Building as Craig suggested.
  
- 4) Maintenance & Cleanup –  
 i. We request that the City provide 10 trash receptacles from DSRP. We understand that we will provide bags.  
 Recon Services is donating a 15-yard roll-off dumpster for trash. They will deliver on Friday, March 24, and pick up on Monday, March 26. Volunteers will bag trash and put into dumpster as the day progresses.  
 Most brewers will serve from kegs – not cans, and those bringing cans will be required to take off premises with them. Patrons will have a souvenir tasting glass so we’re hoping trash will be at a minimum.  
 ii. we do not have names of the volunteers yet but Pam Owens is ultimately in charge of maintenance and cleanup.

Item # 18.

Parking Entry



Parking

Old Fitzhugh Rd

LCR C  
Coin de

10'x10  
Vendor Tents  
Max. 16



40'x40'  
Tent

Food  
Trucks

Check-in  
1st Aid  
Fire Extinguisher

2  
Toilets  
&  
Handwash



311

Rambo Lodge 426

Old Fitzhugh Rd



**Dripping Springs Brewers Festival**

Saturday, 3/25/2023

**Draft - BUDGET****Income Budget**

Sponsorships	600
Merchandise sales	500
Wristband sales 200@\$25 - 8 (4 oz) tastings	5,000
Wristband sales 250@\$40 - VIP	10,000
Brewer Fees 11@\$75	825
	<u>16,925</u>

**Expenses**

Printing - posters, banner, site signage, etc	200	Print Plus, Grapevine Signs
Triangle Banner	150	Grapevine Signs
Beer costs	3,000	DSVB to pay breweries
TABC license	100	DSVB to be licensee
Tent, table and chair rental	1,299	Capitol Tent-install Fri morning/take down Mon.
500 tasting Mugs	1,100	includes mug, setup, printing logo & shipping
Toilets & handwashing sinks	595	1 handicap & 1 regular, 2 sink stations
Tickets	50	beer tasting tickets
Wristbands	150	wrist-band.com 500 VIP bands
Security	400	off-duty constable officer
Music	800	2 bands/musicians - low or no amplification
Ice	600	for brewers stations
Tshirts	1,500	Act 3 Screen printing
City	300	Use fee
Marketing	500	Social & print ads
Bank/card fees	425	
	<u>11,169</u>	





Date Received: 1/27/23 Accepted By: Johnna Krantz  
 Date Complete: 1/27/23 Approved \_\_\_\_\_ Denied \_\_\_\_\_  
 Conditions: \_\_\_\_\_

Name of Event: 2023 Brewers Fest  
 Contact Name: Pam Owens Phone Number: 512-658-4942

**PERMIT FOR SPECIAL EVENT WITHIN CITY LIMITS CHECKLIST:**

- Site Plan
- Sound Control Plan
- Maintenance and Clean Up Plan
- Monitoring and Security Plan
- Neighborhood Notification Letter and Documentation of Notification *- City Staff*
- Refundable Deposit *- requested to waive*
- Certificate of Liability Insurance
- Licensing *- TABC Permit Requested*

**Additional Permits If Applicable:**

- Street Closure Permit - \$250+
- Itinerant Vendor Permit - \$35 - \$70 per Vendor
- Special Event Food Vendor Permit - \$30 - \$150 per Vendor
- Facility Rental Application - Various Fees
- Commercial Activity in DS Parks - \$30-\$800



## A Letter to Event Coordinators:

The City of Dripping Springs is eager to assist you in the coordination of your special event. This information packet is designed to help you understand and comply with City rules, regulations, and ordinances related to the production of a special event. It is the responsibility of the Event Coordinator to review all information contained in the packet and comply with all rules, regulations, ordinances, and conditions.

The City of Dripping Springs Parks & Community Services Department requires that an application be filled out and submitted at least 30 days prior to the start of the event. The purpose of this application is to review the content and focus of your event, how it will impact city services and patrons, and ultimately ensure that participants enjoy a safe and well-planned experience.

Applications will not be accepted if your event is less than 30 days away.

As an Event Coordinator, you are undertaking a large responsibility for the production of your special event. Remember that advance planning will help ensure that your event runs smoothly.

Thank you,  
City of Dripping Springs Parks & Community Services Department





PERMIT FOR SPECIAL EVENT WITHIN CITY LIMITS

City Code §6.02.071 requires a permit for a Special Event. Such events can and often do impact surrounding properties and public rights of way, as well as the general health, safety, and welfare of the public. Sponsors of an activity open to the public expected to have fifty (50) or more people in attendance need a permit. A permit applicant must complete the following information prior to being issued a permit and must conform to permit requirements and conditions.

Name of the Event: Dripping Springs Brewers Festival Estimated Attendance: 500

Summary of Event: \_\_\_\_\_

Location: 311 Old Fitzhugh Rd - driveway and grassy field at Stephenson Building

Date(s) of Event: March 25, 2023

Start Time: 11am End Time: 5pm Set Up Begins: 8:30am Clean Up Begins: 5:00pm

Applicant

Property Owner

Name: Pam Owens City of Dripping Springs

Entity(if applicable): Dripping Springs Visitors Bureau

Mailing Address: 509 W Mercer St, Unit 13 509 W Mercer St, Unit 13

Phone: 512-858-4740 512-858-4725

Email: pam@destinationdrippingsprings.com parks@cityofdrippingsprings.com

Date: 1-27-2023 1-27-2023

All actual events must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

Applicant's  
Signature: Pam Owens Date: 1-27-2023

Property Owner's  
Signature: \_\_\_\_\_ Date: 1-27-2023

APPLICATION CONTINUED ON NEXT PAGE →



As the Event Coordinator, you are responsible for the safety of all participants. Consideration of safety must be a top priority in all aspects of event planning. If the topics mentioned are not applicable to your event, please notate with N/A. Please attach documentation that the Special Event complies with the following standards. Be sure to include dimensions on all plans.

- Submit the completed application with all supporting documents to the Community Events Coordinator - [parks@cityofdrippingsprings.com](mailto:parks@cityofdrippingsprings.com)
  - The completed application must be submitted at least 30 days prior to the start of the event.
  - The applicant will remove all temporary furnishings, fixtures, equipment, and signs installed for the event within 24 hours of the cessation of the event, unless the applicant shows a good cause for the City Administrator to allow additional time.
- 1) Site Plan: - *See attached*
- i. **On a map, please provide a reasonably accurate representation of the boundaries of the site and location where the event is to occur.** For each of the following items, notate where they will be located and provide plans for traffic control if applicable.
- \*First Aid and/or EMS - At a minimum, a first aid kit is required at all events
  - \*Fire extinguisher - Required at all events
  - Toilets- At least one toilet for each 250 attendees with substantiation that the toilets will be clean, sanitary, functioning, and useable throughout the event. Additional portable toilets may be required at parks or locations that do not have restroom facilities
  - Hand washing sinks
  - Parking - Verify that parking is lawful and sufficient for the anticipated attendance
  - Tents and Canopies - Please include dimensions, anything larger than 10x10 will require a fire inspection. If tent/canopy is located on city owned property or the city co-sponsors the event, each tent/canopy must comply with the city's Canopy Safety Ordinance.
  - Food vendors - Vendors will be required to apply for a special event food vendor license
  - Beverage vendors - Vendors will be required to apply for a special event food vendor license
  - Alcoholic beverage vendors - including type (draft beer, canned beer, or wine) and provide proper TABC permits
  - Stages - Include dimensions. Stages may require a Building Permit.
  - Bleachers - Include dimensions
  - Retail merchants- Merchants will be required to apply for an Itinerant Vendor License
  - Garbage receptacles
  - Recycling containers
  - Location and number of barricades
  - Trailers, vehicles, storage facilities
  - Fire lane
  - Signs or banners- Include dimensions and image(s) of design
  - Temporary lighting (must be shielded and comply with City Code)
  - Security
  - Generator/electricity
  - Assembly areas

APPLICATION CONTINUED ON NEXT PAGE →



*Sample Site Plan:*



2) Monitoring and security:

- i. **Provide a description of the method for monitoring activity and general crowd movement including pedestrian safety, as well as a description of security measures and personnel.**
- ii. Include at a minimum the names, placement, duties, and authority of personnel.
- iii. Provide owners' and tenants' written authorization. The signatures of the property owner and tenant or other lawful occupant, if different from the owner, or a written affirmation that they are both aware of the event and that they authorize the occurrences.
- iv. Provide contacts for nearby occupants and owners.

**see attached**

3) Sound Control

- i. **Provide workable plans to mitigate and limit the sound from the event so that the effects of excessive noise are minimized.**
- ii. Abide by the plans and control excessive noise which occurs despite the plan.
- iii. All noise associated with the event shall cease by 10:00 p.m.
- iv. Provide voice and music amplification schedule, including start and finish times as well as any sound check times.

*Please note a Hays County Sheriff's Department Deputy or other Peace Officer may determine that noise during a permitted event is offensive to others and may require applicant to stop or reduce*



activities causing the noise. Also, the City of Dripping Springs may order an event to cease because it may incite a crowd to become unruly and risks injury.

**see attached**

4) Maintenance and Clean Up

- i. **Provide a workable plan for the control of solid waste during the event and a cleanup plan for after the event.**
- ii. Include at a minimum the names, placement, duties, and authority of personnel

**see attached**

5) Neighborhood Notification - Required for all Special Events

- i. Include a drafted Notification Letter with the permit application. Upon review of the application, delivery of letter will be based on the impact of your event.
  - Contact persons owning and occupying property within 200 feet of the event site and provide neighbors with Special Event contact information: name, telephone numbers (including a phone number that will be available and operating during the event) and hours of special event operation.
  - Provide a list of addresses that were notified and attach it to the permit application.**

6) Bond: Provide a bond or other acceptable security deposit of \$200.00 to cover the costs attributable to the costs of clean up and repair of nearby streets, other public property, and private property for litter and damage reasonably attributable to event sponsors of attendees. Absent a need to draw down upon the bond, it will be released in full within 48 hours of the event.

7) Proof of Insurance: Provide proof that insurance has been obtained to cover this event. If the event is on City Property the insurance policy must name the **City of Dripping Springs** as additional insured.

WILL ITEMS (MERCHANDISE, FOOD AND/OR DRINKS) BE SOLD AT THIS EVENT?

**YES**

NO

WILL YOUR EVENT REQUIRE STREET CLOSURE?

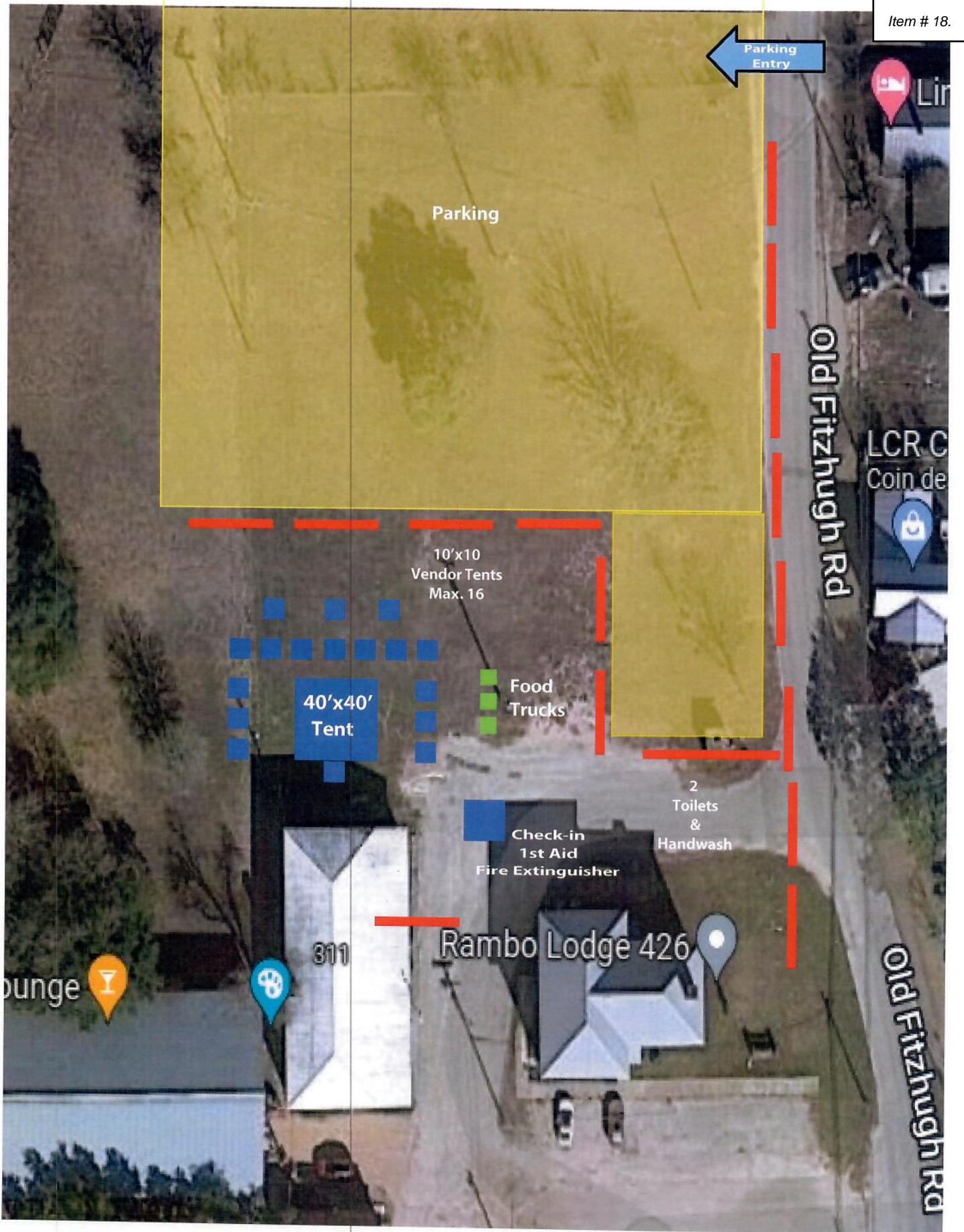
YES

**NO**

Special Event Permit – Items 1-4  
 Dripping Springs Brewers Festival  
 Saturday, March 25, 2023

- 1) Site Plan – attached showing 40x40 tent, brewer’s pop-up tents, first aid and fire extinguisher location, toilets, food trucks, parking and draft plan for City assisted barricades. We will contact DS Fire Department, Dillon Polk for inspection. Capitol Tent Company would like to install on Thursday, March 23 and dismantle on Monday, March 26. Capitol will also deliver tables and chairs. J-Bar Contractor Services would like to deliver toilets and handwashing station on Thursday, March 23 and pickup on Monday, March 26.
  
- 2) i. Monitoring & Security –  
 All participants will have to show valid proof of age before receiving an appropriate wristband. All beer drinkers will have to show wristband before receiving a pour. Off-duty Hays County officers will provide security from 11am-6pm to mitigate any problem with alcohol drinkers and with crowd control including parking issues. Officer will monitor the immediate area as well as the nearby Old Fitzhugh Road and Mercer Street areas. We have requested a county department vehicle be present.  
 ii. Pam Owens, Dripping Springs Visitors Bureau, oversees the festival and may be contacted at 512-658-4942 concerning security.  
 iii. Provided by City  
 iv. Provided by City
  
- 3) Sound Control –  
 i. - iv. - 2 individual musicians will play, one at a time, from 11am-5pm with sound check starting at 10:30am. Each will have 1-2 amplifiers for their music which will be under a 10’x10’ tent next to the 40’x40’ tent like the Farmers Market music setup. We will measure decibel level each hour to make sure within city ordinance. We will use the electrical outlet off the Stephenson Building as Craig suggested.
  
- 4) Maintenance & Cleanup –  
 i. We request that the City provide 10 trash receptacles from DSRP. We understand that we will provide bags.  
 Recon Services is donating a 15-yard roll-off dumpster for trash. They will deliver on Friday, March 24, and pick up on Monday, March 26. Volunteers will bag trash and put into dumpster as the day progresses.  
 Most brewers will serve from kegs – not cans, and those bringing cans will be required to take off premises with them. Patrons will have a souvenir tasting glass so we’re hoping trash will be at a minimum.  
 ii. we do not have names of the volunteers yet but Pam Owens is ultimately in charge of maintenance and cleanup.









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

**Submitted By:** Mack Rusick, Aquatics & Athletics Manager

**Council Meeting Date:** February 7, 2023

**Agenda Item Wording:** Discuss and consider approval of the Adult Softball Field Use Agreement between the City of Dripping Springs and Logan Lilly and the Thursday Night Adult Softball League

**Agenda Item Requestor:** Sherrie Parks

**Summary/Background:** In the Spring of 2022, the Thursday Night Men's Adult Softball League was adopted by City Staff along with two other leagues as City Programs. The Thursday league was canceled a few weeks into their first season. This agreement was approved in June of 2022 to allow for volunteers from the league to reassume ownership, rent the field space, and take responsibility to run their own league.

The updated Agreement includes two seasons (Spring & Summer) and updated rental fees for 2023.

2022 Agreement = \$230/night (8 nights/1 season)

2023 Agreement = \$250/night (20 nights/2 seasons)

Cost per Season 2023:

Field Fees: (2 fields x \$50/day x 10 days) = \$1,000

Electricity Fees: (2 fields x \$75/day x 10 days) = \$1,500

Total Rental Fees = \$2,500/season

**Staff**

**Recommendations:** Approval of agreement as presented

**Attachments:** 2023 Adult Softball Field Use Agreement

**Next Steps/Schedule:** Execute the Agreement



## USE AGREEMENT

### Logan Lilly and City of Dripping Springs for Adult Softball Fields

#### (Sports and Recreation Park)

THIS USE AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and Logan Lilly an individual (the “user”).

### I. RECITALS

- A. Logan Lilly is an individual whose purpose is to provide for an adult softball league at Sports and Recreation Park for the male league.
- B. Logan Lilly wishes to enter into a use agreement with the City to allow a male adult softball league to use Sports and Recreation Park Adult Softball Fields for the male league games.
- C. The City desires to contract with Logan Lilly and, accordingly, agrees to allow Logan Lilly and the male adult softball teams to use the adult softball fields for their games.

### II. AGREEMENT

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

#### A. Duties of Logan Lilly and teams,

- a. Logan Lilly is responsible for providing proof of insurance from the ASA/USA Softball or other organization as provided in Attachment “A”.
- b. Logan Lilly is responsible for ensuring payment of field rental fees, including electricity, prior to league play at the cost of field fees and electricity.
- c. Logan Lilly and the teams, will provide all equipment needed for the games as well as providing for and compensating, as needed, scorekeepers and umpires.
- d. Logan Lilly and the teams, will provide signed waivers for each participant in field use to the City prior to the person’s participation in the league. Electronic copies of the waivers will be accepted, as well as hard copies, so long as hard copies are provided within seven (7) business days of signature. Copies can be provided electronically to Mack Rusick at [mrusick@cityofdrippingsprings.com](mailto:mrusick@cityofdrippingsprings.com) and in hard copy at City Hall at 511 Mercer Street,

Dripping Springs, Texas 78620. Any participant without a signed waiver cannot use the fields.

- e. Logan Lilly and teams ensure compliance with all park rules, all Adult Softball League rules, and all direction from City Staff and officials. shall ensure that no one without a city parking pass will park on the grass adjacent to the fields, but shall use marked parking places. Any parking outside marked parking places shall incur the cost of damage to the grass up to \$100 per night. Any deviation from compliance with these rules, including unauthorized parking, can result in immediate suspension or termination of the use agreement without refund other than the deposit if not needed for damages or cleanup.

## **B. Duties of the City**

- a. The City will allow User and the male adult softball league to use two fields on Thursday nights from March 23<sup>rd</sup> to August 10<sup>th</sup>
- b. City shall not collect individual fees, hire scorekeepers or umpires, or create schedules for games.
- c. City will monitor the field use for compliance and will ensure that the fields are cleaned after each use. City will collect trash in city cans. Any trash outside of city cans will be the responsibility of user and will result in damages charge or deduction in deposit if left behind after field use.
- d. City will ensure fields and lights are usable for each night of play.

## **D. Rental Fees and Payment**

- a. Total Rental Fees per Season will be as follows:
  1. Field Fees: (2 fields x \$50/day x 10 days) = \$1,000
  2. Electricity Fees: (use of lighting and scoreboard): (2 fields x \$75/day x 10 days) = \$1,500
  3. Total Fees Per Season due to the City of Dripping Springs = \$2,500  
Deposit: (to be used for damage to grass for unauthorized parking, additional cleanup after field use, or any damages): \$200/season
  4. Payment of up to \$100 per game if excessive cleaning is needed after use of field. Documentation of need for excessive cleaning will be provided to user prior to charge of fee.



ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS AGREEMENT IN CONNECTION WITH THE USE OR OCCUPANCY OF THE FIELDS BY USER OR ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, MEMBERS, GUESTS, PARTICIPANTS.

- g. The User shall not assign this Agreement, or any rights, obligations, dates, discounts, or entitlements created under this Agreement to any other person or entity.
- h. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party fourteen (14) day written notice.
  - i. This Agreement may be immediately suspended or terminated by the City if any rules, ordinances, or directions are violated by the User, or the User’s participants, guests, agents, or members.
  - j. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

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

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

**To User:**  
Logan Lilly

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

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

**IN WITNESS WHEREOF, The City of Dripping Springs and Logan Lilly have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:**

**USER:**

\_\_\_\_\_  
Bill Foulds Jr., Mayor

\_\_\_\_\_  
Logan Lilly

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**DRIPPING SPRINGS**  
Texas

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

**From:** Shawn Cox, Finance Director/City Treasurer 

**Date:** February 7, 2023

**RE:** FY 2023 Proposed Budget Amendment #3

**General Fund:**

**Expenditures:**

- Contingencies/Emergency Fund has increased **\$50,000.00** (From \$50,000.00 to \$100,000.00)
  - This proposed increase is requested in response to the recent winter storm emergency. These funds will be used for equipment purchases, building maintenance or repairs, landscaping and tree removal, or any other goods and services needed in preparation for, response to, and recovery from the recent emergency.

**Parks - General Fund:**

**Revenues:**

- TXF from Parkland Dedication has increased **\$3,710.00** (From \$107,000.00 to \$110,710.00)
  - This additional funding is requested to cover additional costs related to the wayfinding signs at Founders and Veterans Memorial Parks.

**Expenditures:**

- Triangle Improvement has increased **\$5,060.00** (From \$17,000.00 to \$22,060.00)
  - Council originally approved \$17,000.00 for the construction of a wayfinding sign at the Veterans Memorial Park. Based on recently received bids, an additional \$5,060.00 is needed for construction costs.
- Founders Park (Improvements) has decreased **\$1,350.00** (From \$187,048.36 to \$185,698.36)
  - Council originally approved \$53,000.00 for the construction of a wayfinding sign at Founders Park. Based on recently received bids, actual costs for construction of the sign will be \$51,650.00.

**Parkland Dedication Fund:**

**Expenditures:**

- Park Improvements has increased **\$3,710.00** (From \$107,000.00 to \$110,710.00)
  - This additional expenditure is being requested to cover additional costs regarding the Founders and Veteran Memorial Park's wayfinding signs.



**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2023-\_\_\_\_\_**

**BUDGET AMENDMENT**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2022-2023 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 2022-2023; and

**WHEREAS**, the City has had a need to adjust line items in the Contingency Fund, Park Funds, and Parkland Dedication Fund; 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 2022-2023 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 2022-2023 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:**

- Contingencies/Emergency Fund has increased **\$50,000.00** (From \$50,000.00 to \$100,000.00)
  - This proposed increase is requested in response to the recent winter storm emergency. These funds will be used for equipment purchases, building maintenance or repairs, landscaping and tree removal, or any other goods and services needed in preparation for, response to, and recovery from the recent emergency.

### **Parks - General Fund:**

#### **Revenues:**

- TXF from Parkland Dedication has increased **\$3,710.00** (From \$107,000.00 to \$110,710.00)
  - This additional funding is requested to cover additional costs related to the wayfinding signs at Founders and Veterans Memorial Parks.

#### **Expenditures:**

- Triangle Improvement has increased **\$5,060.00** (From \$17,000.00 to \$22,060.00)
  - Council originally approved \$17,000.00 for the construction of a wayfinding sign at the Veterans Memorial Park. Based on recently received bids, an additional \$5,060.00 is needed for construction costs.
- Founders Park (Improvements) has decreased **\$1,350.00** (From \$187,048.36 to \$185,698.36)
  - Council originally approved \$53,000.00 for the construction of a wayfinding sign at Founders Park. Based on recently received bids, actual costs for construction of the sign will be \$51,650.00.

### **Parkland Dedication Fund:**

#### **Expenditures:**

- Park Improvements has increased **\$3,710.00** (From \$107,000.00 to \$110,710.00)
  - This additional expenditure is being requested to cover additional costs regarding the Founders and Veteran Memorial Park’s wayfinding signs.

**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 7<sup>th</sup> day of February 2023 by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
<b>CITY - GENERAL FUND</b>				
<b>Balance Forward</b>	4,408,438.85	4,408,438.85		
<b>Revenue</b>				
AD Valorem	2,559,204.88	2,559,204.88		
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	6,852.50	6,852.50		
Fire Inspections	50,000.00	50,000.00		
Bank Interest	50,000.00	50,000.00		
Development Fees:				
- Subdivision	890,750.00	890,750.00		
- Site Dev	400,000.00	400,000.00		
- Zoning/Signs/Ord	65,000.00	65,000.00		
Building Code	1,500,000.00	1,500,000.00		
Transportation				
Solid Waste	45,000.00	45,000.00		
Health Permits/Inspections	75,000.00	75,000.00		
Municipal Court	1,000.00	1,000.00		
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	2,404.33	2,404.33		
TXF from WWU	4,066.66	4,066.66		
TXF from TIRZ				
FEMA				
CARES Act				
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-		
<b>Total</b>	<b>13,987,117.23</b>	<b>13,987,117.23</b>		
<b>Expense</b>				
Supplies	30,000.00	30,000.00		
Office IT Equipment and Support	105,890.00	113,690.00		
Software Purchase, Agreements and Licenses	218,759.00	265,318.00		
Website	6,625.00	6,625.00		
Communications Network/Phone	36,830.84	36,830.84		
Miscellaneous Office Equipment	6,000.00	6,000.00		
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	1,096,332.00	1,096,332.00		
- Street & ROW Maintenance	204,050.00	204,050.00		
- Street Improvements	693,707.99	693,707.99		
Office Maintenance/Repairs	18,510.00	18,510.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Stephenson Building & Lawn Maintenance	6,000.00	6,000.00		
Maintenance Equipment	97,500.00	97,500.00		
Equipment Maintenance	5,500.00	5,500.00		
Maintenance Supplies	5,100.00	5,100.00		
Fleet Acquisition	50,000.00	50,000.00		
Fleet Maintenance	44,180.00	44,180.00		
City Hall Improvements	500,000.00	500,000.00		
Uniforms	12,320.00	12,320.00		
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	60,000.00	60,000.00		
- Stephenson Parking Lot Improvements				
- Stephenson Building Rehabilitation	210,000.00	210,000.00		
- OFR Grant Writer	-	-		
- Planning Consultant	250,000.00	250,000.00		
- Land Acquisition	10,000.00	10,000.00		
- Downtown Bathroom	200,000.00	200,000.00		
- City Hall Planning	30,000.00	30,000.00		
Public Safety:				
- Emergency Management Equipment	45,690.00	45,690.00		
- Emergency Equipment Fire & Safety	611.00	611.00		
- Emergency Mgt PR	2,000.00	2,000.00		
- Emergency Equipment Maintenance & Service	11,702.00	11,702.00		
- Emergency Management Other	30,000.00	30,000.00		
- Animal Control	3,400.00	3,400.00		
Public Relations	5,200.00	5,200.00		
Postage	3,200.00	3,200.00		
TML Insurance:				
- Liability	25,000.00	25,000.00		
- Property	41,000.00	41,000.00		
- Workers' Comp	25,000.00	25,000.00		
Dues, Fees, Subscriptions	41,337.95	41,337.95		
Public Notices	6,000.00	6,000.00		
City Sponsored Events	5,000.00	5,000.00		
Election	8,000.00	8,000.00		
Salaries	2,624,223.34	2,624,223.34		
Taxes	209,825.09	209,825.09		
Benefits	278,376.89	278,376.89		
Retirement	156,944.31	156,944.31		
DSRP Salaries	485,020.13	485,020.13		
DSRP Taxes	38,873.31	38,873.31		
DSRP Benefits	73,071.07	73,071.07		
DSRP Retirement	27,399.78	27,399.78		
Professional Services:				
- Financial Services	35,000.00	35,000.00		
- Engineering	70,000.00	70,000.00		



	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
- Special Counsel and Consultants	55,800.00	55,800.00		
- 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	50,000.00	50,000.00		
- Architectural and Landscape Consultants	5,000.00	5,000.00		
- Historic District Consultant	3,500.00	3,500.00		
- Lighting Consultant	1,000.00	1,000.00		
- Human Resource Consultant	15,000.00	15,000.00		
Training/CE	92,892.04	92,892.04		
Code Publication	8,000.00	8,000.00		
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	100,000.00	50,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)				
TXF to Reserve Fund	500,000.00	500,000.00		
TXF AV to TIF	355,961.65	355,961.65		
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	275,884.04	275,884.04		
TXF to Capital Improvement Fund	300,000.00	300,000.00		
TXF to Vehicle Replacement Fund	70,326.00	70,326.00		
TXF to WWU				
TXF to Founders Day				
TXF to Farmers Market	15,249.56	15,249.56		
<b>Total</b>	<b>11,791,542.99</b>	<b>11,845,901.99</b>		<b>50,000.00</b>

**PARKS - GENERAL FUND**

<b>Revenue</b>				
Sponsorships and Donations	2,000.00	2,000.00		
City Sponsored Events	3,000.00	3,000.00		
Programs and Events	8,000.00	8,000.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	29,400.00	29,400.00		
Pool and Pavilion Rental	16,950.00	16,950.00		
Park Rental Fees	5,950.00	5,950.00		
Reimbursement of Utility Costs	-	-		
TXF from HOT Fund	167,000.00	167,000.00		
TXF from Parkland Dedication	107,000.00	107,000.00	110,710.00	3,710.00
TXF from Parkland Development				
TXF from Landscaping Fund	1,000.00	1,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	160,570.49	160,570.49		
<b>Total Revenue</b>	<b>502,670.49</b>	<b>502,670.49</b>		<b>3,710.00</b>

**Expense**

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Other	11,500.00	11,500.00		
Park Consultants	10,000.00	10,000.00		
Dues Fees and Subscriptions	1,464.50	1,464.50		
Advertising & Marketing	11,250.00	11,250.00		
DS Ranch House Furniture & Equipment	-	-		
<b>Total Other</b>	<b>34,214.50</b>	<b>34,214.50</b>		
<b>Public Improvements</b>				
All Parks	6,500.00	6,500.00		
Triangle Improvement	17,000.00	17,000.00	22,060.00	5,060.00
Rathgeber Improvements	110,000.00	110,000.00		
Founders Park	187,048.36	187,048.36	185,698.36	(1,350.00)
Founders Pool	1,500.00	1,500.00		
Skate Park	75,000.00	75,000.00		
S & R Park	150,000.00	150,000.00		
Charro Ranch Park	1,000.00	1,000.00		
DS Ranch Park				
<b>Total Improvements</b>	<b>548,048.36</b>	<b>548,048.36</b>		<b>3,710.00</b>
<b>Utilities</b>				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	1,000.00	1,000.00		
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	7,250.00	7,250.00		
Pool Phone/Network	1,650.00	1,650.00		
FMP Pool Propane	20,000.00	20,000.00		
DS Ranch Park Electricity	-	-		
DS Ranch Park Phone/Network	-	-		
DS Ranch Park Septic	-	-		
<b>Total Utilities</b>	<b>59,150.00</b>	<b>59,150.00</b>		
<b>Maintenance</b>				
General Maintenance (All Parks)	1,000.00	1,000.00		
Trail Washout repairs	-	-		
Equipment Rental	1,000.00	1,000.00		
Founders Pool	16,000.00	16,000.00		
Founders Park	50,740.00	50,740.00		
Skate Park Maintenance	500.00	500.00		
S&R	31,420.00	31,420.00		
Charro Ranch Park	7,250.00	7,250.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
DSRP	-	-		
Rathgeber Maintenance	900.00	900.00		
<b>Total Maintenance</b>	<b>109,510.00</b>	<b>109,510.00</b>		
<b>Supplies</b>				

	<b>FY 2023 Adopted</b>	<b>FY 2023 Amended</b>	<b>FY 2023 Proposed Amendment #3</b>	<b>Change</b>
General Parks	8,550.00	8,550.00		
Charro Ranch Supplies	1,500.00	1,500.00		
Founders Park Supplies				
Founders Pool Supplies	24,705.00	29,764.34		
Program and Events	20,050.00	20,050.00		
DSRP & Ranch House Supplies				
S&R Supplies	400.00	400.00		
<b>Total Supplies</b>	<b>55,205.00</b>	<b>60,264.34</b>		
<b>Program Staff</b>				
Camp Staff	-	-		
Program Event Staff	13,400.00	13,400.00		
Aquatics Staff	77,043.15	77,043.15		
<b>Total Staff Expense</b>	<b>90,443.15</b>	<b>90,443.15</b>		
<b>Total Parks Expenditures</b>	<b>896,571.01</b>	<b>901,630.35</b>		<b>3,710.00</b>
<b>FOUNDERS DAY - GENERAL FUND</b>				
<b>Balance Fwd.</b>	33,588.01	33,588.01		
<b>Revenue</b>				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,100.00	1,100.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	10,000.00	10,000.00		
Parade	3,750.00	3,750.00		
Sponsorship	82,500.00	82,500.00		
Parking concession	1,700.00	1,700.00		
Electric	3,000.00	3,000.00		
Misc.				
TXF from General Fund				
<b>Total</b>	<b>146,488.01</b>	<b>146,488.01</b>		
<b>Expense</b>				
Publicity	9,500.00	9,500.00		
Porta-Potties	12,000.00	12,000.00		
Security	32,500.00	32,500.00		
Health, Safety & Lighting	15,500.00	15,500.00		
Transportation	4,500.00	4,500.00		
Barricades/Traffic Plan	19,000.00	19,000.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	5,500.00	5,500.00		
FD Event Supplies	5,000.00	5,000.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,000.00	4,000.00		
Electricity	1,800.00	1,800.00		
FD Electrical Setup	4,600.00	4,600.00		
Contingencies	3,438.01	3,438.01		
<b>Total expenses</b>	<b>146,488.01</b>	<b>146,488.01</b>		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
<b>Balance Fwd.</b>	-	-		
<b>CONSOLIDATED GENERAL FUND</b>				
<b>Revenue</b>				
City	13,987,117.23	13,987,117.23	13,987,117.23	0.00
Parks	502,670.49	502,670.49	506,380.49	3,710.00
Founders	146,488.01	146,488.01	146,488.01	0.00
<b>Total</b>	<b>14,636,275.73</b>	<b>14,636,275.73</b>	<b>14,639,985.73</b>	<b>3,710.00</b>
<b>Expense</b>				
City	11,791,542.99	11,845,901.99	11,895,901.99	50,000.00
Parks	896,571.01	901,630.35	905,340.35	3,710.00
Founders	146,488.01	146,488.01	146,488.01	0.00
<b>Total Expense</b>	<b>12,834,602.01</b>	<b>12,894,020.35</b>	<b>12,947,730.35</b>	<b>53,710.00</b>
<b>Balance Fwd.</b>	<b>1,801,673.72</b>	<b>1,742,255.38</b>	<b>1,692,255.38</b>	<b>(50,000.00)</b>
<b>DRIPPING SPRINGS FARMERS MARKET</b>				
Balance Forward	49,380.56	49,380.56		
<b>Revenue</b>				
FM Sponsor	5,000.00	5,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	54,600.00	54,600.00		
Applications	750.00	750.00		
Membership Fee	2,600.00	2,600.00		
Interest Income	200.00	200.00		
Market Event/Merch.	1,000.00	1,000.00		
Transfer from General Fund	15,300.59	15,300.59		
<b>Total</b>	<b>129,831.15</b>	<b>129,831.15</b>		
<b>Expense</b>				
Advertising	3,000.00	3,000.00		
Market Manager	52,679.65	52,679.65		
Market Specialist				
Payroll Tax Expense	4,281.99	4,281.99		
DSFM Benefits	8,125.04	8,125.04		
Retirement	3,173.95	3,173.95		
Entertainment& Activities	3,000.00	3,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	500.00	500.00		
Training	200.00	200.00		
Office Expense	300.00	300.00		
Supplies Expense	4,000.00	4,000.00		
Network & Phone	252.00	252.00		
Other Expense	2,600.00	2,600.00		
Capital Fund	-	-		
Contingency Fund	500.00	500.00		
Transfer to Reserve Fund	35,000.00	35,000.00		
<b>Total Expense</b>	<b>117,812.63</b>	<b>117,812.63</b>		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
<b>Balance Forward</b>	<b>12,018.52</b>	<b>12,018.52</b>		
<b>PARKLAND DEDICATION FUND</b>				
Balance Forward	155,253.81	155,253.81		
<b>Revenue</b>				
Parkland Fees	-	-		
<b>Total Revenue</b>	<b>155,253.81</b>	<b>155,253.81</b>		
<b>Expense</b>				
Park Improvements	107,000.00	107,000.00	110,710.00	3,710.00
TXF to AG Facility				
Master Naturalists				
<b>Total Expenses</b>	<b>107,000.00</b>	<b>107,000.00</b>	<b>110,710.00</b>	<b>3,710.00</b>
<b>Balance Forward</b>	<b>48,253.81</b>	<b>48,253.81</b>	<b>44,543.81</b>	<b>(3,710.00)</b>
<b>PARKLAND DEVELOPMENT FUND</b>				
Balance Forward	-	-		
<b>Revenue</b>				
Parkland Development Fees				
<b>Total Revenue</b>	<b>-</b>	<b>-</b>		
<b>Expense</b>				
Transfer to Parks				
<b>Total Expenses</b>	<b>-</b>	<b>-</b>		
<b>Balance Forward</b>	<b>-</b>	<b>-</b>		
<b>AG FACILITY FUND</b>				
Balance Fwd.	-	-		
<b>Revenue</b>				
Ag Facility Fees	47,495.00	47,495.00		
<b>Total Revenues</b>	<b>47,495.00</b>	<b>47,495.00</b>		
<b>Expense</b>				
TXF to DSRP	47,495.00	47,495.00		
<b>Total Expense</b>	<b>47,495.00</b>	<b>47,495.00</b>		
<b>Balance Fwd.</b>	<b>-</b>	<b>-</b>		
<b>LANDSCAPING FUND</b>				
Balance Fwd.	468,342.55	468,342.55		
<b>Revenue</b>				
Tree Replacement Fees				
<b>Total Revenues</b>	<b>468,342.55</b>	<b>468,342.55</b>		
<b>Expense</b>				
Sports and Rec Park	-	-		
DSRP				
FMP	-	-		
Charro	1,000.00	1,000.00		
Historic Districts	25,000.00	25,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Professional Services	-	-		
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		
<b>Total Expense</b>	<b>28,300.00</b>	<b>28,300.00</b>		
<b>Balance Fwd.</b>	<b>440,042.55</b>	<b>440,042.55</b>		
<b>SIDEWALK FUND</b>				
Balance Fwd.	102,536.00	-		
<b>Revenue</b>				
Fees	-	-		
<b>Total Revenues</b>	<b>102,536.00</b>	<b>-</b>		
<b>Expense</b>				
Expense	-	-		
<b>Total Expense</b>	<b>-</b>	<b>-</b>		
<b>Balance Fwd.</b>	<b>102,536.00</b>	<b>102,536.00</b>		
<b>DRIPPING SPRINGS RANCH PARK OPERATING FUND</b>				
Balance Forward	151,285.98	151,285.98		
<b>Revenue</b>				
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	21,065.20	21,065.20		
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	82,000.00	82,000.00		
- 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				
Other Income	500.00	500.00		
Interest	600.00	600.00		
TXF from Ag Facility	47,495.00	47,495.00		
TXF from HOT	395,000.00	395,000.00		
TXF for RV/ Parking Lot HOT				
TXF from General Fund				
TXF from Landscape Fund				
TXF from General Fund CLFRF	275,884.04	275,884.04		
<b>Total Revenue</b>	<b>1,394,505.22</b>	<b>1,394,505.22</b>		
<b>Expense</b>				
Advertising	17,750.00	17,750.00		
Office Supplies	10,000.00	10,000.00		



	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Postage	-	-		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	108,246.48	108,246.48		
Network and Communications	11,316.40	11,316.40		
Co-Sponsored Events	7,900.00	7,900.00		
Sponsorship Expenses	2,100.00	2,100.00		
Supplies and Materials	25,500.00	25,500.00		
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	267,250.00	267,250.00		
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	501.60	501.60		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	9,500.00	9,500.00		
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				
Other Expense	20,000.00	20,000.00		
Improvements	345,000.00	345,000.00		
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	184,800.00	184,800.00		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	10,000.00	10,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	10,500.00	10,500.00		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	29,595.00	29,595.00		
<b>Total Expenses</b>	<b>1,346,486.98</b>	<b>1,346,486.98</b>		
<b>Total Bal Fwd.</b>	<b>48,018.24</b>	<b>48,018.24</b>		

**HOTEL OCCUPANCY TAX FUND**

Balance Fwd.	439,566.31	439,566.31		
<b>Revenues</b>				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Hotel Occupancy Tax	700,000.00	700,000.00		
Interest	240.00	240.00		
<b>Total</b>	<b>1,139,806.31</b>	<b>1,139,806.31</b>		
<b>Expenses</b>				
Advertising	2,100.00	2,100.00		
Christmas Lighting Displays	45,000.00	45,000.00		
City Sponsored Events				
Historic Districts Marketing	2,800.00	2,800.00		
Signage	44,560.00	44,560.00		
Arts	20,000.00	20,000.00		
Lighting	150,000.00	150,000.00		
Dues and Fees	8,000.00	8,000.00		
TXF to Debt Service	91,600.00	91,600.00		
RV/ Parking Lot				
TXF to General Fund	2,404.33	2,404.33		
TXF to Event Center	395,000.00	395,000.00		
Grants	291,198.00	291,198.00		
<b>Total expenses</b>	<b>1,052,662.33</b>	<b>1,052,662.33</b>		
<b>Balance Fwd.</b>	<b>87,143.98</b>	<b>87,143.98</b>		
<b>UTILITY FUND</b>				
Balance Fwd.	6,493,485.28	6,493,485.28		
<b>Wastewater</b>				
<b>Revenue</b>				
TXF from TWDB	4,420,000.00	4,420,000.00		
Wastewater Service	1,285,365.12	1,285,365.12		
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				
Solid Waste				
PEC				
ROW Fees				
Cable				
TX Gas Franchise Fees				
Transfer fees	9,000.00	9,000.00		
Overuse fees	150,000.00	150,000.00		
Reuse Fees				
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest				
Other Income	35,000.00	35,000.00		
Water Income				
Developer Reimbursed Costs	2,175,000.00	2,175,000.00		
TXF from General Fund				
<b>Total Revenues</b>	<b>8,908,965.12</b>	<b>8,908,965.12</b>		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
<b>Expense</b>				
Administrative and General Expense:				
- Administrative/Billing Expense				
- Legal Fees				
- Auditing				
- Regulatory Expense	4,250.00	4,250.00		
- Planning and Permitting	7,500.00	7,500.00		
- Software				
- IT Equipment & Support				
Engineering:				
- Engineering & Surveying				
- Construction Phase Services HR TEFS 1873-001	35,000.00	35,000.00		
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00		
- 2nd Amendment CIP 1881-001	30,000.00	30,000.00		
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	15,000.00	15,000.00		
- 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		
- HR Treated Effluent Fill Station 1873-001				
- TLAP Renewal application 1732-001	50,000.00	50,000.00		
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00	10,000.00		
- Heritage PID PR & Cons. Phase Services - 1734-001	75,000.00	75,000.00		
- Double L Planning & Const. Phase Services - 1743-001	50,000.00	50,000.00		
- Cannon Tract - 1842-001	40,000.00	40,000.00		
- Driftwood 522 PR & Const. Phase Services - 1900-001	60,000.00	60,000.00		
- Big Sky PR & Const Phase Services - 1913-001	60,000.00	60,000.00		
- Driftwood Creek PR & Const Phase Services - 1917-001	45,000.00	45,000.00		
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00		
- Cynosure-Wild Ridge - 2009-001	20,000.00	20,000.00		
- TLAP Renewal application				
Dues, Fees and Subscriptions	-	-		
TXF to Water Fund	-	-		
TXF to Vehicle Replacement Fund				
System Operations and Maintenance:				
- Routine Operations	73,600.00	73,600.00		
- Non-Routine Operations	78,000.00	78,000.00		
- System Maintenance & Repair	24,000.00	24,000.00		
- Chlorinator Maintenance	3,000.00	3,000.00		
- Chlorinator Alarm	1,000.00	1,000.00		
- Odor Control	20,000.00	20,000.00		
- Meter Calibrations	2,100.00	2,100.00		
- Lift Station Cleaning	21,000.00	21,000.00		
- Jet Cleaning Collection lines	22,800.00	22,800.00		
- 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	5,000.00	5,000.00		
- Lift Station repairs	21,000.00	21,000.00		
- Autodialer Replacement	17,500.00	17,500.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
- Lift Station Preventative Maintenance	7,000.00	7,000.00		
- WWTP Repairs/Pump Repairs	45,000.00	45,000.00		
- Chemicals	12,000.00	12,000.00		
- Electricity	80,000.00	80,000.00		
- Laboratory Testing	25,000.00	25,000.00		
- Sludge Hauling	130,000.00	130,000.00		
- Phone/Network	9,000.00	9,000.00		
- Supplies	20,000.00	20,000.00		
- Equipment				
- Equipment Maintenance				
- Fleet Acquisition				
- Fleet Maintenance				
- Fuel				
- Wastewater Flow Measurement	9,000.00	9,000.00		
- Backwash Flow Meter & Check valve	22,000.00	22,000.00		
- Arrowhead Plant Operations	148,225.00	148,225.00		
- Big Sky Plant Operations	69,948.00	69,948.00		
Other Expense	52,000.00	52,000.00		
Uniforms				
Training				
Dispatch				
Salaries				
Taxes				
Benefits				
Retirement				
On Call				
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	-	-		
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00	250,000.00		
- East Interceptor 1951-001	400,000.00	400,000.00		
- Effluent HP 1952-001	200,000.00	200,000.00		
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		
- WWTP Design Assistance				
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		
Miscellaneous:				
- Consultants and Legal	175,000.00	175,000.00		
TWDB Capital Projects:				
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		
- East Interceptor	25,000.00	25,000.00		
- Effluent Holding Pond	1,500,000.00	1,500,000.00		
- WWTP	25,000.00	25,000.00		
Transfer to General Fund	4,066.66	4,066.66		
Transfer to Vehicle Replacement Fund	29,911.00	29,911.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
<b>Total Expense</b>	<b>9,738,900.66</b>	<b>9,738,900.66</b>		
<b>WATER</b>				
<b>Revenue</b>				
Fees:				
- Tap Fees				
- Impact Fees				
- Meter Set Fees				
- Disconnect Fees				
Rates:				
- Base Rate	7,800.00	7,800.00		
- Usage	150,000.00	150,000.00		
- Penalties				
TXF from Wastewater Fund	-	-		
<b>Total Revenue</b>	<b>157,800.00</b>	<b>157,800.00</b>		
<b>Expense</b>				
Administrative and General Expense:				
- Regulatory Expense	-	-		
- Planning and Permitting	-	-		
System Operations and Maintenance:				
- Routine Operations	25,000.00	25,000.00		
- Non Routine Operations	20,000.00	20,000.00		
- System Maintenance & Repair	20,000.00	20,000.00		
- Laboratory Testing	25,000.00	25,000.00		
- Supplies	50,000.00	50,000.00		
Operating and Maintenance	-	-		
<b>Total Expense</b>	<b>140,000.00</b>	<b>140,000.00</b>		
<b>OPERATIONS</b>				
<b>Revenues</b>				
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				
TXF from General Fund	50,000.00	50,000.00		
<b>Total Revenue</b>	<b>319,000.00</b>	<b>319,000.00</b>		
<b>Expense</b>				
Administrative and General Expense:				
- Administrative/Billing Expense	66,000.00	66,000.00		
- Legal Fees	250,000.00	250,000.00		
- Auditing	10,000.00	10,000.00		
- Software	37,267.00	37,267.00		
- IT Equipment & Support	5,640.00	5,640.00		
Systems Operations and Maintenance:				
- Phone/Network				
- Equipment	50,000.00	50,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	45,000.00	45,000.00		
- Fleet Maintenance	10,000.00	10,000.00		
- Fuel	15,000.00	15,000.00		
Other Expense				
Uniforms	5,000.00	5,000.00		
Training	9,254.00	9,254.00		
Dispatch	3,000.00	3,000.00		
Salaries	398,740.00	398,740.00		
Taxes	33,063.21	33,063.21		
Benefits	56,988.71	56,988.71		
Retirement	24,650.69	24,650.69		
On Call	10,400.00	10,400.00		
<b>Total Expense</b>	<b>1,040,003.61</b>	<b>1,040,003.61</b>		

**CONSOLIDATED UTILITY FUND**

<b>Revenue</b>				
Balance Foreward	6,493,485.28	6,493,485.28		
Wastewater	8,908,965.12	8,908,965.12		
Water	157,800.00	157,800.00		
Operations	319,000.00	319,000.00		
<b>Total</b>	<b>15,879,250.40</b>	<b>15,879,250.40</b>		
<b>Expense</b>				
Wastewater	9,738,900.66	9,738,900.66		
Water	140,000.00	140,000.00		
Operations	1,040,003.61	1,040,003.61		
<b>Total Expense</b>	<b>10,918,904.27</b>	<b>10,918,904.27</b>		
<b>Balance Fwd.</b>	<b>4,960,346.13</b>	<b>4,960,346.13</b>		

**TWDB FUND**

Balance Forward	208.34	208.34		
Revenues	4,420,000.00	4,420,000.00		
Interest				
<b>Total revenue</b>	<b>4,420,208.34</b>	<b>4,420,208.34</b>		
<b>Expenses</b>				
Escrow Fees				
Expenses	4,420,000.00	4,420,000.00		
<b>Total Expenses</b>	<b>4,420,000.00</b>	<b>4,420,000.00</b>		
<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>		

**IMPACT FUND**

Bal Fwd.	4,390,183.94	4,390,183.94		
<b>Revenue</b>				
Impact Fees	1,670,000.00	1,670,000.00		
Impact Fee Deposits				
Interest Income	30,000.00	30,000.00		
<b>Total</b>	<b>6,090,183.94</b>	<b>6,090,183.94</b>		



	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
<b>Expense</b>				
TXF to Debt Service 2015	698,498.56	698,498.56		
TXF to Debt Service 2019	1,013,533.00	1,013,533.00		
TXF to Debt Service 2022	2,431,563.06	2,431,563.06		
<b>Total expense</b>	<b>4,143,594.62</b>	<b>4,143,594.62</b>		
<b>Total Bal Fwd.</b>	<b>1,946,589.32</b>	<b>1,946,589.32</b>		
<b>DEBT SERVICE FUND 2015</b>				
Bal Fwd.	850,073.10	850,073.10		
<b>Revenue</b>				
TXF from Impact Fund	698,498.56	698,498.56		
Interest	8,000.00	8,000.00		
<b>Total Revenue</b>	<b>1,556,571.66</b>	<b>1,556,571.66</b>		
<b>Expenses</b>				
Debt Payment 2015	711,231.76	711,231.76		
<b>Total Expense</b>	<b>711,231.76</b>	<b>711,231.76</b>		
<b>Balance Fwd.</b>	<b>845,339.90</b>	<b>845,339.90</b>		
<b>DEBT SERVICE FUND 2013</b>				
Bal Fwd.	99,085.00	99,085.00		
<b>Revenue</b>				
TXF from HOT	91,600.00	91,600.00		
Interest	1,200.00	1,200.00		
<b>Total</b>	<b>191,885.00</b>	<b>191,885.00</b>		
<b>Expense</b>				
Tax Series 2013	89,505.00	89,505.00		
<b>Total Expenses</b>	<b>89,505.00</b>	<b>89,505.00</b>		
<b>Balance Fwd.</b>	<b>102,380.00</b>	<b>102,380.00</b>		
<b>DEBT SERVICE FUND 2019</b>				
Bal Fwd.	1,015,695.96	1,015,695.96		
<b>Revenue</b>				
TXF from Impact Fees	1,013,533.00	1,013,533.00		
Interest	12,000.00	12,000.00		
<b>Total</b>	<b>2,041,228.96</b>	<b>2,041,228.96</b>		
<b>Expense</b>				
Tax Series 2019	983,553.00	983,553.00		
<b>Total Expenses</b>	<b>983,553.00</b>	<b>983,553.00</b>		
<b>Balance Fwd.</b>	<b>1,057,675.96</b>	<b>1,057,675.96</b>		
<b>DEBT SERVICE FUND 2022</b>				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Bal Fwd.	-	-		
Revenue				
TXF from Impact Fees	2,431,563.06	2,431,563.06		
Interest	-	-		
<b>Total</b>	<b>2,431,563.06</b>	<b>2,431,563.06</b>		
<b>Expense</b>				
Tax Series 2022	1,215,163.06	1,215,163.06		
<b>Total Expenses</b>	<b>1,215,163.06</b>	<b>1,215,163.06</b>		
<b>Balance Fwd.</b>	<b>1,216,400.00</b>	<b>1,216,400.00</b>		
<b>PEG FUND</b>				
Balance Fwd.	174,408.18	174,408.18		
<b>Revenues</b>				
TWC	27,000.00	27,000.00		
Interest Income	1,700.00	1,700.00		
<b>Total Revenues</b>	<b>203,108.18</b>	<b>203,108.18</b>		
<b>Expense</b>	-	-		
<b>Balance Fwd.</b>	<b>203,108.18</b>	<b>203,108.18</b>		
<b>RESERVE FUND</b>				
Balance Fwd.	1,845,374.05	1,845,374.05		
<b>Revenue</b>				
TXF from General Fund	300,000.00	300,000.00		
Interest	18,000.00	18,000.00		
<b>Total</b>	<b>2,163,374.05</b>	<b>2,163,374.05</b>		
<b>Expense</b>				
Expense	-	-		
<b>Total Expense</b>	-	-		
<b>Balance Fwd.</b>	<b>2,163,374.05</b>	<b>2,163,374.05</b>		
<b>TIRZ 1</b>				
Balance Forward	195,162.56	354,256.51		
<b>Revenues</b>				
City AV	115,297.54	115,297.54		
County AV	215,354.00	215,354.00		
City for GAP Escrow	-	-		
Interest Income	3,000.00	7,800.00		
EPS Reimbursements				
<b>Total Revenue</b>	<b>528,814.10</b>	<b>692,708.05</b>		
<b>Expense</b>				
TIRZ Expense				
Project Management/Misc. Costs	32,000.00	15,750.00		
Project Administration P3 Works	16,000.00	8,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Legal Fees	12,000.00	-		
EPS				
MAS	30,000.00	22,500.00		
HDR	478,000.00	358,500.00		
TJKM - Grant Writing	-	-		
Buie - PR	-	-		
Misc. Consulting	5,000.00	5,000.00		
Creation Cost Reimbursements				
TXF to GAP Escrow	-	-		
Stakeholder Reimbursement	-	284,573.95		
<b>Total Expense</b>	<b>573,000.00</b>	<b>694,323.95</b>		
<b>Balance Forward</b>	<b>(44,185.90)</b>	<b>(1,615.90)</b>		
<b>TIRZ 2</b>				
Balance Forward	653,378.27	653,378.27		
<b>Revenue</b>				
Interest Income	2,000.00	2,000.00		
City AV	240,664.11	240,664.11		
County AV	437,211.00	437,211.00		
<b>Total Revenue</b>	<b>1,333,253.38</b>	<b>1,333,253.38</b>		
<b>Expense</b>				
Project Management/Misc. Costs		15,750.00		
Project Administration P3 Works		8,000.00		
MAS		7,500.00		
HDR		119,500.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement		82,235.05		
<b>Total Expense</b>	<b>-</b>	<b>82,235.05</b>		
<b>Balance Forward</b>	<b>1,333,253.38</b>	<b>1,251,018.33</b>		
<b>VEHICLE REPLACEMENT FUND</b>				
<b>Revenue</b>				
Balance Forward	31,193.00	31,193.00		
TXF from General Fund	70,326.00	70,326.00		
TXF from DSRP	29,595.00	29,595.00		
TXF from WWU	29,911.00	29,911.00		
<b>Total Revenue</b>	<b>161,025.00</b>	<b>161,025.00</b>		
<b>Expense</b>				
Vehicle Replacement				
<b>Total Expense</b>	<b>-</b>	<b>-</b>		
<b>Balance Forward</b>	<b>161,025.00</b>	<b>161,025.00</b>		

AD Valorem	Attachment 008,477.29
Sales Tax	4,193,077.86
Mixed Beverage	85,000.00
AV P&I	13,072.46
Solid Waste	45,563.40
Alcohol Permits	7,085.00
Health Permits/Inspections	113,000.00
FEMA	5,292.38
Other Income	40,000.00
Bank Interest	90,000.00
CARES Act	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	708,578.71
TXF from Capital Improvements	-
TXF DSRP On Call	10,400.00
TXF from HOT	4,305.00
TXF from WWU	
TXF from TIRZ	127,102.00
Salaries	2,065,000.00
Benefits	217,278.97
Taxes	165,352.59
Retirement	121,138.26
- Human Resource Consultant	15,000.00
Dues, Fees, Subscriptions	34,000.00
Training/CE	83,623.90
Supplies	25,000.00
Miscellaneous Office Equipment	<u>6,000.00</u>
Postage	3,200.00
- Animal Control	3,400.00
- Economic Development	10,000.00
Mileage	1,500.00
Contingencies/Emergency Fund	35,000.00
Miscellaneous Office Expense	10,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	60,000.00
TXF to Reserve Fund	300,000.00
TXF AV to TIF	207,911.50
TXF to TIRZ	250,000.00
TXF to WWU	155,721.00
TXF to DSRP	178,000.00
TXF to Capital Improvement Fund	
TXF to Vehicle Replacement Fund	25,462.00
TXF to Founders Day	13,000.00
TXF to Farmers Market	3,657.83
- OFR Grant Writer	-
- Family Violence Ctr	7,000.00
- Land Acquisition	
Election	500.00
Code Publication	7,500.00
Public Notices	6,000.00
- Records Management	720.00

Item # 21.

Municipal Court	<b>Attachment "A"</b> 250.00
- Muni Court	10,000.00
- Special Counsel and Consultants	30,000.00
- Government Affairs	
Website	6,625.00
Public Relations	8,988.00
Office IT Equipment and Support	80,000.00
Software Purchase, Agreements and Licenses	165,254.00
Communications Network/Phone	31,000.00
- Financial Services	28,000.00
- Liability	18,750.00
- Property	39,000.00
- Workers' Comp	22,000.00
Bad Debt Expense	-
Sales Tax TXF to WWU	838,615.57
SPA & ECO D TXF	241,521.28
- Site Dev	849,479.02
- Zoning/Signs/Ord	110,000.00
- Subdivision	1,229,600.64
- Engineering	94,000.00
- Health Inspector	70,000.00
- Architectural and Landscape Consultants	4,000.00
- Historic District Consultant	3,500.00
- Planning Consultant	175,000.00
Fire Inspections	67,565.94
Building Code	1,868,414.51
- Bldg. Inspector	1,494,731.61
- Lighting Consultant	1,000.00
- Fire Inspector	54,052.75
- Improvement Projects	400,000.00
Office Maintenance/Repairs	11,600.00
Equipment Maintenance	4,000.00
Fleet Maintenance	32,500.00
Stephenson Building & Lawn Maintenance	2,000.00
- Street & ROW Maintenance	100,000.00
Uniforms	7,760.00
Fleet Acquisition	196,700.00
Maintenance Equipment	47,878.00
Maintenance Supplies	4,600.00
- Street Lights	20,000.00
- Streets Water	3,500.00
- Office Electric	6,000.00
- Office Water	650.00
- Stephenson Electric	1,250.00
- Stephenson Water	500.00
- Lighting Compliance	2,000.00
- Stephenson Parking Lot Improvements	
- Stephenson Building Rehabilitation	14,000.00
- Downtown Bathroom	

Item # 21.

	<b>Attachment "A"</b>
- City Hall Planning	
- Street Improvements	298,379.26
City Hall Improvements	5,000.00
Sponsorships and Donations	8,205.97
Community Service Permit Fees	2,835.00
Programs and Events	29,630.00
Park Rental Fees	5,750.00
TXF from Parkland Dedication	111,462.80
TXF from Landscaping Fund	4,000.00
TXF from HOT Fund	-
TXF from CLFRF	-
TXF from Contingency Funds	
TXF from Parkland Development	5,832.00
Program Event Staff	-
Camp Staff	
Park Consultants	11,400.00
Dues Fees and Subscriptions	2,275.00
General Maintenance (All Parks)	1,000.00
Founders Park	22,240.00
S&R	56,519.00
Charro Ranch Park	7,700.00
Triangle/ Veteran's Memorial Park	700.00
Skate Park Maintenance	
Rathgeber Maintenance	-
Equipment Rental	<u>1,000.00</u>
General Parks	<u>3,000.00</u>
Charro Ranch Supplies	1,500.00
Founders Park Supplies	43,375.00
S&R Supplies	400.00
Program and Events	5,690.00
Portable Toilets	7,800.00
Triangle Electric	500.00
Triangle Water	500.00
S&R Park Water	13,000.00
SRP Electric	3,250.00
Advertising & Marketing	7,000.00
City Sponsored Events	5,000.00
Other	11,500.00
All Parks	32,942.50
Founders Park	25,093.04
S & R Park	100.00
Charro Ranch Park	1,800.00
Triangle Improvement	-
Rathgeber Improvements	<u>-</u>
Skate Park	
DSRP Salaries	330,000.00
DSRP Benefits	43,000.00
DSRP Taxes	27,930.02
DSRP Retirement	19,000.00

Item # 21.
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302
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DS Ranch Park Phone/Network	Attachment "A"	-
DS Ranch Park Electricity		-
Aquatics Program Income		<u>27,000.00</u>
Pool and Pavilion Rental		16,800.00
Reimbursement of Utility Costs		2,014.95
Aquatics Staff		55,000.00
Founders Pool		6,000.00
Founders Pool Supplies		
Pool Phone/Network		1,675.00
FMP Pool/ Pavilion Water		6,000.00
FMP Pool//Electricity		7,250.00
FMP Pool Propane		11,000.00
Founders Pool		
Craft booths/Business Booths		<u>6,255.81</u>
Food booths		<u>1,312.50</u>
BBQ cookers		4,837.50
Carnival		13,585.46
Parade		3,975.00
Sponsorship		85,750.00
Parking concession		3,299.22
Electric		3,100.00
Misc.		
TXF from General Fund		13,000.00
Clean Up		5,500.00
Transportation		
FD Event Supplies		4,538.38
Tent, Tables & Chairs		6,671.08
Barricades/Traffic Plan		14,819.72
Porta-Potties		10,019.00
Electricity		<u>1,843.34</u>
Parade		815.12
Publicity		9,551.14
Bands/Music/Sound		13,950.00
Sponsorship		5,551.97
Security		41,967.98
Health, Safety & Lighting		
Contingencies		5,613.27
- Emergency Management Equipment		50,970.00
- Emergency Equipment Fire & Safety		1,500.00
- Emergency Mgt PR		2,000.00
- Emergency Equipment Maintenance & Service		5,860.00
- Emergency Management Other		
Ag Facility Fees		<u>875.00</u>
TXF to DSRP		<u>875.00</u>
Tree Replacement Fees		<u>371,340.00</u>
Sports and Rec Park		2,000.00
FMP		2,000.00
Charro		1,000.00
Professional Services		-

Item # 21.

	<b>Attachment "A"</b>
DSRP	
Historic Districts	3,958.00
City Hall Lawn and Tree Maintenance	2,300.00
Fees	<u>86,480.00</u>
Expense	<u>-</u>
Parkland Fees	107,210.49
Park Improvements	65,731.40
Parkland Development Fees	5,832.00
Transfer to Parks	5,832.00
TXF from DSRP	<u>5,731.00</u>
TXF from General Fund	<u>25,462.00</u>
TXF from WWU	<u>-</u>
Vehicle Replacement	
House Maintenance	6,000.00
Ranch House Supplies	2,500.00
House Equipment	
Riding Permits	10,000.00
Stall Rentals	45,000.00
RV/Camping Site Rentals	29,650.00
Facility Rentals	125,000.00
Equipment Rental	2,500.00
Staff & Misc. Fees	5,500.00
Cleaning Fees	23,500.00
Sponsorships & Donations	16,250.00
General Program and Events:	
- Coyote Camp	80,000.00
- Riding Series	<u>65,000.00</u>
- Misc. Events	<u>9,350.00</u>
- Programing	
Other Income	825.00
Interest	1,500.00
Merchandise Sales	23,500.00
TXF from Ag Facility	875.00
TXF from HOT	335,701.87
TXF for RV/ Parking Lot HOT	47,800.00
TXF from General Fund	178,000.00
DSRP On Call	10,400.00
Camp Staff	64,054.20
Equipment Maintenance	23,000.00
Fleet Maintenance	2,500.00
Dues, Fees and Subscriptions	20,000.00
Training and Education	400.00
Tree Planting	
General Maintenance and Repair	86,828.92
Grounds and General Maintenance	<u>21,690.00</u>
Stall Cleaning & Repair	<u>750.00</u>
Lift Station Maintenance	<u>-</u>
Office Supplies	7,500.00
Equipment Rental	1,000.00

Item # 21.

Fleet Acquisition	Attachment "A" \$5,000.00
Supplies and Materials	-
General Program and Events:	
Merchandise	11,600.00
Equipment	3,000.00
Sponsorship Expenses	750.00
- Coyote Camp	13,250.00
- Riding Series	32,000.00
- Misc. Events	8,400.00
- Programing	
- Concert Series	
Network and Communications	61,500.00
Water	10,250.00
Portable Toilets	1,000.00
Alarm	3,500.00
Electric	84,000.00
Septic	-
Propane/Natural Gas	7,400.00
On Call Phone	-
Advertising	
Postage	30.00
Mileage	-
Contingencies	15,000.00
Other Expense	10,000.00
HCLE	13,200.00
Co-Sponsored Events	5,050.00
Improvements	316,700.00
RV/Parking Lot	47,800.00
TXF to Vehicle Replacement Fund	5,731.00
- Concert Series	
Booth Space	45,250.00
Applications	1,395.00
Membership Fee	1,282.50
FM Sponsor	3,445.00
Interest Income	85.00
Grant Income	1,000.00
Market Event/Merch.	1,000.00
Transfer from General Fund	3,657.83
Market Manager	39,195.64
Market Specialist	1,672.65
DSFM Benefits	8,602.54
Payroll Tax Expense	3,265.77
Retirement	2,373.59
Dues Fees & Subscriptions	275.00
Training	-
Office Expense	50.00
Supplies Expense	4,500.00
Network & Phone	247.92

Item # 21.

Advertising	Attachment "A2",600.00
Entertainment& Activities	1,300.00
Market Event	-
Contingency Fund	
Other Expense	<u>1,425.00</u>
Capital Fund	
Transfer to Reserve Fund	
Hotel Occupancy Tax	914,178.23
Interest	120.00
TXF to Debt Service	<u>89,505.00</u>
RV/ Parking Lot	<u>47,800.00</u>
Convention & Information Center Grants	<u>208,564.00</u>
Advertising	3,505.00
Christmas Lighting Displays	12,176.00
Historic Districts Marketing	2,800.00
Dues and Fees	7,500.00
Tourism Advertising Grants	<u>11,200.00</u>
Arts	
Arts Grants	
Historical Restoration Grants	11,500.00
Signage	<u>3,800.00</u>
Public Signage Grants	<u>2,000.00</u>
Lighting	
TXF to Event Center	<u>335,701.87</u>
TXF to General Fund	
Overuse fees	109,058.62
Reuse Fees	
PEC	<u>159,300.39</u>
ROW Fees	<u>6,000.00</u>
Cable	157,016.79
TX Gas Franchise Fees	9,952.01
Wastewater Service	<u>1,202,123.09</u>
Late Fees/Rtn check fees	<u>41,573.38</u>
Delayed Connection Fees	<u>2,700.00</u>
Line Extensions	
Transfer fees	5,370.00
Other Income	37,000.00
Interest	60,000.00
TXF from General Fund	<u>155,721.00</u>
TXF from TWDB	<u>289,000.00</u>
Portion of Sales Tax	838,615.57
Salaries	200,000.00
On Call	10,400.00
Benefits	24,897.95
Taxes	16,704.31
Retirement	12,461.04
- Auditing	-
Engineering & Surveying	378,188.00
- Legal Fees	50,000.00

Item # 21.

- Planning and Permitting	<b>Attachment "A"</b>	<u>20,000.00</u>
- Laboratory Testing		<u>20,000.00</u>
- Equipment Maintenance		<u>2,000.00</u>
- Fleet Maintenance		1,000.00
Dues, Fees and Subscriptions		700.00
Training		8,000.00
- Road Reconstruction		5,000.00
WWTP Maintenance		<u>52,600.00</u>
- Routine Operations		<u>70,000.00</u>
- Non-Routine Operations		90,000.00
Lift Station Maintenance		80,000.00
Sanitary Sewer Line Maintenance		<u>156,500.00</u>
Drip Field Maintenance		<u>20,000.00</u>
- Sludge Hauling		<u>125,000.00</u>
- Wastewater Flow Measurement		11,000.00
Utility Operations		74,125.00
- IT Equipment & Support		
- Software		
Uniforms		3,100.00
- Fleet Acquisition		46,133.45
- Fuel		5,000.00
- Supplies		45,000.00
- Chemicals		9,600.00
- Equipment		125,000.00
- Phone/Network		8,904.00
- Electricity		78,000.00
Other Expense		56,000.00
Capital Projects		500,000.00
TWDB - Capital Projects		-
TWDB - Engineering and Design		237,541.00
- Consultants and Legal		760,000.00
Transfer to General Fund		
TXF to Water Fund		-
TXF to Vehicle Replacement Fund		
Transfer to Vehicle Replacement Fund		
- Tap Fees		
- Impact Fees		
- Temporary Meter Set Fees		
- Disconnect Fees		
- Base Rate		4,550.00
- Usage		60,000.00
- Penalties		
TXF from Wastewater Fund		-
- Planning and Permitting		
- Laboratory Testing		
- Routine Operations		
- Non Routine Operations		
- System Maintenance & Repair		
- Regulatory Expense		

Item # 21.

Operating and Maintenance

Attachment "A" -

Item # 21.

- Supplies

PEC

ROW Fees

Cable

TX Gas Franchise Fees

Interest

TXF from General Fund

Salaries

On Call

Benefits

Taxes

Retirement

- Auditing

- Legal Fees

- Equipment Maintenance

- Fleet Maintenance

Training

Utility Operations

- IT Equipment & Support

- Software

Uniforms

- Fleet Acquisition

- Fuel

- Equipment

- Phone/Network

Other Expense

Interest 6.00

Revenues 289,000.00

Escrow Fees 300.00

Expenses 289,000.00

Impact Fees 3,547,440.00

Impact Fee Deposits

Interest Income 51,000.00

Transfer to Debt Service 1,694,764.76

Interest 1,800.00

TXF from HOT 89,505.00

Tax Series 2013 92,410.00

Interest 9,500.00

TXF from Impact Fund 711,231.76

Debt Payment 2015 733,288.20

Interest 12,000.00

TXF from Impact Fees 983,553.00

Interest -

TXF from Impact Fees -

Tax Series 2019 958,553.00

Tax Series 2022 -

Interest 18,000.00

TXF from General Fund 300,000.00

308



City AV	<b>Attachment "A"</b>	<u>3,641.57</u>
County AV		<u>191,901.06</u>
Interest Income		<u>8,675.00</u>
City for GAP Escrow		250,000.00
EPS Reimbursements		
HDR		240,000.00
Legal Fees		20,000.00
MAS		25,000.00
Miscellaneous Consultant		<u>7,500.00</u>
Project Management/Misc. Costs		<u>20,000.00</u>
Project Administration P3 Works		<u>15,000.00</u>
Creation Cost Reimbursements		
Stakeholder Reimbursement		156,200.76
TXF to GAP Escrow		250,000.00
City AV		114,269.93
County AV		232,569.38
Interest Income		3,700.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		43,799.54
TWC		30,000.00
Interest Income		1,950.00

Item # 21.

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
AD Valorem	1,983,491.97	2,068,477.29	84,985.32
Sales Tax	3,796,125.70	4,193,077.86	396,952.16
Mixed Beverage	60,000.00	85,000.00	25,000.00
AV P&I	4,000.00	13,072.46	9,072.46
Solid Waste	40,000.00	45,563.40	5,563.40
Alcohol Permits	7,085.00	7,085.00	-
Health Permits/Inspections	60,000.00	113,000.00	53,000.00
FEMA	-	5,292.38	5,292.38
Other Income	40,000.00	40,000.00	-
Bank Interest	40,000.00	90,000.00	50,000.00
CARES Act	-	-	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	708,578.71	1,397.61
TXF from Capital Improvements	300,000.00	-	(300,000.00)
TXF DSRP On Call	10,400.00	10,400.00	-
TXF from HOT	4,305.00	4,305.00	-
TXF from WWU	-	-	-
TXF from TIRZ	-	127,102.00	127,102.00
Salaries	2,249,643.70	2,065,000.00	(184,643.70)
Benefits	238,768.10	217,278.97	(21,489.13)
Taxes	180,413.74	165,352.59	(15,061.15)
Retirement	133,118.97	121,138.26	(11,980.71)
- Human Resource Consultant	10,000.00	15,000.00	5,000.00
Dues, Fees, Subscriptions	30,000.00	34,000.00	4,000.00
Training/CE	83,623.90	83,623.90	0.00
Supplies	25,000.00	25,000.00	-
Miscellaneous Office Equipment	6,000.00	6,000.00	-
Postage	3,200.00	3,200.00	-
- Animal Control	3,400.00	3,400.00	-
- Economic Development	10,000.00	10,000.00	-
Mileage	2,000.00	1,500.00	(500.00)
Contingencies/Emergency Fund	50,000.00	35,000.00	(15,000.00)
Miscellaneous Office Expense	10,000.00	10,000.00	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	60,000.00	60,000.00
TXF to Reserve Fund	200,000.00	300,000.00	100,000.00
TXF AV to TIF	200,244.23	207,911.50	7,667.27
TXF to TIRZ	450,244.23	457,911.50	7,667.27
TXF to WWU	-	155,721.00	155,721.00
TXF to DSRP	75,000.00	178,000.00	103,000.00
TXF to Capital Improvement Fund	-	-	-
TXF to Vehicle Replacement Fund	25,462.00	25,462.00	-
TXF to Founders Day	-	13,000.00	13,000.00
TXF to Farmers Market	-	3,657.83	3,657.83
- OFR Grant Writer	7,500.00	-	(7,500.00)
- Family Violence Ctr	7,000.00	7,000.00	-
- Land Acquisition	10,000.00	-	(10,000.00)

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Election	8,000.00	500.00	(7,500.00)
Code Publication	5,350.00	7,500.00	2,150.00
Public Notices	6,000.00	6,000.00	-
- Records Management	1,220.00	720.00	(500.00)
Municipal Court	250.00	250.00	-
- Muni Court	15,500.00	10,000.00	(5,500.00)
- Special Counsel and Consultants	59,000.00	30,000.00	(29,000.00)
- Government Affairs	-	-	-
Website	6,625.00	6,625.00	-
Public Relations	7,488.00	8,988.00	1,500.00
Office IT Equipment and Support	70,890.00	80,000.00	9,110.00
Software Purchase, Agreements and Licenses	165,142.00	165,254.00	112.00
Communications Network/Phone	31,000.00	31,000.00	-
- Financial Services	115,000.00	28,000.00	(87,000.00)
- Liability	20,850.00	18,750.00	(2,100.00)
- Property	34,646.00	39,000.00	4,354.00
- Workers' Comp	25,000.00	22,000.00	(3,000.00)
Bad Debt Expense	5,000.00	-	(5,000.00)
Sales Tax TXF to WWU	759,225.14	838,615.57	79,390.43
SPA & ECO D TXF	218,656.84	241,521.28	22,864.44
- Site Dev	239,108.41	849,479.02	610,370.61
- Zoning/Signs/Ord	65,000.00	110,000.00	45,000.00
- Subdivision	656,006.25	1,229,600.64	573,594.39
- Engineering	70,000.00	94,000.00	24,000.00
- Health Inspector	50,000.00	70,000.00	20,000.00
- Architectural and Landscape Consultants	5,000.00	4,000.00	(1,000.00)
- Historic District Consultant	3,500.00	3,500.00	-
- Planning Consultant	175,000.00	175,000.00	-
Fire Inspections	10,000.00	67,565.94	57,565.94
Building Code	1,500,000.00	1,868,414.51	368,414.51
- Bldg. Inspector	750,000.00	1,494,731.61	744,731.61
- Lighting Consultant	1,000.00	1,000.00	-
- Fire Inspector	-	54,052.75	54,052.75
- Improvement Projects	775,000.00	400,000.00	(375,000.00)
Office Maintenance/Repairs	11,060.00	11,600.00	540.00
Equipment Maintenance	3,000.00	4,000.00	1,000.00
Fleet Maintenance	18,800.00	32,500.00	13,700.00
Stephenson Building & Lawn Maintenance	5,500.00	2,000.00	(3,500.00)
- Street & ROW Maintenance	184,250.00	100,000.00	(84,250.00)
Uniforms	7,760.00	7,760.00	-
Fleet Acquisition	196,700.00	196,700.00	-
Maintenance Equipment	47,878.00	47,878.00	-
Maintenance Supplies	4,600.00	4,600.00	-
- Street Lights	20,000.00	20,000.00	-
- Streets Water	4,000.00	3,500.00	(500.00)

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
- Office Electric	4,500.00	6,000.00	1,500.00
- Office Water	650.00	650.00	-
- Stephenson Electric	1,500.00	1,250.00	(250.00)
- Stephenson Water	500.00	500.00	-
- Lighting Compliance	2,000.00	2,000.00	-
- Stephenson Parking Lot Improvements	-	-	-
- Stephenson Building Rehabilitation	14,000.00	14,000.00	-
- Downtown Bathroom	100,000.00		(100,000.00)
- City Hall Planning			-
- Street Improvements	592,087.25	298,379.26	(293,707.99)
City Hall Improvements	5,000.00	5,000.00	-
Sponsorships and Donations	9,027.00	8,205.97	405.97
Community Service Permit Fees	4,400.00	2,835.00	(1,565.00)
Programs and Events	5,000.00	29,630.00	24,630.00
Park Rental Fees	5,350.00	5,750.00	400.00
TXF from Parkland Dedication	113,462.80	111,462.80	(2,000.00)
TXF from Landscaping Fund	4,000.00	4,000.00	-
TXF from HOT Fund	2,000.00	-	(2,000.00)
TXF from CLFRF	-	-	-
TXF from Contingency Funds	-	-	-
TXF from Parkland Development	111,731.40	5,832.00	(105,899.40)
Program Event Staff	2,500.00	-	(2,500.00)
Camp Staff	-	-	-
Park Consultants	-	11,400.00	11,400.00
Dues Fees and Subscriptions	1,337.50	2,275.00	937.50
General Maintenance (All Parks)	1,000.00	1,000.00	-
Founders Park	-	22,240.00	22,240.00
S&R	51,920.00	56,519.00	4,599.00
Charro Ranch Park	7,700.00	7,700.00	-
Triangle/ Veteran's Memorial Park	700.00	700.00	-
Skate Park Maintenance			-
Rathgeber Maintenance	-	-	-
Equipment Rental	1,000.00	1,000.00	-
General Parks	3,000.00	3,000.00	-
Charro Ranch Supplies	-	1,500.00	1,500.00
Founders Park Supplies	43,375.00	43,375.00	-
S&R Supplies	400.00	400.00	-
Program and Events	1,500.00	5,690.00	4,190.00
Portable Toilets	5,000.00	7,800.00	2,800.00
Triangle Electric	500.00	500.00	-
Triangle Water	500.00	500.00	-
S&R Park Water	14,500.00	13,000.00	(1,500.00)
SRP Electric	1,200.00	3,250.00	2,050.00
Advertising & Marketing	6,500.00	7,000.00	500.00
City Sponsored Events	5,000.00	5,000.00	-

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Other	11,500.00	11,500.00	-
All Parks	-	32,942.50	32,942.50
Founders Park	67,731.40	25,093.04	(42,638.36)
S & R Park	-	100.00	100.00
Charro Ranch Park	1,800.00	1,800.00	-
Triangle Improvement	2,000.00	-	(2,000.00)
Rathgeber Improvements	-	-	-
Skate Park	-	-	-
DSRP Salaries	376,654.59	330,000.00	(46,654.59)
DSRP Benefits	54,436.25	43,000.00	(11,436.25)
DSRP Taxes	30,032.28	27,930.02	(2,102.26)
DSRP Retirement	19,323.28	19,000.00	(323.28)
DS Ranch Park Phone/Network	500.00	-	(500.00)
DS Ranch Park Electricity	500.00	-	(500.00)
Aquatics Program Income	85,800.00	27,000.00	(58,800.00)
Pool and Pavilion Rental	16,800.00	16,800.00	-
Reimbursement of Utility Costs	8,000.00	2,014.95	(5,985.05)
Aquatics Staff	70,591.24	55,000.00	(15,591.24)
Founders Pool	28,240.00	6,000.00	(22,240.00)
Founders Pool Supplies	-	-	-
Pool Phone/Network	1,500.00	1,675.00	175.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-
FMP Pool//Electricity	4,500.00	7,250.00	2,750.00
FMP Pool Propane	20,000.00	11,000.00	(9,000.00)
Founders Pool	-	-	-
Craft booths/Business Booths	6,500.00	6,255.81	(244.19)
Food booths	1,100.00	1,312.50	212.50
BBQ cookers	4,600.00	4,837.50	237.50
Carnival	9,500.00	13,585.46	4,085.46
Parade	3,750.00	3,975.00	225.00
Sponsorship	70,000.00	85,750.00	15,750.00
Parking concession	1,700.00	3,299.22	1,599.22
Electric	2,400.00	3,100.00	700.00
Misc.	-	-	-
TXF from General Fund	-	13,000.00	13,000.00
Clean Up	5,060.00	5,500.00	440.00
Transportation	-	-	-
FD Event Supplies	7,000.00	4,538.38	(2,461.62)
Tent, Tables & Chairs	4,500.00	6,671.08	2,171.08
Barricades/Traffic Plan	19,874.00	14,819.72	(5,054.28)
Porta-Potties	7,150.00	10,019.00	2,869.00
Electricity	1,800.00	1,843.34	43.34
Parade	650.00	815.12	165.12
Publicity	8,500.00	9,551.14	1,051.14
Bands/Music/Sound	15,000.00	13,950.00	(1,050.00)

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Sponsorship	5,000.00	5,551.97	551.97
Security	20,000.00	41,967.98	21,967.98
Health, Safety & Lighting			-
Contingencies	416.00	5,613.27	5,197.27
- Emergency Management Equipment	50,970.00	50,970.00	-
- Emergency Equipment Fire & Safety	2,118.00	1,500.00	(618.00)
- Emergency Mgt PR	2,000.00	2,000.00	-
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00	-
- Emergency Management Other			-
Ag Facility Fees	37,065.00	875.00	(36,190.00)
TXF to DSRP	37,065.00	875.00	(36,190.00)
Tree Replacement Fees	-	371,340.00	371,340.00
Sports and Rec Park	2,000.00	2,000.00	-
FMP	2,000.00	2,000.00	-
Charro	1,000.00	1,000.00	-
Professional Services	2,000.00	-	(2,000.00)
DSRP	-		-
Historic Districts	3,850.00	3,958.00	108.00
City Hall Lawn and Tree Maintenance	1,300.00	2,300.00	1,000.00
Fees	-	86,480.00	86,480.00
Expense	16,056.00	-	(16,056.00)
Parkland Fees	-	107,210.49	107,210.49
Park Improvements	113,462.80	65,731.40	(47,731.40)
Parkland Development Fees	161,000.00	5,832.00	(155,168.00)
Transfer to Parks	111,731.40	5,832.00	(105,899.40)
TXF from DSRP	5,731.00	5,731.00	-
TXF from General Fund	25,462.00	25,462.00	-
TXF from WWU	-	-	-
Vehicle Replacement	-		
House Maintenance	1,000.00	6,000.00	5,000.00
Ranch House Supplies	1,000.00	2,500.00	1,500.00
House Equipment	-		-
Riding Permits	10,000.00	10,000.00	-
Stall Rentals	39,200.00	45,000.00	5,800.00
RV/Camping Site Rentals	19,000.00	29,650.00	10,650.00
Facility Rentals	135,500.00	125,000.00	(10,500.00)
Equipment Rental	5,000.00	2,500.00	(2,500.00)
Staff & Misc. Fees	4,000.00	5,500.00	1,500.00
Cleaning Fees	25,000.00	23,500.00	(1,500.00)
Sponsorships & Donations	136,275.00	16,250.00	(120,025.00)
General Program and Events:	84,275.00		(84,275.00)
- Coyote Camp	-	80,000.00	80,000.00
- Riding Series	-	65,000.00	65,000.00
- Misc. Events	-	9,350.00	9,350.00
- Programing			-

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Other Income	4,000.00	825.00	(3,175.00)
Interest	600.00	1,500.00	900.00
Merchandise Sales	21,300.00	23,500.00	2,200.00
TXF from Ag Facility	37,065.00	875.00	(36,190.00)
TXF from HOT	253,501.87	335,701.87	82,200.00
TXF for RV/ Parking Lot HOT	-	47,800.00	47,800.00
TXF from General Fund	75,000.00	178,000.00	-
DSRP On Call	10,400.00	10,400.00	-
Camp Staff	64,054.20	64,054.20	-
Equipment Maintenance	16,000.00	23,000.00	7,000.00
Fleet Maintenance	2,500.00	2,500.00	-
Dues, Fees and Subscriptions	9,561.94	20,000.00	10,438.06
Training and Education	400.00	400.00	-
Tree Planting	-	-	-
General Maintenance and Repair	96,828.92	86,828.92	(10,000.00)
Grounds and General Maintenance	21,690.00	21,690.00	-
Stall Cleaning & Repair	2,000.00	750.00	(1,250.00)
Lift Station Maintenance	-	-	-
Office Supplies	10,000.00	7,500.00	(2,500.00)
Equipment Rental	2,000.00	1,000.00	(1,000.00)
Fleet Acquisition	15,000.00	15,000.00	-
Supplies and Materials	21,000.00	-	(21,000.00)
General Program and Events:	13,950.00		(13,950.00)
Merchandise	11,402.63	11,600.00	197.37
Equipment	26,922.00	3,000.00	(23,922.00)
Sponsorship Expenses	-	750.00	750.00
- Coyote Camp	-	13,250.00	13,250.00
- Riding Series	-	32,000.00	32,000.00
- Misc. Events	-	8,400.00	8,400.00
- Programing	-	-	-
- Concert Series	-	-	-
Network and Communications	56,304.00	61,500.00	5,196.00
Water	7,000.00	10,250.00	3,250.00
Portable Toilets	5,953.40	1,000.00	(4,953.40)
Alarm	1,112.40	3,500.00	2,387.60
Electric	60,000.00	84,000.00	24,000.00
Septic	750.00	-	(750.00)
Propane/Natural Gas	2,500.00	7,400.00	4,900.00
On Call Phone	2,060.00	-	(2,060.00)
Advertising	-	-	-
Postage	100.00	30.00	(70.00)
Mileage	500.00	-	(500.00)
Contingencies	50,000.00	15,000.00	(35,000.00)
Other Expense	20,000.00	10,000.00	(10,000.00)
HCLE	13,200.00	13,200.00	-



	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Co-Sponsored Events	34,800.00	5,050.00	(29,750.00)
Improvements	151,500.00	316,700.00	165,200.00
RV/Parking Lot	-	47,800.00	47,800.00
TXF to Vehicle Replacement Fund	5,731.00	5,731.00	-
- Concert Series			-
Booth Space	42,000.00	45,250.00	3,250.00
Applications	2,650.00	1,395.00	(1,255.00)
Membership Fee	-	1,282.50	1,282.50
FM Sponsor	1,000.00	3,445.00	2,445.00
Interest Income	500.00	85.00	(415.00)
Grant Income	1,000.00	1,000.00	-
Market Event/Merch.	500.00	1,000.00	500.00
Transfer from General Fund		3,657.83	3,657.83
Market Manager	36,884.80	39,195.64	2,310.84
Market Specialist	-	1,672.65	1,672.65
DSFM Benefits	7,608.13	8,602.54	994.41
Payroll Tax Expense	3,073.69	3,265.77	192.08
Retirement	2,213.09	2,373.59	160.50
Dues Fees & Subscriptions	200.00	275.00	75.00
Training	200.00	-	(200.00)
Office Expense	100.00	50.00	(50.00)
Supplies Expense	400.00	4,500.00	4,100.00
Network & Phone		247.92	247.92
Advertising	2,600.00	2,600.00	-
Entertainment& Activities	1,000.00	1,300.00	300.00
Market Event	500.00	-	(500.00)
Contingency Fund	500.00		(500.00)
Other Expense	200.00	1,425.00	1,225.00
Capital Fund	-		-
Transfer to Reserve Fund			-
Hotel Occupancy Tax	500,000.00	914,178.23	414,178.23
Interest	1,500.00	120.00	(1,380.00)
TXF to Debt Service	89,505.00	89,505.00	-
RV/ Parking Lot	-	47,800.00	47,800.00
Convention & Information Center Grants		208,564.00	
Advertising	3,505.00	3,505.00	-
Christmas Lighting Displays	15,000.00	12,176.00	(2,824.00)
Historic Districts Marketing	2,800.00	2,800.00	-
Dues and Fees	8,000.00	7,500.00	(500.00)
Tourism Advertising Grants		11,200.00	
Arts			-
Arts Grants			
Historical Restoration Grants		11,500.00	
Signage	28,800.00	3,800.00	(25,000.00)
Public Signage Grants		2,000.00	

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Lighting			-
TXF to Event Center	253,501.87	335,701.87	82,200.00
TXF to General Fund	-		-
Overuse fees	134,550.60	109,058.62	(25,491.98)
Reuse Fees	-		-
PEC	130,000.00	159,300.39	29,300.39
ROW Fees	6,000.00	6,000.00	-
Cable	130,000.00	157,016.79	27,016.79
TX Gas Franchise Fees	3,000.00	9,952.01	6,952.01
Wastewater Service	945,095.04	1,202,123.09	257,028.05
Late Fees/Rtn check fees	9,480.00	41,573.38	32,093.38
Delayed Connection Fees	157,850.00	2,700.00	(155,150.00)
Line Extensions	-		-
Transfer fees	9,600.00	5,370.00	(4,230.00)
Other Income	35,000.00	37,000.00	-
Interest	50,000.00	60,000.00	10,000.00
TXF from General Fund	-	155,721.00	155,721.00
TXF from TWDB	6,520,000.00	289,000.00	(6,231,000.00)
Portion of Sales Tax	759,225.14	838,615.57	79,390.43
Salaries	246,000.00	200,000.00	(46,000.00)
On Call	10,400.00	10,400.00	-
Benefits	30,738.21	24,897.95	(5,840.26)
Taxes	20,622.60	16,704.31	(3,918.29)
Retirement	15,384.00	12,461.04	(2,922.96)
- Auditing	10,000.00	-	(10,000.00)
Engineering & Surveying		378,188.00	
- Legal Fees	35,000.00	50,000.00	15,000.00
- Planning and Permitting	50,000.00	60,000.00	10,000.00
- Laboratory Testing	25,000.00	20,000.00	(5,000.00)
- Equipment Maintenance	-	2,000.00	2,000.00
- Fleet Maintenance	1,200.00	1,000.00	(200.00)
Dues, Fees and Subscriptions	-	700.00	700.00
Training	8,000.00	8,000.00	-
- Road Reconstruction	10,000.00	5,000.00	(5,000.00)
WWTP Maintenance		52,600.00	
- Routine Operations	70,000.00	70,000.00	-
- Non-Routine Operations	65,000.00	90,000.00	25,000.00
Lift Station Maintenance		80,000.00	
Sanitary Sewer Line Maintenance		156,500.00	
Drip Field Maintenance		20,000.00	
- Sludge Hauling	80,000.00	125,000.00	45,000.00
- Wastewater Flow Measurement	9,000.00	11,000.00	2,000.00
Utility Operations		74,125.00	
- IT Equipment & Support			-
- Software	-		-

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Uniforms	2,800.00	3,100.00	300.00
- Fleet Acquisition	46,400.00	46,133.45	(266.55)
- Fuel	5,000.00	5,000.00	-
- Supplies	10,000.00	45,000.00	35,000.00
- Chemicals	9,600.00	9,600.00	-
- Equipment	123,240.00	125,000.00	1,760.00
- Phone/Network	8,904.00	8,904.00	-
- Electricity	73,500.00	78,000.00	4,500.00
Other Expense	52,000.00	56,000.00	4,000.00
Capital Projects		500,000.00	
TWDB - Capital Projects		-	
TWDB - Engineering and Design		237,541.00	
- Consultants and Legal	760,000.00	760,000.00	-
Transfer to General Fund			-
TXF to Water Fund	12,000.00	-	(12,000.00)
TXF to Vehicle Replacement Fund	-		-
Transfer to Vehicle Replacement Fund			-
- Tap Fees			
- Impact Fees			
- Temporary Meter Set Fees			
- Disconnect Fees			
- Base Rate		4,550.00	4,550.00
- Usage		60,000.00	60,000.00
- Penalties			
TXF from Wastewater Fund	12,000.00	-	
- Planning and Permitting			
- Laboratory Testing			
- Routine Operations			
- Non Routine Operations			
- System Maintenance & Repair			
- Regulatory Expense			
Operating and Maintenance	12,000.00	-	(12,000.00)
- Supplies			
PEC			
ROW Fees			
Cable			
TX Gas Franchise Fees			
Interest			
TXF from General Fund			
Salaries			
On Call			
Benefits			
Taxes			
Retirement			
- Auditing			

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
- Legal Fees			
- Equipment Maintenance			
- Fleet Maintenance			
Training			
Utility Operations			
- IT Equipment & Support			
- Software			
Uniforms			
- Fleet Acquisition			
- Fuel			
- Equipment			
- Phone/Network			
Other Expense			
Interest	6.00	6.00	-
Revenues	6,490,000.00	289,000.00	(6,201,000.00)
Escrow Fees	300.00	300.00	-
Expenses	6,490,000.00	289,000.00	(6,201,000.00)
Impact Fees	2,079,320.00	3,547,440.00	1,468,120.00
Impact Fee Deposits	-	-	-
Interest Income	25,000.00	51,000.00	26,000.00
Transfer to Debt Service		1,694,764.76	
Interest	1,200.00	1,800.00	600.00
TXF from HOT	89,505.00	89,505.00	-
Tax Series 2013	92,410.00	92,410.00	-
Interest	8,000.00	9,500.00	1,500.00
TXF from Impact Fund	711,231.76	711,231.76	-
Debt Payment 2015	733,288.20	733,288.20	-
Interest	12,000.00	12,000.00	-
TXF from Impact Fees	983,553.00	983,553.00	-
Interest	-	-	-
TXF from Impact Fees	-	-	-
Tax Series 2019	958,553.00	958,553.00	-
Tax Series 2022	-	-	-
Interest	16,000.00	18,000.00	2,000.00
TXF from General Fund	200,000.00	300,000.00	100,000.00
City AV	89,118.46	93,641.57	4,523.11
County AV	218,599.49	191,901.06	(26,698.43)
Interest Income	3,000.00	8,675.00	5,675.00
City for GAP Escrow	250,000.00	250,000.00	-
EPS Reimbursements	-	-	-
HDR	227,500.00	240,000.00	12,500.00
Legal Fees	20,000.00	20,000.00	-
MAS	62,500.00	25,000.00	(37,500.00)
Miscellaneous Consultant		7,500.00	
Project Management/Misc. Costs	48,000.00	20,000.00	(28,000.00)

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Project Administration P3 Works	35,000.00	15,000.00	(20,000.00)
Creation Cost Reimbursements	-	-	-
Stakeholder Reimbursement	-	156,200.76	156,200.76
TXF to GAP Escrow	250,000.00	250,000.00	-
City AV	111,125.78	114,269.93	3,144.16
County AV	254,043.81	232,569.38	(21,474.43)
Interest Income	400.00	3,700.00	3,300.00
Creation Cost Reimbursements	-	-	-
Stakeholder Reimbursement	-	43,799.54	43,799.54
TWC	27,000.00	30,000.00	3,000.00
Interest Income	1,400.00	1,950.00	550.00
			-

AD Valorem	259204.88
Sales Tax	-3800000.00
Mixed Beverage	-75000.00
AV P&I	-4000.00
Solid Waste	-45000.00
Alcohol Permits	-6852.50
Health Permits/Inspections	-75000.00
FEMA	
Other Income	-40000.00
Bank Interest	-50000.00
CARES Act	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	
TXF from Capital Improvements	
TXF DSRP On Call	-10400.00
TXF from HOT	-2404.33
TXF from WWU	-4066.66
TXF from TIRZ	
Salaries	2624223.34
Benefits	278376.89
Taxes	209825.09
Retirement	156944.31
- Human Resource Consultant	15000.00
Dues, Fees, Subscriptions	41337.95
Training/CE	92892.04
Supplies	30000.00
Miscellaneous Office Equipment	6000.00
Postage	3200.00
- Animal Control	3400.00
- Economic Development	5000.00
Mileage	2000.00
Contingencies/Emergency Fund	50000.00
Miscellaneous Office Expense	10000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	
TXF to Reserve Fund	500000.00
TXF AV to TIF	355961.65
TXF to DSRP	275884.04
TXF to Capital Improvement Fund	300000.00
TXF to Vehicle Replacement Fund	70326.00
TXF to Founders Day	
TXF to Farmers Market	15249.56
- OFR Grant Writer	0.00
- Family Violence Ctr	7000.00
- Land Acquisition	10000.00
Election	8000.00
Code Publication	8000.00
Public Notices	6000.00
- Records Management	1220.00
Municipal Court	-1000.00
- Muni Court	15500.00

Item # 21.

- Special Counsel and Consultants	Attachment "A" 5800.00
- Government Affairs	60000.00
Website	6625.00
Public Relations	5200.00
Office IT Equipment and Support	105890.00
Software Purchase, Agreements and Licenses	218759.00
Communications Network/Phone	36830.84
- Financial Services	35000.00
- Liability	25000.00
- Property	41000.00
- Workers' Comp	25000.00
Bad Debt Expense	0.00
Sales Tax TXF to WWU	760000.00
SPA & ECO D TXF	218880.00
- Site Dev	-400000.00
- Zoning/Signs/Ord	-65000.00
- Subdivision	-890750.00
- Engineering	70000.00
- Health Inspector	50000.00
- Architectural and Landscape Consultants	5000.00
- Historic District Consultant	3500.00
- Planning Consultant	250000.00
Fire Inspections	-50000.00
Building Code	-1500000.00
- Bldg. Inspector	750000.00
- Lighting Consultant	1000.00
- Fire Inspector	40000.00
- Improvement Projects	1096332.00
Office Maintenance/Repairs	18510.00
Equipment Maintenance	5500.00
Fleet Maintenance	44180.00
Stephenson Building & Lawn Maintenance	6000.00
- Street & ROW Maintenance	204050.00
Uniforms	12320.00
Fleet Acquisition	50000.00
Maintenance Equipment	97500.00
Maintenance Supplies	5100.00
- Street Lights	20000.00
- Streets Water	4000.00
- Office Electric	5500.00
- Office Water	650.00
- Stephenson Electric	1500.00
- Stephenson Water	500.00
- Lighting Compliance	2000.00
- Stephenson Parking Lot Improvements	
- Stephenson Building Rehabilitation	210000.00
- Downtown Bathroom	200000.00
- City Hall Planning	30000.00
- Street Improvements	693707.99

Item # 21.



City Hall Improvements	Attachment "A" 00000.00
Sponsorships and Donations	-5000.00
Community Service Permit Fees	-1800.00
Programs and Events	-8000.00
Park Rental Fees	-5950.00
TXF from Parkland Dedication	-107000.00
TXF from Landscaping Fund	-1000.00
TXF from HOT Fund	-167000.00
TXF from CLFRF	-160570.49
TXF from Contingency Funds	
TXF from Parkland Development	
Program Event Staff	13400.00
Camp Staff	0.00
Park Consultants	10000.00
Dues Fees and Subscriptions	1464.50
General Maintenance (All Parks)	1000.00
Founders Park	50740.00
S&R	31420.00
Charro Ranch Park	7250.00
Triangle/ Veteran's Memorial Park	700.00
Skate Park Maintenance	500.00
Rathgeber Maintenance	900.00
Equipment Rental	1000.00
General Parks	8550.00
Charro Ranch Supplies	1500.00
Founders Park Supplies	
S&R Supplies	400.00
Program and Events	20050.00
Portable Toilets	7250.00
Triangle Electric	500.00
Triangle Water	1000.00
S&R Park Water	13000.00
SRP Electric	2500.00
Advertising & Marketing	11250.00
City Sponsored Events	5000.00
Other	11500.00
All Parks	6500.00
Founders Park	187048.36
S & R Park	150000.00
Charro Ranch Park	1000.00
Triangle Improvement	17000.00
Rathgeber Improvements	110000.00
Skate Park	75000.00
DSRP Salaries	485020.13
DSRP Benefits	73071.07
DSRP Taxes	38873.31
DSRP Retirement	27399.78
DS Ranch Park Phone/Network	0.00
DS Ranch Park Electricity	0.00

Item # 21.

Aquatics Program Income	Attachment "A" 29400.00
Pool and Pavilion Rental	-16950.00
Reimbursement of Utility Costs	
Aquatics Staff	77043.15
Founders Pool	16000.00
Founders Pool Supplies	24705.00
Pool Phone/Network	1650.00
FMP Pool/ Pavilion Water	6000.00
FMP Pool//Electricity	7250.00
FMP Pool Propane	20000.00
Founders Pool	1500.00
Craft booths/Business Booths	-6250.00
Food booths	-1100.00
BBQ cookers	-4600.00
Carnival	-10000.00
Parade	-3750.00
Sponsorship	-82500.00
Parking concession	-1700.00
Electric	-3000.00
Misc.	
TXF from General Fund	
Clean Up	5500.00
Transportation	4500.00
FD Event Supplies	5000.00
Tent, Tables & Chairs	4000.00
Barricades/Traffic Plan	19000.00
Porta-Potties	12000.00
Electricity	6400.00
Parade	650.00
Publicity	9500.00
Bands/Music/Sound	22500.00
Sponsorship	6000.00
Security	32500.00
Health, Safety & Lighting	15500.00
Contingencies	3438.01
- Emergency Management Equipment	45690.00
- Emergency Equipment Fire & Safety	611.00
- Emergency Mgt PR	2000.00
- Emergency Equipment Maintenance & Service	11702.00
- Emergency Management Other	30000.00
Ag Facility Fees	-47495.00
TXF to DSRP	47495.00
Tree Replacement Fees	
Sports and Rec Park	
FMP	
Charro	1000.00
Professional Services	
DSRP	
Historic Districts	25000.00

Item # 21.

City Hall Lawn and Tree Maintenance

Attachment "A" 2300.00

Item # 21.

Fees	
Expense	
Parkland Fees	
Park Improvements	107000.00
Parkland Development Fees	
Transfer to Parks	
TXF from DSRP	-29595.00
TXF from General Fund	-70326.00
TXF from WWU	-29911.00
Vehicle Replacement	
House Maintenance	10000.00
Ranch House Supplies	1000.00
House Equipment	
Riding Permits	-9500.00
Stall Rentals	-37200.00
RV/Camping Site Rentals	-19000.00
Facility Rentals	-113500.00
Equipment Rental	-6000.00
Staff & Misc. Fees	-4000.00
Cleaning Fees	-25000.00
Sponsorships & Donations	-52275.00
General Program and Events:	
- Coyote Camp	-137100.00
- Riding Series	-82000.00
- Misc. Events	-2000.00
- Programing	-15100.00
Other Income	-500.00
Interest	-600.00
Merchandise Sales	-21065.20
TXF from Ag Facility	-47495.00
TXF from HOT	-395000.00
TXF for RV/ Parking Lot HOT	
TXF from General Fund	-275884.04
DSRP On Call	10400.00
Camp Staff	108246.48
Equipment Maintenance	25000.00
Fleet Maintenance	5500.00
Dues, Fees and Subscriptions	5127.50
Training and Education	9500.00
Tree Planting	
General Maintenance and Repair	206490.00
Stall Cleaning & Repair	4000.00
Lift Station Maintenance	12000.00
Office Supplies	10000.00
Equipment Rental	2000.00
Fleet Acquisition	0.00
Supplies and Materials	25500.00
General Program and Events:	

325

Merchandise	Attachment "A" 10500.00
Equipment	267250.00
Sponsorship Expenses	2100.00
- Coyote Camp	16000.00
- Riding Series	32000.00
- Misc. Events	700.00
- Programing	8000.00
- Concert Series	
Network and Communications	11316.40
Water	7000.00
Portable Toilets	2500.00
Alarm	6660.00
Electric	60000.00
Septic	750.00
Propane/Natural Gas	2500.00
On Call Phone	501.60
Advertising	17750.00
Postage	0.00
Mileage	500.00
Contingencies	50000.00
Other Expense	20000.00
HCLE	13200.00
Co-Sponsored Events	7900.00
Improvements	345000.00
TXF to Vehicle Replacement Fund	29595.00
- Concert Series	
Booth Space	-54600.00
Applications	-750.00
Membership Fee	-2600.00
FM Sponsor	-5000.00
Interest Income	-200.00
Grant Income	-1000.00
Market Event/Merch.	-1000.00
Transfer from General Fund	-15300.59
Market Manager	52679.65
Market Specialist	
DSFM Benefits	8125.04
Payroll Tax Expense	4281.99
Retirement	3173.95
Dues Fees & Subscriptions	200.00
Training	200.00
Office Expense	300.00
Supplies Expense	4000.00
Network & Phone	252.00
Advertising	3000.00
Entertainment& Activities	3000.00
Market Event	500.00
Contingency Fund	500.00
Other Expense	2600.00

Item # 21.

Capital Fund	Attachment "A"	0.00
Transfer to Reserve Fund		35000.00
Hotel Occupancy Tax		-700000.00
Interest		-240.00
TXF to Debt Service		91600.00
RV/ Parking Lot		
Convention & Information Center Grants		185000.00
Advertising		2100.00
Christmas Lighting Displays		45000.00
Historic Districts Marketing		2800.00
Dues and Fees		8000.00
Tourism Advertising Grants		29000.00
Arts		20000.00
Arts Grants		10000.00
Historical Restoration Grants		59198.00
Signage		44560.00
Public Signage Grants		8000.00
Lighting		150000.00
TXF to Event Center		395000.00
TXF to General Fund		2404.33
Overuse fees		-150000.00
Reuse Fees		
PEC		
ROW Fees		
Cable		
TX Gas Franchise Fees		
Wastewater Service		-1285365.12
Late Fees/Rtn check fees		-9600.00
Delayed Connection Fees		-5000.00
Line Extensions		
Transfer fees		-9000.00
Other Income		-95000.00
Interest		
TXF from General Fund		
TXF from TWDB		-4420000.00
Portion of Sales Tax		-760000.00
Salaries		
On Call		
Benefits		
Taxes		
Retirement		
- Auditing		
Engineering & Surveying		625000.00
- Legal Fees		
- Planning and Permitting		7500.00
- Laboratory Testing		34250.00
- Equipment Maintenance		
- Fleet Maintenance		
Dues, Fees and Subscriptions		0.00

Item # 21.

**Attachment "A"**

Item # 21.

Training	
- Road Reconstruction	
WWTP Maintenance	119407.00
- Routine Operations	99500.00
- Non-Routine Operations	106860.00
Lift Station Maintenance	74270.00
Sanitary Sewer Line Maintenance	64116.00
Drip Field Maintenance	44900.00
- Sludge Hauling	178100.00
- Wastewater Flow Measurement	9000.00
Utility Operations	4250.00
- IT Equipment & Support	
- Software	
Uniforms	
- Fleet Acquisition	
- Fuel	
- Supplies	27400.00
- Chemicals	16440.00
- Equipment	
- Phone/Network	12330.00
- Electricity	109600.00
Other Expense	52000.00
Capital Projects	2000000.00
TWDB - Capital Projects	5050000.00
TWDB - Engineering and Design	895000.00
- Consultants and Legal	175000.00
Transfer to General Fund	4066.66
TXF to Water Fund	
Transfer to Vehicle Replacement Fund	29911.00
- Tap Fees	
- Impact Fees	
- Temporary Meter Set Fees	
- Disconnect Fees	
- Base Rate	-7800.00
- Usage	-150000.00
- Penalties	
TXF from Wastewater Fund	
- Planning and Permitting	
- Laboratory Testing	25000.00
- Routine Operations	25000.00
- Non Routine Operations	20000.00
- System Maintenance & Repair	20000.00
Operating and Maintenance	0.00
- Supplies	50000.00
PEC	-130000.00
ROW Fees	-6000.00
Cable	-130000.00
TX Gas Franchise Fees	-3000.00
Interest	

TXF from General Fund	Attachment "A"	50000.00
Salaries		398740.00
On Call		10400.00
Benefits		56988.71
Taxes		33063.21
Retirement		24650.69
- Auditing		10000.00
- Legal Fees		250000.00
- Equipment Maintenance		10000.00
- Fleet Maintenance		10000.00
Training		9254.00
Utility Operations		69000.00
- IT Equipment & Support		5640.00
- Software		37267.00
Uniforms		5000.00
- Fleet Acquisition		45000.00
- Fuel		15000.00
- Equipment		50000.00
- Phone/Network		
Other Expense		
Interest		
Revenues		-4420000.00
Escrow Fees		
Expenses		4420000.00
Impact Fees		-1670000.00
Impact Fee Deposits		
Interest Income		-30000.00
Transfer to Debt Service		4143594.62
Interest		-1200.00
TXF from HOT		-91600.00
Tax Series 2013		89505.00
Interest		-8000.00
TXF from Impact Fund		-698498.56
Debt Payment 2015		711231.76
Interest		-12000.00
TXF from Impact Fees		-1013533.00
Interest		0.00
TXF from Impact Fees		-2431563.06
Tax Series 2019		983553.00
Tax Series 2022		1215163.06
Interest		-18000.00
TXF from General Fund		-300000.00
City AV		-115297.54
County AV		-215354.00
Interest Income		-3000.00
City for GAP Escrow		0.00
EPS Reimbursements		
HDR		478000.00
Legal Fees		12000.00

Item # 21.



MAS	<b>Attachment "A"</b>	30000.00
Miscellaneous Consultant		
Project Management/Misc. Costs		32000.00
Project Administration P3 Works		16000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		
TXF to GAP Escrow		0.00
City AV		-240664.11
County AV		-437211.00
Interest Income		-2000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		
TWC		-27000.00
Interest Income		-1700.00

Item # 21.

FY 2023 Expenditures

	City	\$ 11,791,542.99
<b>General Fund</b>	Parks	\$ 896,571.01
	Founders Day	\$ 146,488.01
<b>Farmers Market</b>		\$ 117,812.63
<b>Dripping Springs Ranch Park</b>		\$ 1,346,486.98
<b>Hotel Occupancy Tax Fund</b>		\$ 1,052,662.33
<b>Impact Fund</b>		\$ 4,143,594.62
	Wastewater	\$ 9,738,900.66
<b>Utilities</b>	Water	\$ 140,000.00
	Operations	\$ 1,040,003.61
<hr/>		
		<b>\$ 30,414,062.84</b>



**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:** February 7, 2023

**Agenda Item Wording:** Discuss and consider recommendation for a budget amendment in the amount of \$3,710.00 for the Park System Signage Phase I project.

**Agenda Item Sponsor:** Sherrie Parks

**Summary/Background:** The Park System Signage Plan was completed by Studio 16:19 in February of 2022. Phase I of the plan included informational and wayfinding signage for Founders Memorial Park and a new banner display at Veterans Memorial Park. In the 2023 Budget, \$53,000 was approved for Founders Memorial Park and \$17,000 for Veterans Memorial Park.

Studio 16:19 was contracted to manage the bidding process which ended on January 23, 2023. Two companies submitted bids on the project. Southwest Monument & Sign submitted a bid of \$73,710.00 and FSG submitted a bid of \$102,598. Studio 16:19 recommended awarding the bid to Southwest Monument & Sign.

The difference between the budgeted amount and the bid from Southwest Monument & Sign is \$3,710.00. Staff is recommending using Parkland Development Fees in the amount of \$3,710.00 to make up the difference. The current balance of the Parkland Development Fees is \$48,253.81. Applying the \$3,710.00 would leave a balance of \$44,543.81.

**Commission Recommendations:** The Parks and Recreation Commission recommended approval of this item at their February 6, 2023 meeting.

**Recommended Council Actions:** Approval of the budget amendment in the amount of \$3,710.00 of Parkland Dedication Fees for the Park System Signage Phase I.

**Attachments:** Park System Signage Plan  
 Studio 16:19 Recommendation of Award Letter

**Next Steps/Schedule:** Negotiate an agreement with Southwest Monument & Sign for the completion of the Park System Signage Phase I project.

January 31, 2023

**City of Dripping Springs**

Andrew Binz

abinz@cityofdrippingsprings.com

(512) 894-2400

**Re: Landscape Architect Letter of Recommendation for Award**

Project Name: Park Signage Master Plan – Phase 1

Project Address: Founders Memorial Park and Veterans Memorial Park

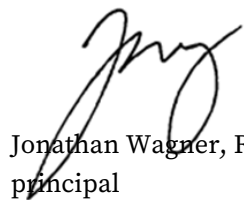
Dear Mr. Binz:

On January 23, 2023, construction bids were received for the above referenced project. A total of two (2) bids were received, with Fazzone Construction Co., LLC dba/Southwest Monument and Sign of Cedar Park, TX submitting the apparent best value bid based on experience and price. Fazzone Construction Co., LLC dba/Southwest Monument and Sign submitted the lowest bid in the amount of \$73,710.00 for Base Bid items.

Fazzone Construction Co., LLC dba/Southwest Monument and Sign has completed construction of multiple signage projects for local municipalities, private developers, and local municipal utility districts. Based upon past performance, our evaluation of their qualifications, and submission of the lowest, most qualified bid, we recommend the award to Fazzone Construction Co., LLC dba/Southwest Monument and Sign in the amount of **\$73,710.00** for Base Bid.

Please feel free to contact me should you have any questions, comments, or require any additional information. You may reach me via e-mail at [jwagner@studio1619.com](mailto:jwagner@studio1619.com) or by phone at **512.534.8680**.

Respectfully submitted,



Jonathan Wagner, RLA, LI  
principal



# CITY OF DRIPPING SPRINGS

## Park System Signage Phase 1

### Addendum #1

January 2023

#### CONTENTS

- Key Map
- Existing Signage Inventory by Park
- Proposed Signage Locations by Park
- Proposed Signage Concepts
- Add Alternate Appendix:  
Signage Not in Contract & Existing Sign Inventory Photo Array

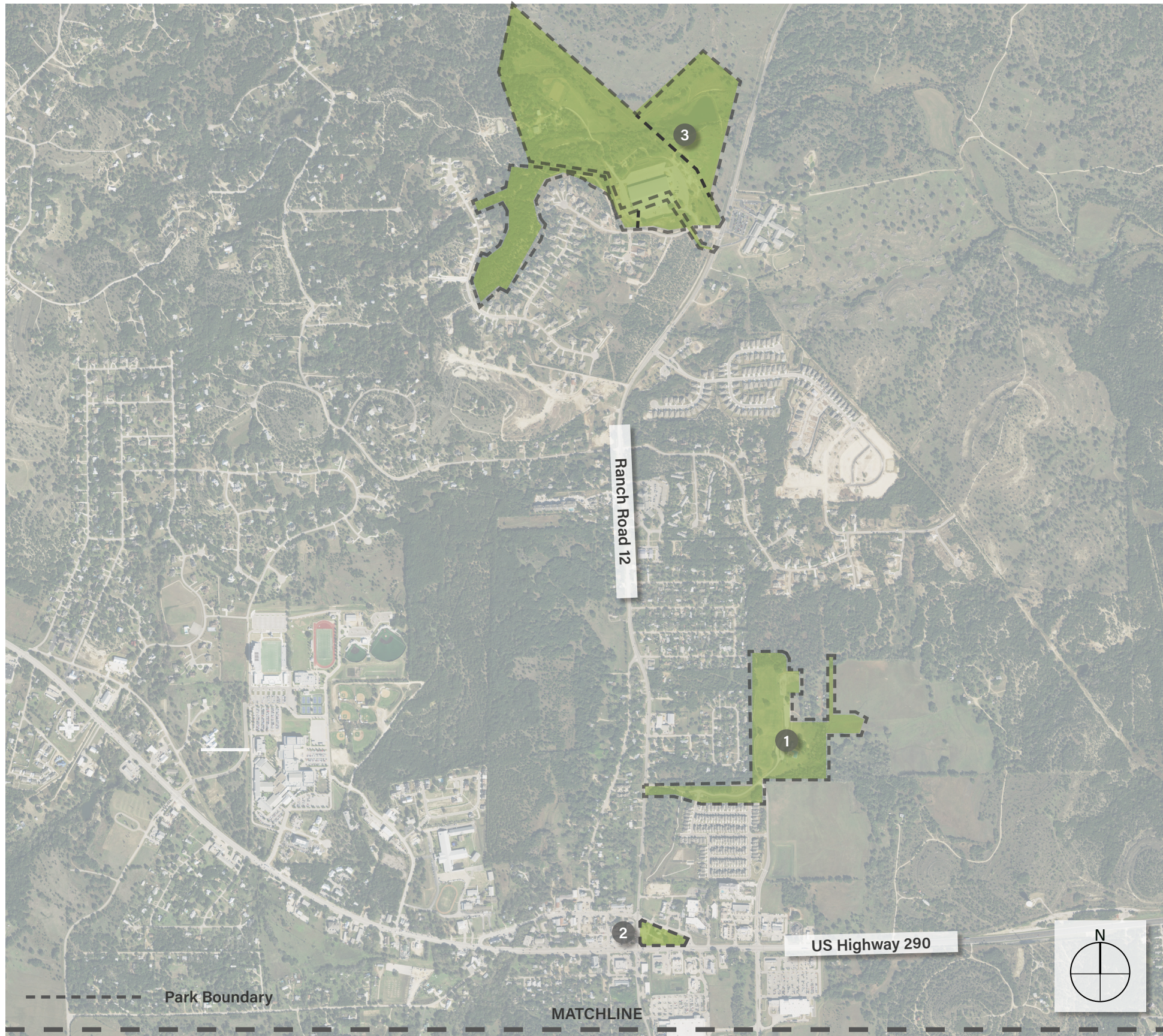


**CLIENT**  
**City of Dripping Springs**  
 511 Mercer Street  
 Dripping Springs, Texas 78620



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





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Dripping Springs Key Map (North)

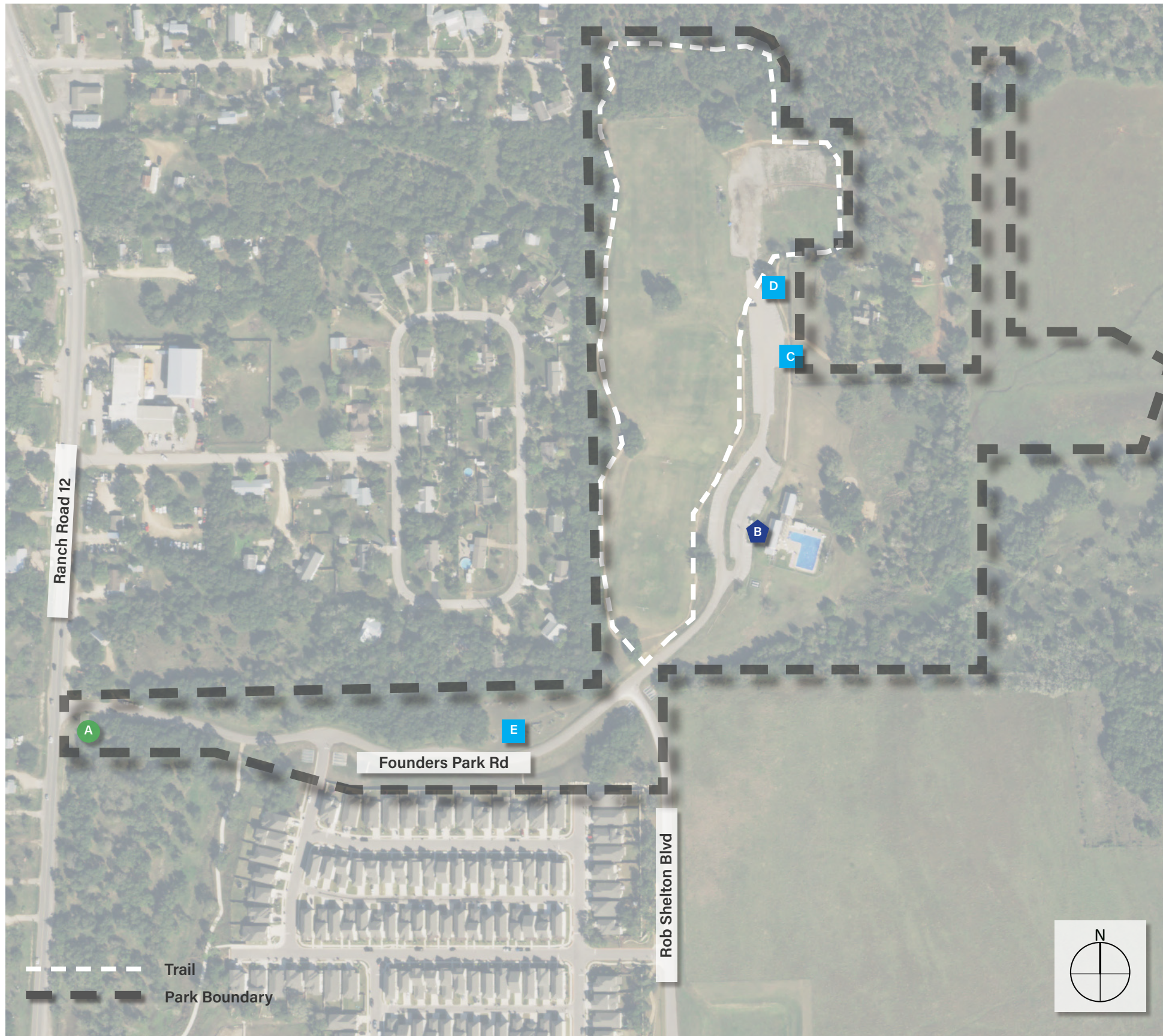




Dripping Springs Key Map (South)

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ENTRANCE MONUMENT SIGN (1)



INFO KIOSK (1)



PARK RULES/INFO SIGN (3)



HERITAGE TRAIL SIGN (1)

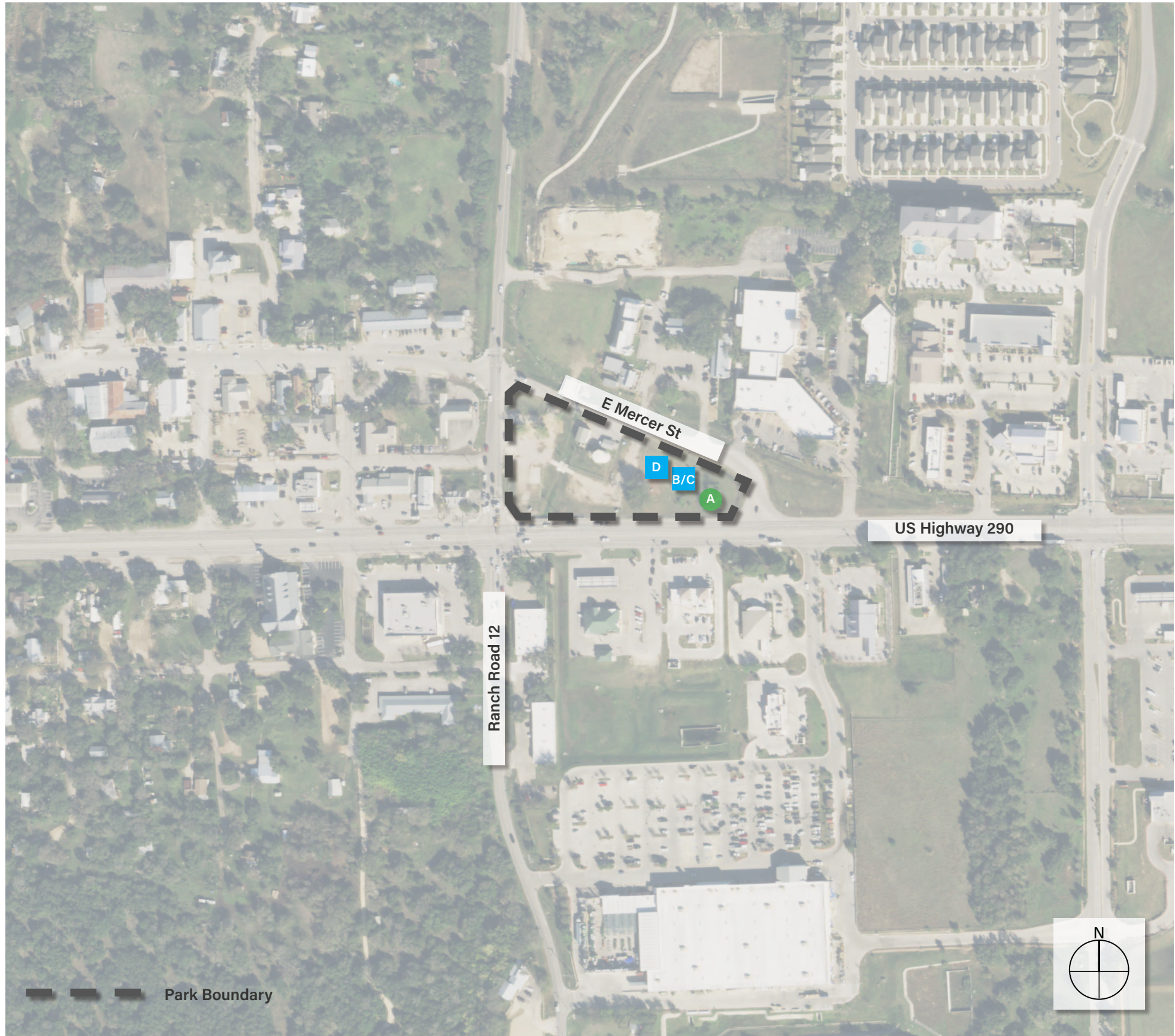


CACTUS GARDENS SIGN (1)

Founders Memorial Park - Existing Signage Inventory (Quantity)

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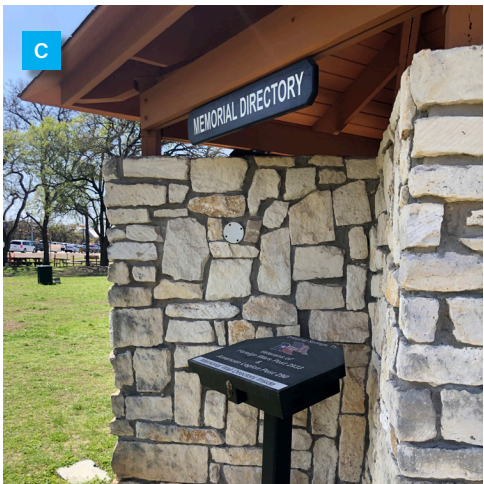




ENTRANCE MONUMENT SIGN (1)



PARK RULES/INFO SIGN (3)



Veterans Memorial Park - Existing Signage Inventory (Quantity)

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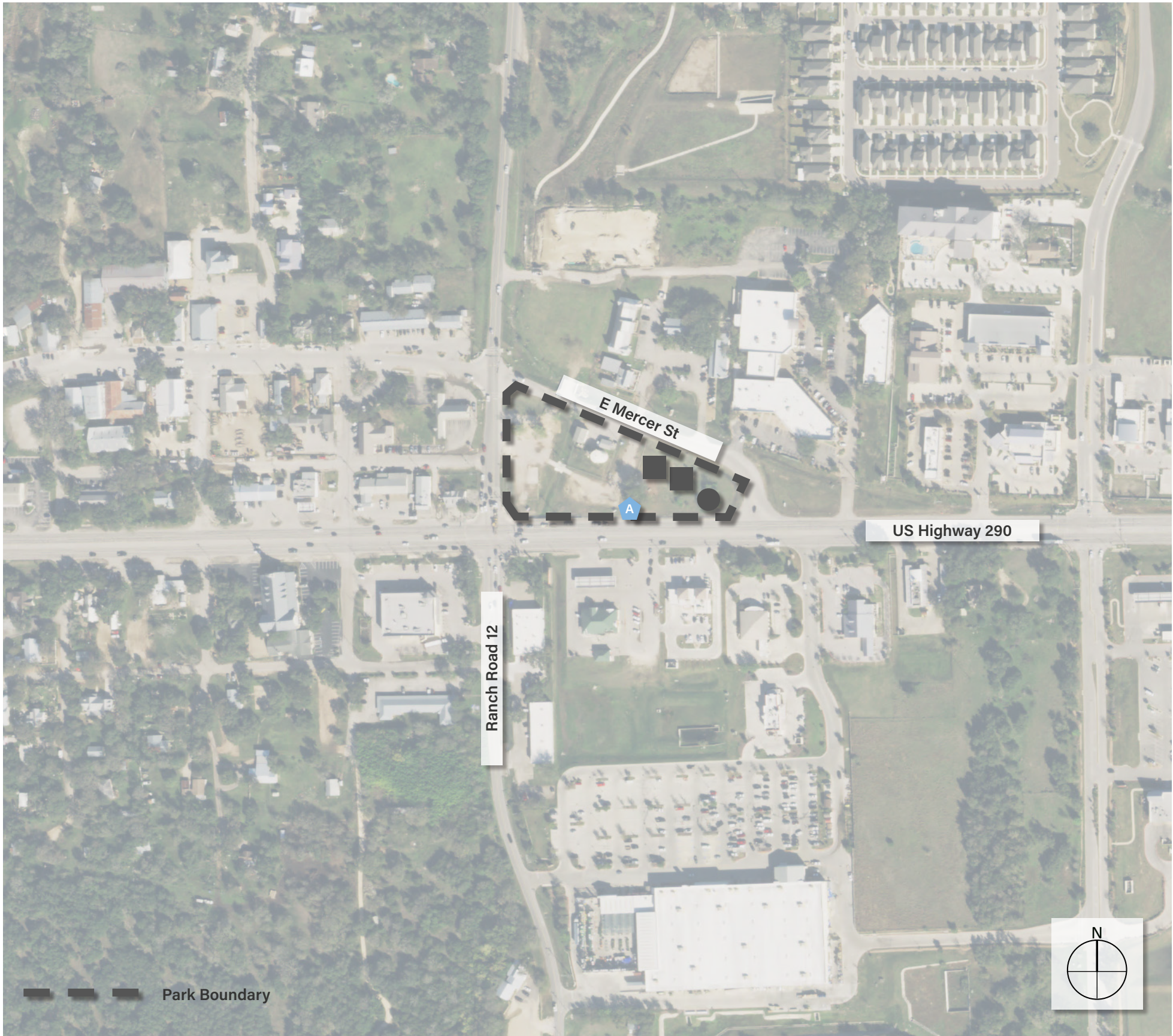


- Proposed Vehicular Identification Sign** Item # 21.
- A. Primary Identification  
Ref. Dtl. 1.A/ Pg. 8
  - B. Secondary Identification  
Ref. Dtl. 1.B/ Pg. 8
- Proposed Large Vehicular Wayfinding Sign (1)**
- C. Pool/Pavilion  
Playground  
The Pound House  
Skate Park  
North/Middle Field  
South Field  
Cactus Garden  
Ref. Dtl. 2.C/ Pg. 8
- Proposed Pedestrian Info/Kiosk Sign (1)**
- D. Park Rules & Pound House Info  
Ref. Dtl. 1.D/ Pg. 9
- Proposed Pedestrian Directional Sign (2)**
- E. Trailhead  
Cactus Garden  
Skate Park  
Ref. Dtl. 2.E/ Pg. 9
  - F. Trailhead  
The Pound House  
Skate Park  
Ref. Dtl. 2.F/ Pg. 9
- Proposed Small Pedestrian Trail Marker (3)**
- G. Ref. Dtl. 2.G/ Pg. 9
- Existing Signs to Remain (2)**

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Founders Memorial Park - Proposed Signage Locations (Quantity)





**3-Sided Sign Structure with Banners (1)**

A. City Events & Advertisements  
Ref. Dtl. 1-2/ Pg. 10

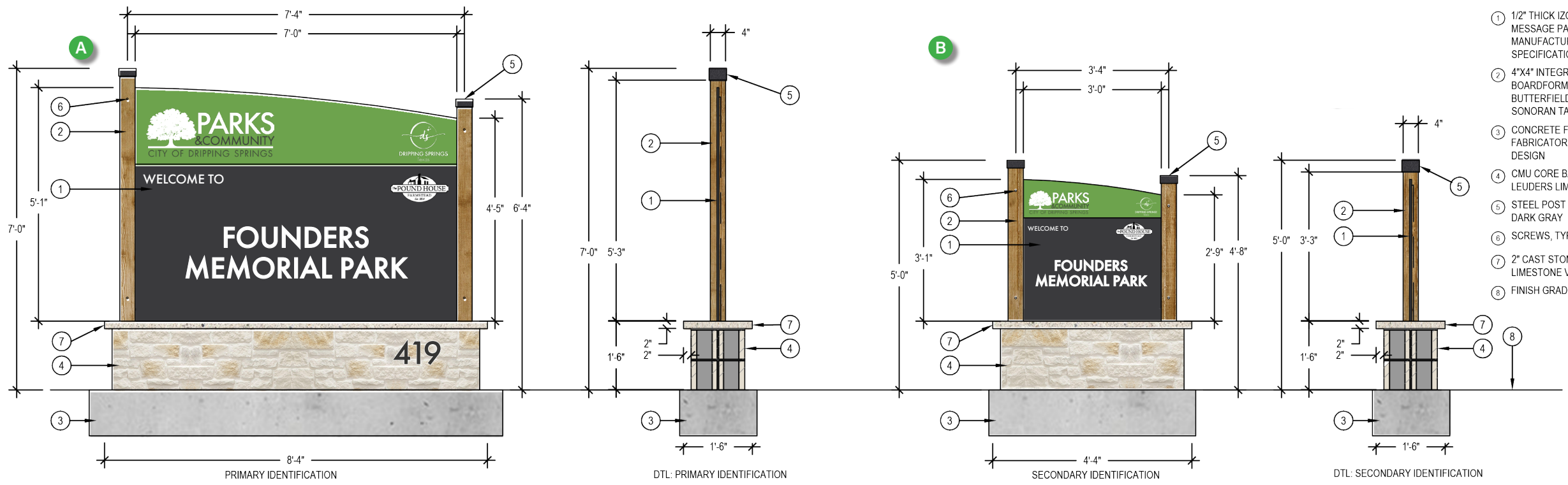
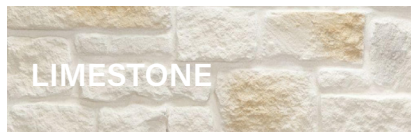
**Existing Signs to Remain (4)**

Veterans Memorial Park - Proposed Signage Locations (Quantity)

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**MATERIALS**

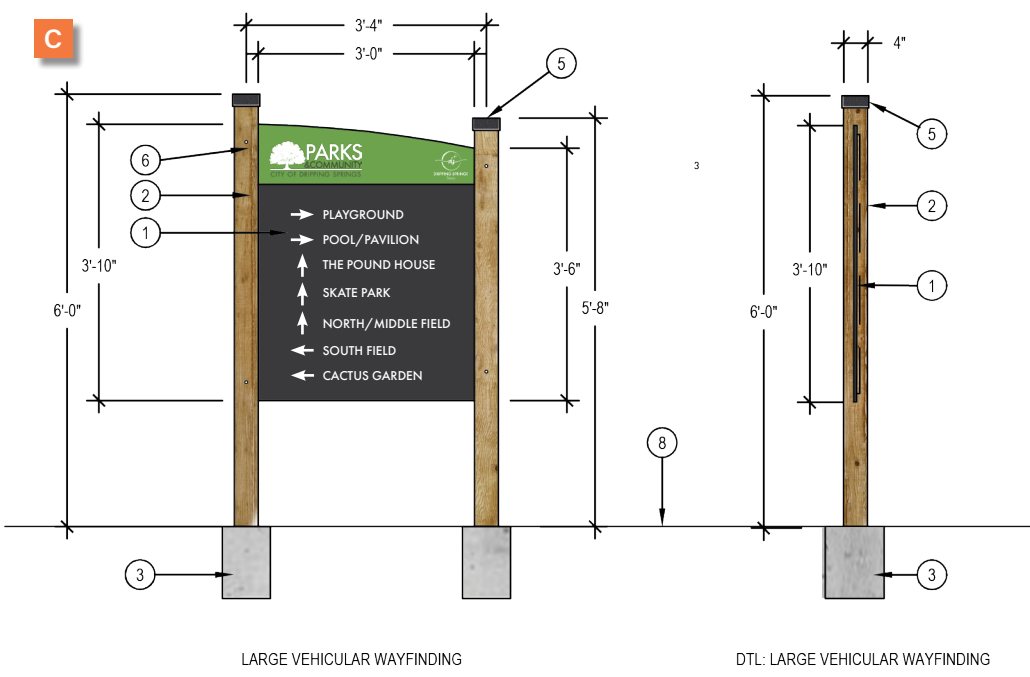
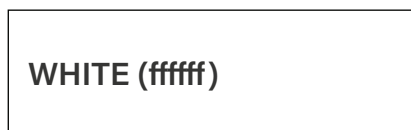
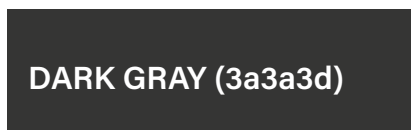
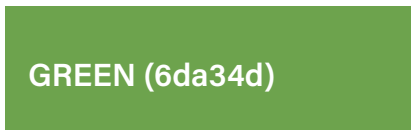


- Item # 21.**
- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
  - ② 4"x4" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
  - ③ CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
  - ④ CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
  - ⑤ STEEL POST CAP, POWDERCOAT DARK GRAY
  - ⑥ SCREWS, TYP.
  - ⑦ 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
  - ⑧ FINISH GRADE, TYP.

**1 VEHICULAR IDENTIFICATION SIGNAGE**

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

**IZONE PANEL COLORS**



- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- ② 4"x4" 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 DARK GRAY
- ⑥ SCREWS, TYP.
- ⑦ 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- ⑧ FINISH GRADE, TYP.

**FONT:**

Futura PT: Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
 abcdefghijklmnopqrstuvwxyz  
 1234567890

**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.

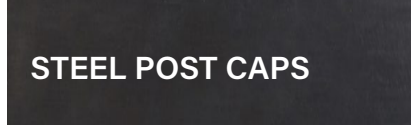
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**Founders Memorial Park Signage**





**MATERIALS**

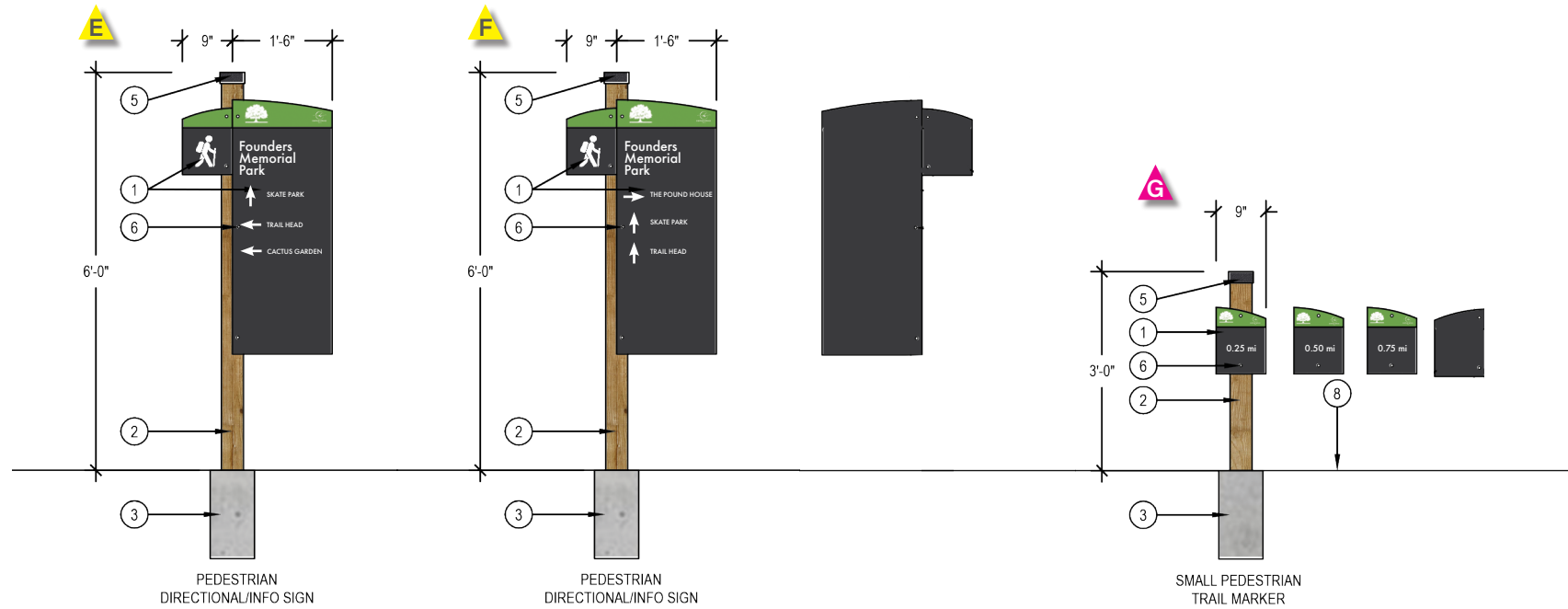
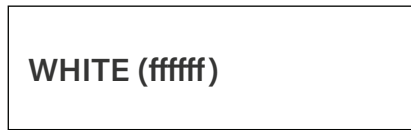
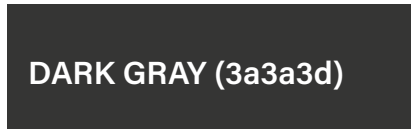
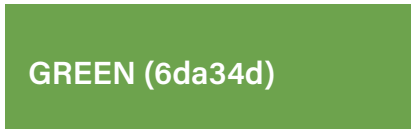


- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- ② 4"x4" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
- ③ CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
- ④ CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
- ⑤ STEEL POST CAP, POWDERCOAT DARK GRAY
- ⑥ SCREWS, TYP.
- ⑦ 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- ⑧ 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 4"x4" 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 DARK GRAY
- ⑥ SCREWS, TYP.
- 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

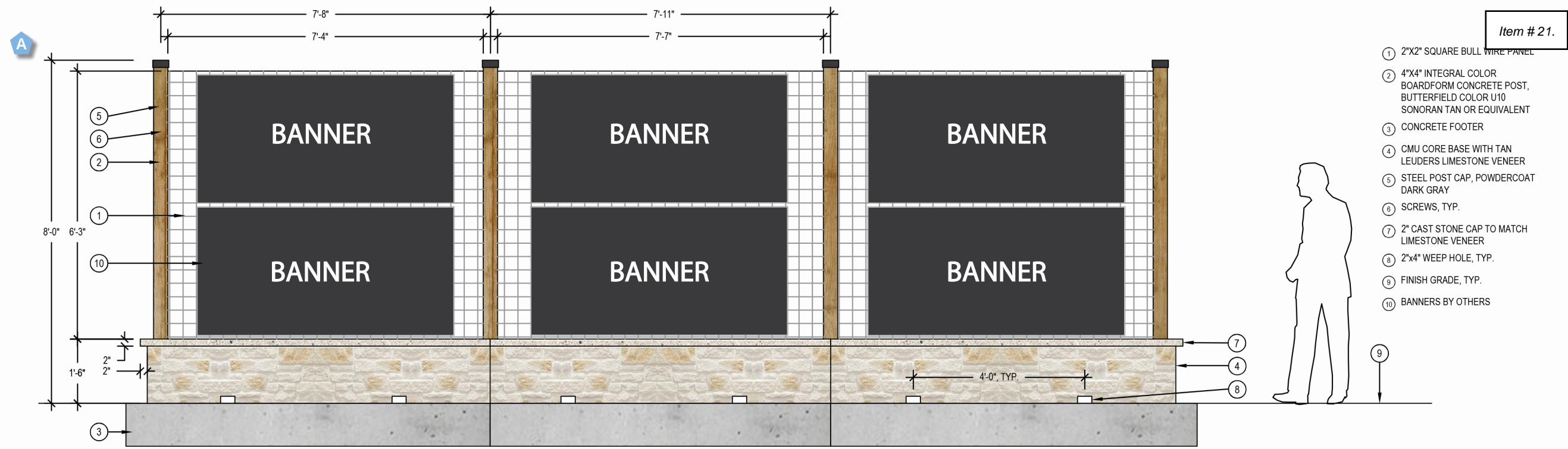
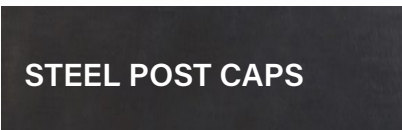
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**Founders Memorial Park Signage**

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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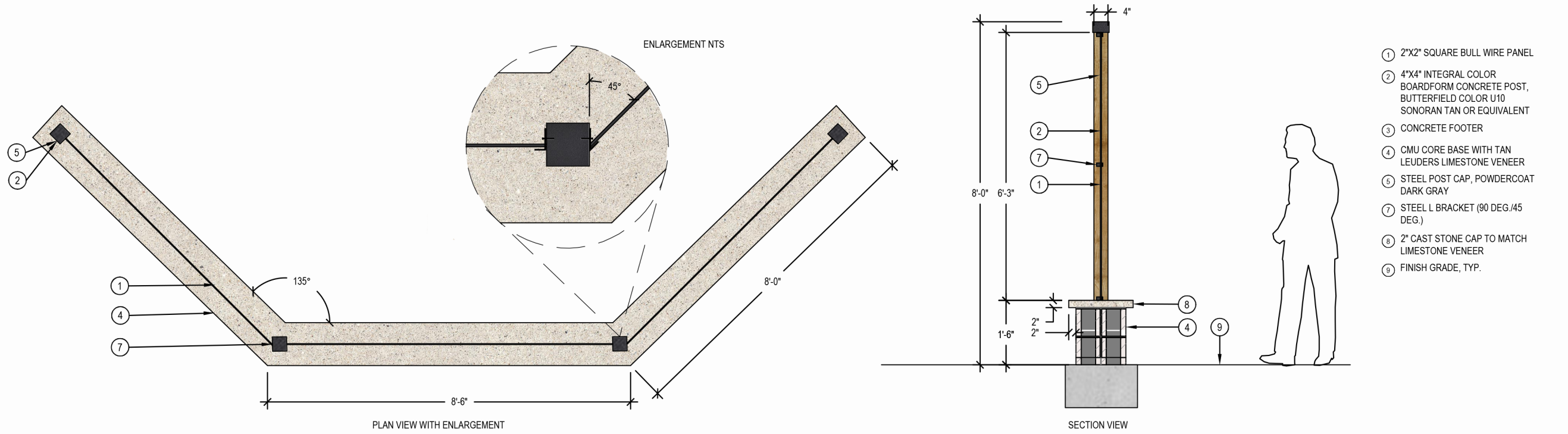
**MATERIALS**



Item # 21.

**1** THREE SIDED SIGN STRUCTURE FOR BANNERS

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



**2** THREE SIDED SIGN STRUCTURE FOR BANNERS

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

**Veterans Memorial Park Signage**

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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Add Alternate Appendix: **NOT IN CONTRACT**

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ENTRANCE MONUMENT SIGN (1)

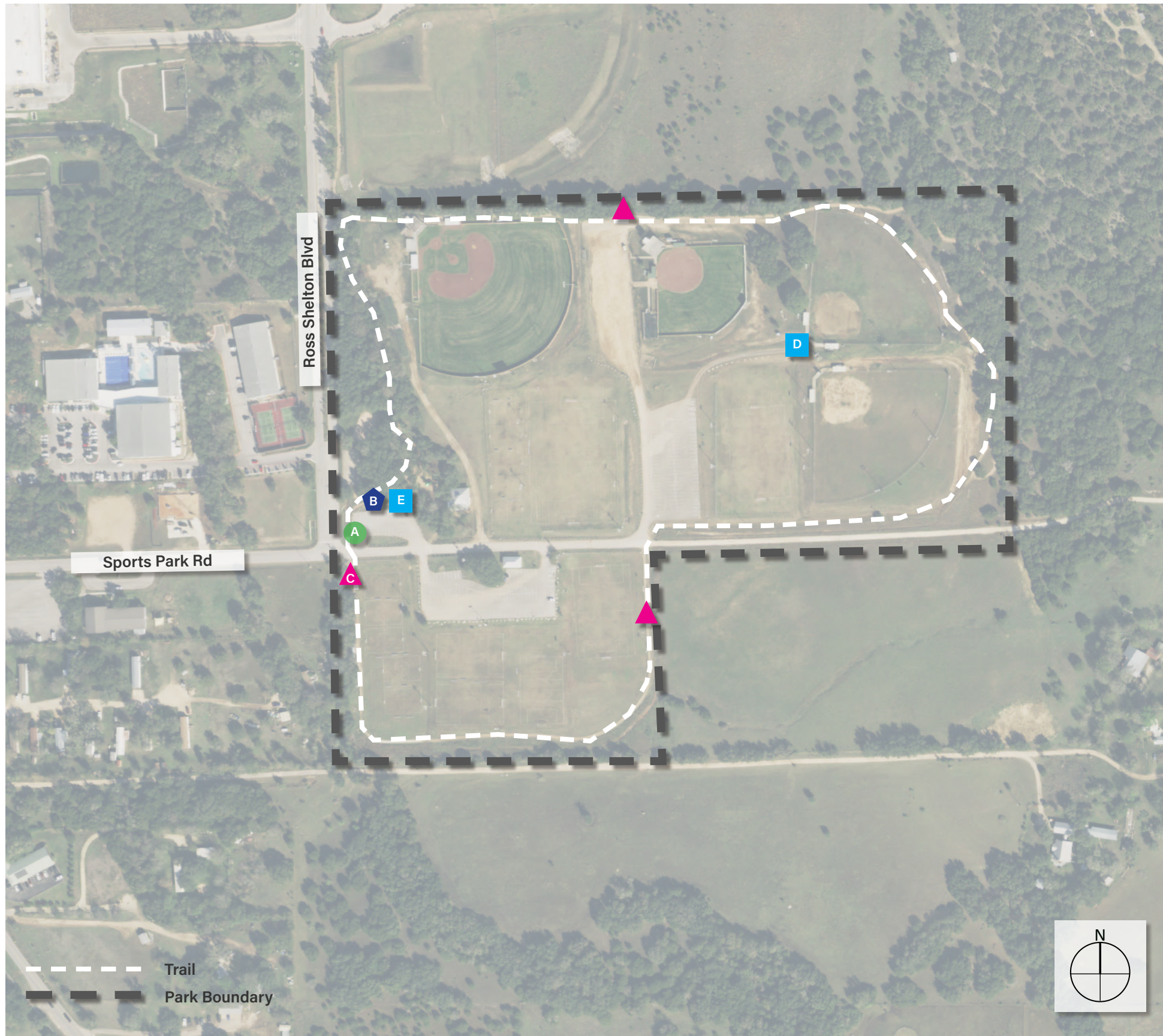


TRAIL MARKER (1)

Dripping Springs Ranch Park - Existing Signage Inventory (Quantity)

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ENTRANCE MONUMENT SIGN (1)



INFO KIOSK (1)



TRAIL MARKERS (3)



PARK RULES/INFO SIGN (2)

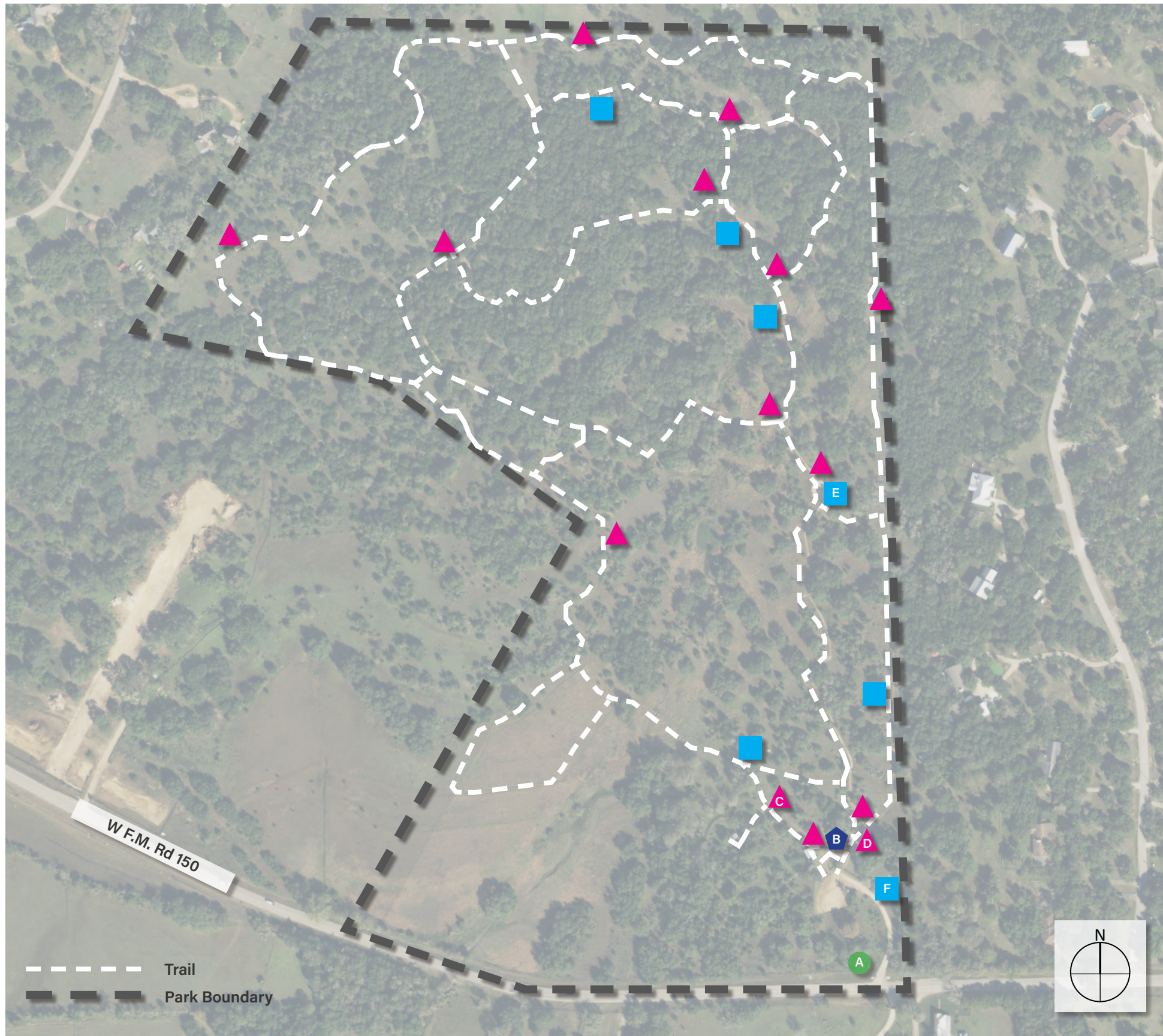


STONE PILLAR MARKER (1)

Sports & Recreation Park - Existing Signage Inventory (Quantity)

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ENTRANCE MONUMENT SIGN (1)



INFO KIOSK (1)



TRAIL MARKERS (14)



PARK RULES/INFO SIGN (7)



Charro Ranch Park - Existing Signage Inventory (Quantity)

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**Proposed Small Vehicular Wayfinding Sign**

A. Directional Info  
Ref. Dtl. 1.1/ Pg. 18

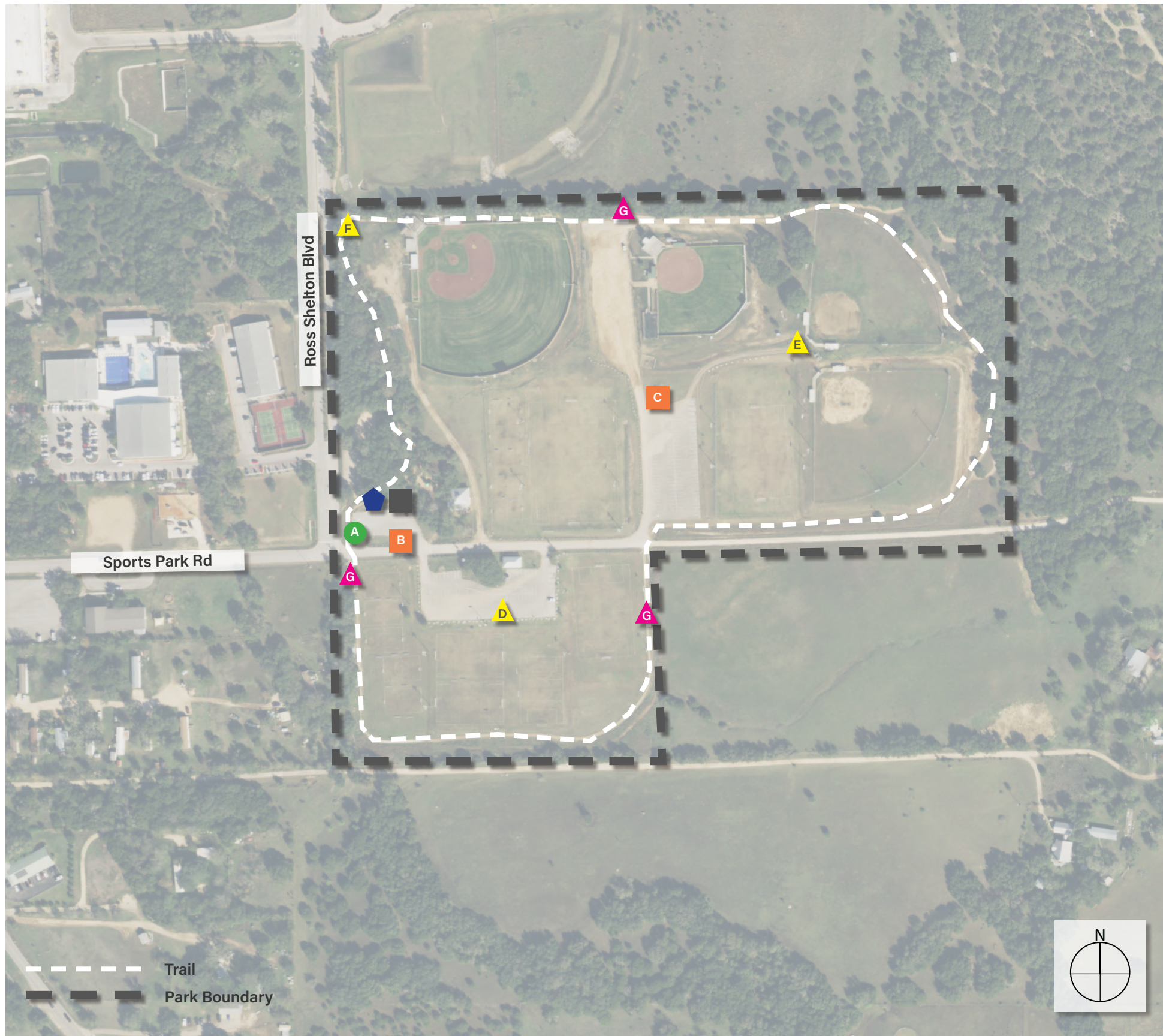
**Existing Signs to Remain (2)**



Dripping Springs Ranch Park - Proposed Signage Locations (Quantity)

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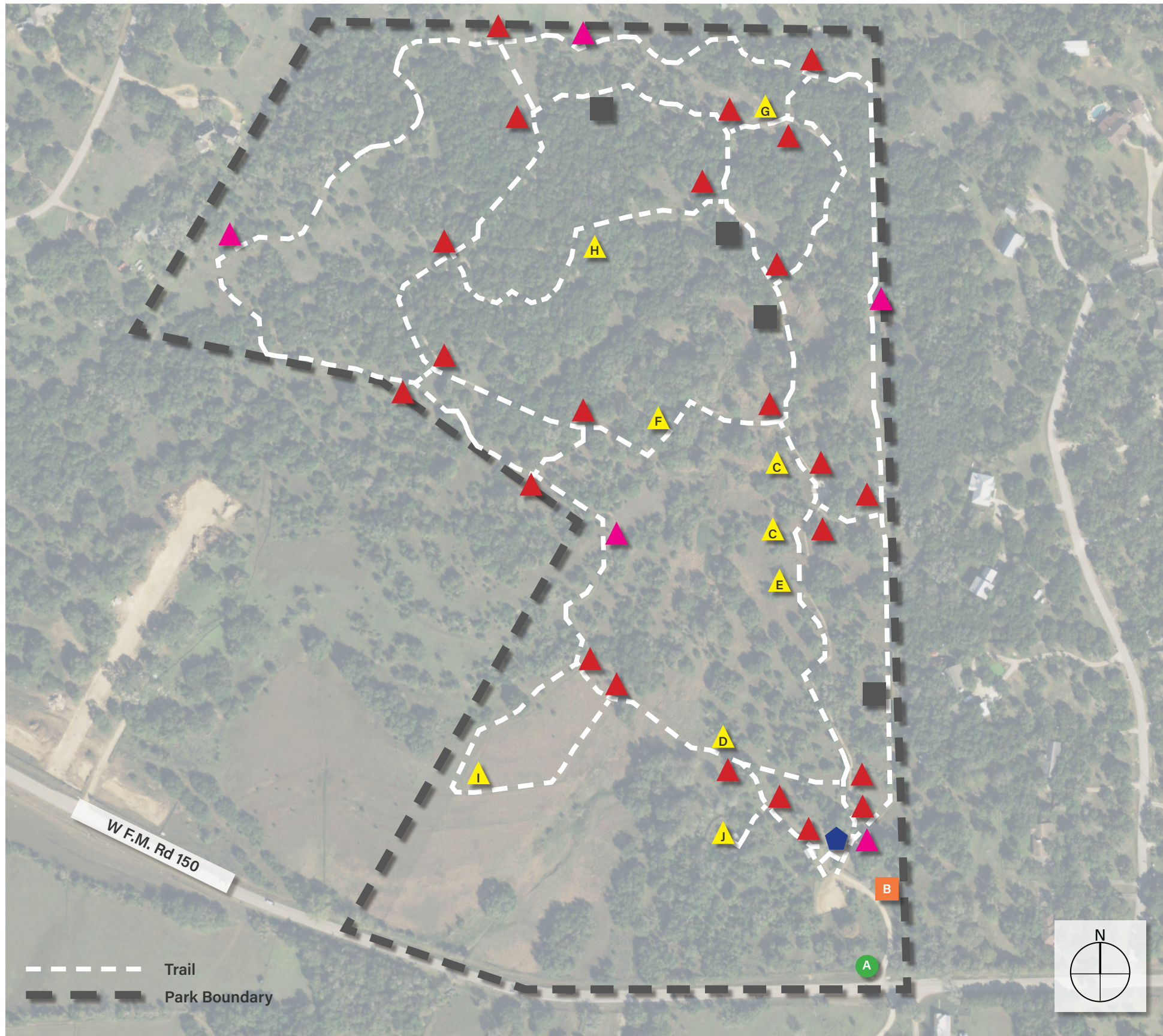


- Replacement Vehicular Identification Sign** Item # 21.
- A. Primary Identification  
Ref. Dtl. 1.1/ Pg. 19
- Proposed Large Vehicular Wayfinding Sign (2)**
- B. Playground  
Basketball/Volleyball Courts  
Soccer Fields #1-5  
Soccer Fields #6-7  
Baseball/Softball Fields  
Ref. Dtl. 1.2/ Pg. 19
  - C. Baseball/Softball Fields  
Adult Softball Fields #1-2  
Ref. Dtl. 1.2/ Pg. 19
- Proposed Pedestrian Info/Kiosk Sign (1)**  
Ref. Dtl. 2.1/ Pg. 19
- ▲ Proposed Pedestrian Directional Sign (3)**
- D. Park Rules  
Soccer Fields Wayfinding  
Ref. Dtl. 2.2/ Pg. 19
  - E. Park Rules  
Ref. Dtl. 2.2/ Pg. 19
  - F. BBQ Grills  
Concession Stand  
Baseball/Softball Fields  
Ref. Dtl. 2.2/ Pg. 19
- ▲ Proposed Small Pedestrian Trail Marker (3)**
- G. Ref. Dtl. 2.3/ Pg. 19
- Existing Sign to Remain (1)**

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Sports & Recreation Park - Proposed Signage Locations (Quantity)





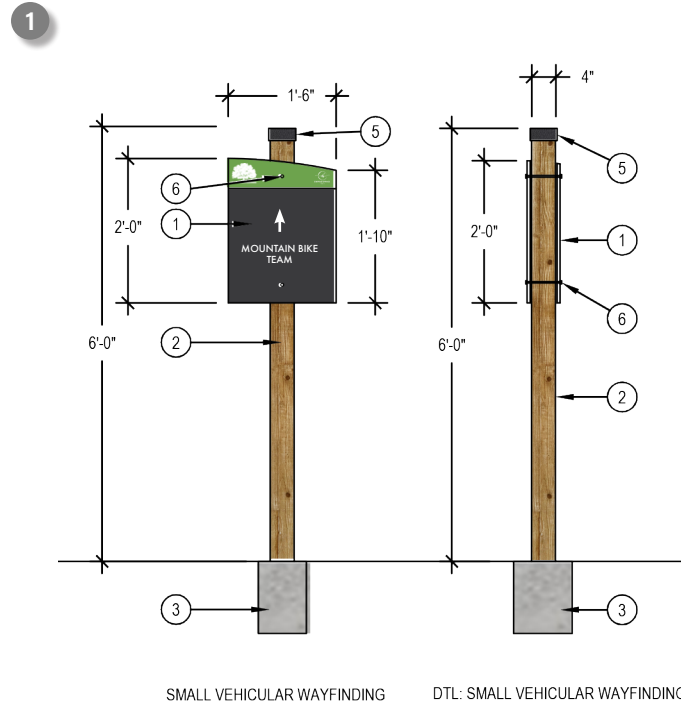
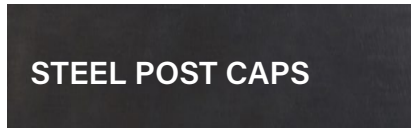
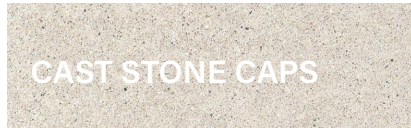
- **Replacement Vehicular Identification Sign**  
 A. Primary identification  
 Ref. Dtl. 1.1/ Pg. 21
- **Proposed Large Vehicular Wayfinding Sign (1)**  
 B. Park Rules  
 Directional & Parking Info  
 Ref. Dtl. 1.2/ Pg. 21
- ◆ **Proposed Pedestrian Info/Kiosk Sign (1)**  
 Ref. Dtl. 2.1/Pg. 21
- ▲ **Proposed Pedestrian Directional Sign (2)**  
 C. (Cross Country Trail) Chimney Swift Trail Sign  
 Ref. Dtl. 2.2/ Pg. 21
- ▲ **Proposed Pedestrian Interpretive Sign (7)**  
 D. (Cross Country Trail) Chimney Swift Trail Sign  
 E. (Nature Trail) Grassland Interpretive Trail Sign  
 F. (Nature Trail) Wetland Interpretive Trail Sign  
 G. (Peace Trail) Peace Monument Trail Sign  
 H. (Woodland Trail) Forest Interpretive Trail Sign  
 I. (Prairie Trail) Prairie Interpretive Trail Sign  
 J. (Bird Watching Trail) Bird Watching Trail Sign  
 Ref. Dtl. 2.2/ Pg. 21
- ▲ **Proposed Large Pedestrian Trail Marker (23)**  
 Ex. Nature Trail  
 Cross Country Trail  
 Ref. Dtl. 2.3/ Pg. 21
- ▲ **Proposed Small Pedestrian Trail Marker (5)**  
 Ref. Dtl. 2.4/ Pg. 21
- **Existing Signs to Remain (4)**

Charro Ranch Park - Proposed Signage Locations (Quantity)

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MATERIALS



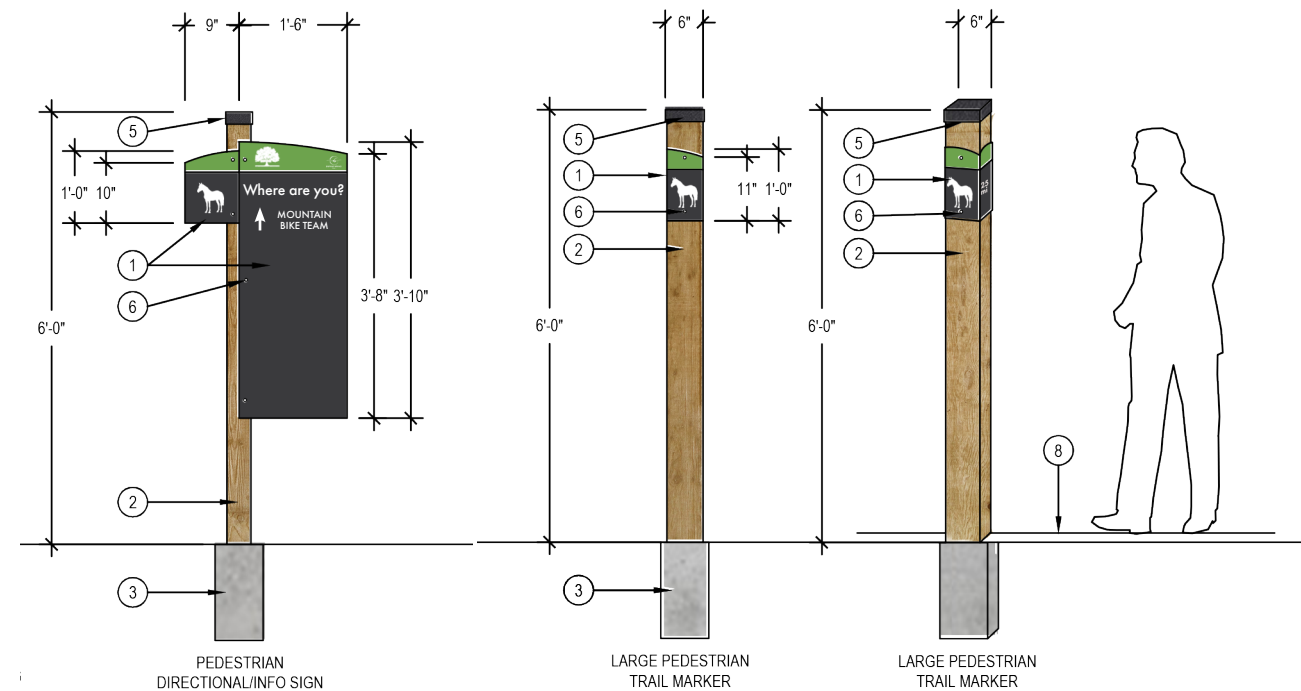
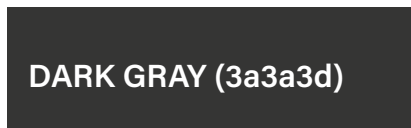
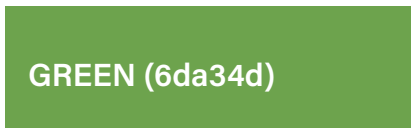
- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- ② 4"x4" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
- ③ CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
- ⑤ STEEL POST CAP, POWDERCOAT DARK GRAY
- ⑥ SCREWS, TYP.

SMALL VEHICULAR WAYFINDING DTL: SMALL VEHICULAR WAYFINDING

1 VEHICULAR/ PEDESTRIAN IDENTIFICATION SIGNAGE

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

IZONE PANEL COLORS



- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- ② 4"x4" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
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- ⑤ STEEL POST CAP, POWDERCOAT DARK GRAY
- ⑥ SCREWS, TYP.
- ⑧ FINISH GRADE, TYP.

FONT:

Futura PT: Medium

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 abcdefghijklmnopqrstuvwxyz  
 1234567890

2 PEDESTRIAN IDENTIFICATION SIGNAGE

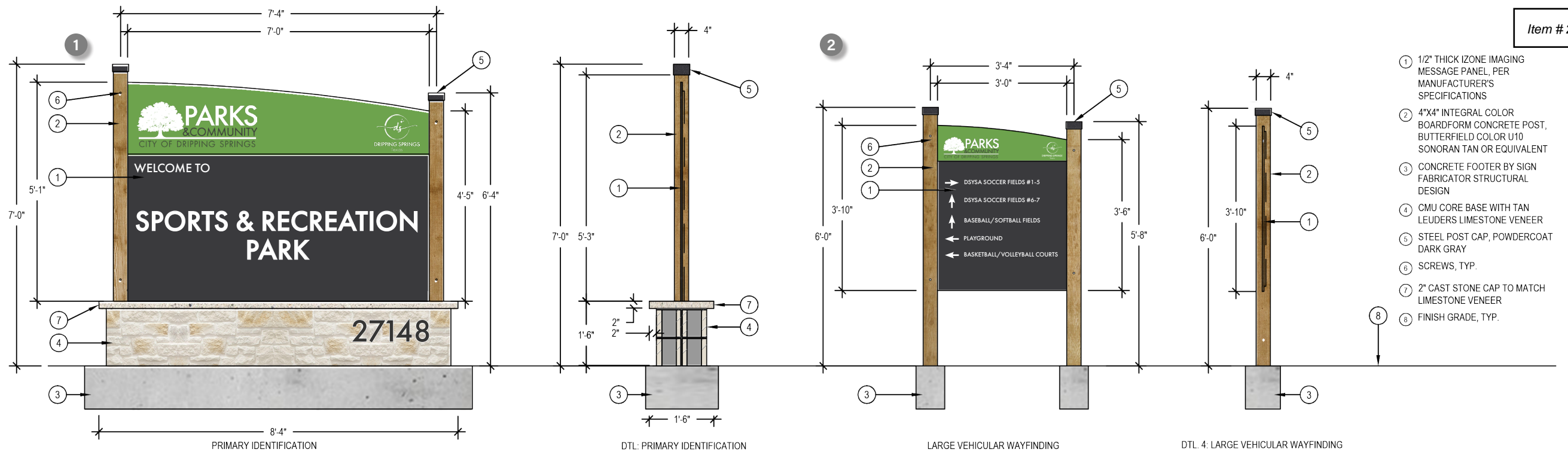
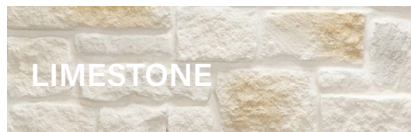
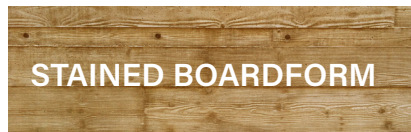
SCALE: 3/8" = 1'-0"

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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Dripping Springs Ranch Park Signage

**MATERIALS**



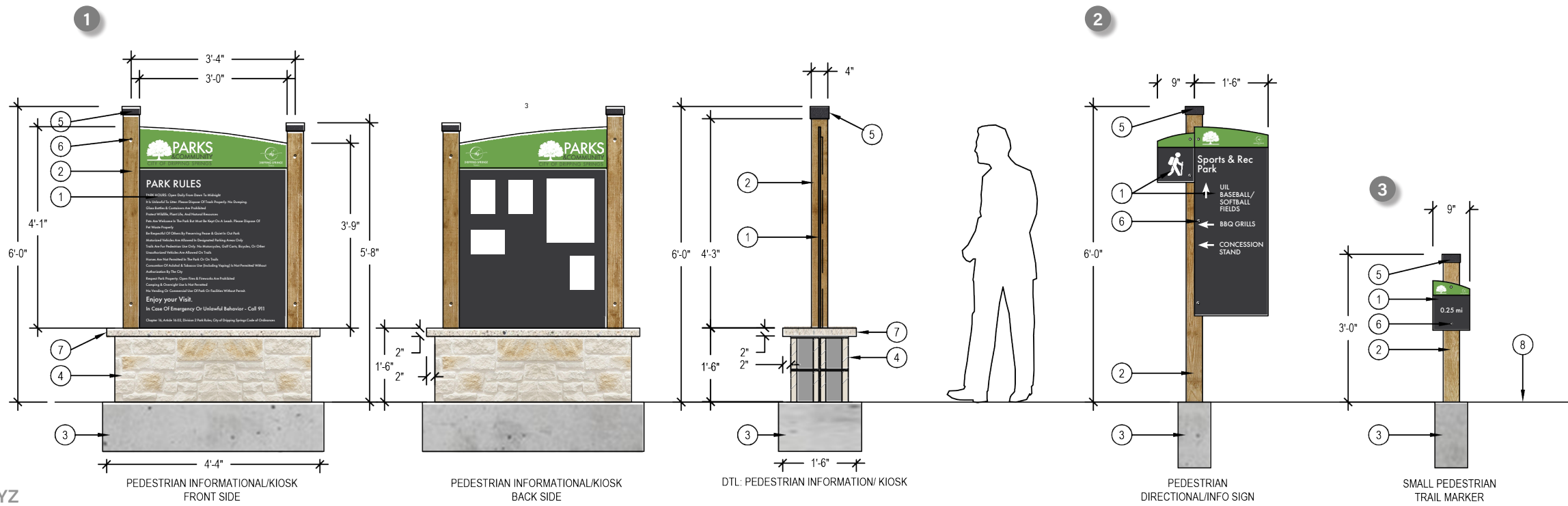
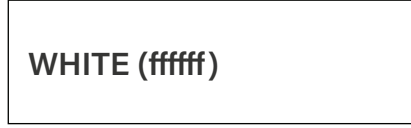
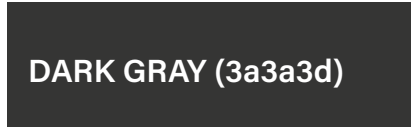
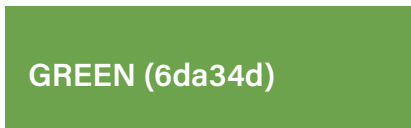
Item # 21.

- ① 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
- ② 4"x4" 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 DARK GRAY
- ⑥ SCREWS, TYP.
- ⑦ 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
- ⑧ FINISH GRADE, TYP.

**1 VEHICULAR IDENTIFICATION SIGNAGE**

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

**IZONE PANEL COLORS**



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- 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.

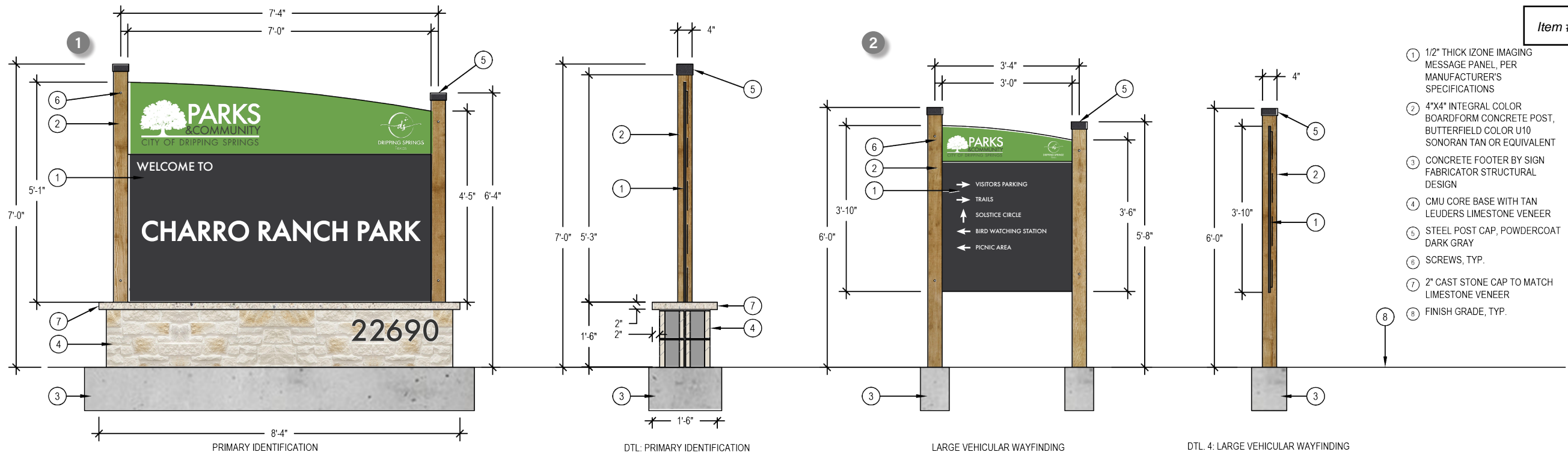
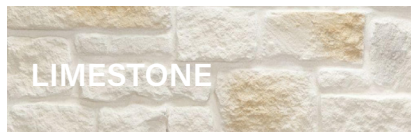
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**Sports and Recreation Park Signage**





**MATERIALS**

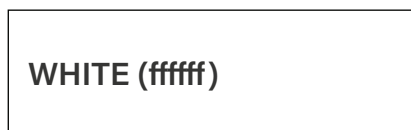
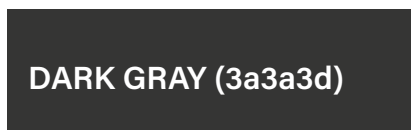
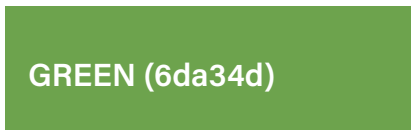


- Item # 21.**
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  - ⑥ SCREWS, TYP.
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**1 VEHICULAR IDENTIFICATION SIGNAGE**

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

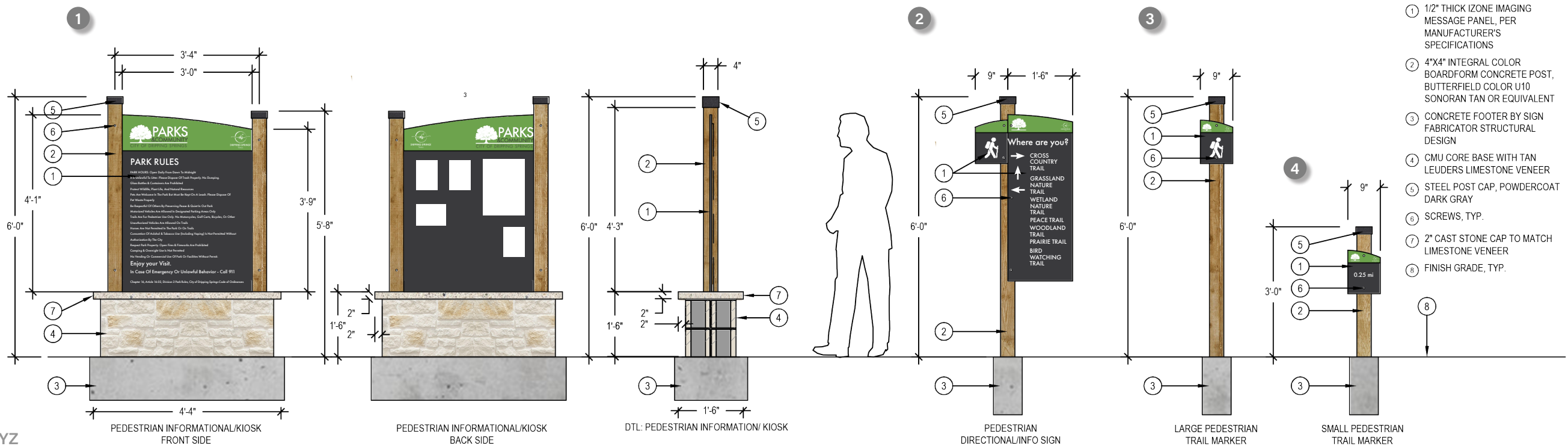
**IZONE PANEL COLORS**



**FONT:**

Futura PT: Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890



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**2 PEDESTRIAN IDENTIFICATION SIGNAGE**

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Charro Ranch Park





CHARRO RANCH  
ENTRANCE MONUMENT SIGN



CHARRO RANCH  
INFO KIOSK



CHARRO RANCH  
INFO SIGNS



CHARRO RANCH  
SOLSTICE CIRCLE INFO SIGN



CHARRO RANCH  
CHIMNEY SWIFT INFO SIGN



CHARRO RANCH  
BLACKJACK OAK INFO SIGN



CHARRO RANCH  
POST OAK INFO SIGN



CHARRO RANCH  
TX PERSIMMON INFO SIGN



CHARRO RANCH  
W. CHINABERRY INFO SIGN



CHARRO RANCH  
BIRD VIEW TRAIL SIGN



CHARRO RANCH  
TRAIL SIGN



CHARRO RANCH  
TRAIL SIGN



CHARRO RANCH  
TRAIL SIGN



CHARRO RANCH  
TRAIL SIGN



CHARRO RANCH  
TRAIL SIGN

Appendix: Sign Inventory Photo Array for Reference

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CHARRO RANCH TRAIL SIGN



CHARRO RANCH TRAIL SIGN



CHARRO RANCH MILE MARKER 0.00



CHARRO RANCH MILE MARKER 0.25



CHARRO RANCH MILE MARKER 0.50



CHARRO RANCH MILE MARKER 0.75



CHARRO RANCH MILE MARKER 1.00



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



VETERANS PARK ENTRANCE MONUMENT SIGN

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Appendix: Sign Inventory Photo Array for Reference





VETERANS PARK  
INFO SIGN (TO REMAIN)



VETERANS PARK  
INFO SIGN (TO REMAIN)



VETERANS PARK  
INFO SIGN (TO REMAIN)



FOUNDERS PARK ENTRANCE  
MONUMENT SIGN (TO REMAIN)



FOUNDERS PARK  
INFO KIOSK



FOUNDERS PARK  
INFO SIGN



FOUNDERS PARK  
INFO MONUMENT (TO REMAIN)



FOUNDERS PARK  
INFO MONUMENT (TO REMAIN)



RANCH PARK ENTRANCE  
MONUMENT SIGN (TO REMAIN)



RANCH PARK  
TRAIL SIGN

Appendix: Sign Inventory Photo Array for Reference

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**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:** February 7, 2023

**Agenda Item Wording:** **Discussion and consider a Resolution adopting an Employee Referral Incentive Pilot Program Policy.** *Sponsor: Councilmember Parks*

**Agenda Item Requestor:** Sherrie Parks

**Summary/Background:** Due to the recent struggles to fill open full time positions and seasonal summer positions such as Lifeguards and Camp Staff, staff is recommending implementing an Employee Referral Incentive Pilot Program. This program will be funded using the savings from the 2023 Salaries line (100-000-60000).

**Recruitment Incentive for Recruiting Employee:**

- \$150 per person who is recruited and starts employment.
- Only for persons who are recruited for employment who haven't worked for the city in the last 3 years.
- Employees who are involved in the recruitment of the position are ineligible.
- Recruitment Incentive is paid to the recruiting employee on the first pay period after the recruited employee begins work.
- Taxable
- No limitation on the number of employees and employee referral incentives

**Sign-On/Retention Incentive for New and Returning Seasonal Employees:**

- \$150 per person for a full-time summer seasonal employee for each season.
- For returning or new summer seasonal employees.
- Sign-on/Retention Incentive is paid on the first check after June 1<sup>st</sup> for returning seasonal employees.
- Sign-on/Retention Incentive is paid on the first check after July 1<sup>st</sup> for new seasonal employees.
- Taxable
- One incentive per fiscal year for returning or new seasonal employees



**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve the Employee Referral Incentive Pilot Program.

**Attachments:** Employee Incentive Pilot Program Resolution  
Memo – Parks Incentive Pilot Program Policy

**Next Steps/Schedule:** Execute the Employee Referral Incentive Pilot Program.

CITY OF DRIPPING SPRINGS  
RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, ADOPTING THE EMPLOYEE REFERRAL PILOT PROGRAM POLICY.

**WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs adopt policies from time to time to assist in the recruitment and retention of regular and seasonal employees; and

**WHEREAS,** the City Council of the City of Dripping Springs finds it to be in the interest of hiring and retaining employees to provide referral and retention pay to employees; and

**WHEREAS,** the City Council finds that it is reasonable and prudent for this policy to be adopted.

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

1. The City Council hereby approves the Employee Referral Pilot Program Policy pursuant to *Exhibit A*, attached.
2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.
3. The City Council directs City staff to work with the Mayor and City Administrator to administer the Pilot Program.

**PASSED & APPROVED this, the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary



## Employee Referral Incentive Pilot Program

---

**Start Date:** March 1, 2023

**End Date:** September 1, 2023

**Purpose:** To provide additional incentive to recruit and retain both seasonal and full-time employees.

### **Employee Referral Program**

For any current city employee who recruits an individual who starts employment with the City on or after March 1, 2023:

- \$150 per person who starts employment
- Only for persons who are recruited for employment who haven't worked for the city in the last 3 years
- Employees who are involved in the recruitment of the position are ineligible
- Recruitment Incentive is paid to the recruiting employee on the first pay period after the recruited employee begins work
- Taxable
- No limitation on the number of employees and employee referral incentives

### **Sign-On/Retention Incentive for New and Returning Seasonal Employees:**

For returning or new summer seasonal employees who returns to employment before or after March 1, 2023:

- \$150 per person for any part-time or full-time summer seasonal employee for each season they return
- For any full-time summer seasonal employee who returns for employment
- Sign-on/Retention Incentive is paid on the first check after June 1st for returning seasonal employees
- Sign-on/Retention Incentive is paid on the first check after July 1st for new seasonal employees
- Taxable
- One incentive per fiscal year for returning or new seasonal employees

Program can be extended or eliminated at any time by City Council.



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

**Submitted By:** Aaron Reed, Public Works Director

**Council Meeting Date:** 02/07/2023

**Agenda Item Wording:** **Discuss and consider approval of the 2023 HDR Master Transportation Services Agreement and Task Orders.** *Sponsor: Councilmember Crow*

**Agenda Item Requestor:** Councilmember Crow

**Summary/Background:** HDR provides the City's Transportation Engineering Services as a consultant. HDR was selected through the RFQ process. City staff wishes to execute an agreement for consultant services for 2023. This item is budgeted and many of the Task Orders associated with this agreement are reimbursable.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** City staff recommends approval.

**Attachments:**

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





## Contract Cover Sheet

<b>Contract Number</b>	HDR02072023
<b>Contractor with Contact Information</b>	HDR <i>Company:</i> Leslie Pollack <i>POC:</i>
	504 Lavaca St., Suite 900 Austin, Texas 78701 <i>Address:</i>
	512-904-3728 <i>Phone Number:</i>
<b>Effective Date</b>	February 07, 2023
<b>Termination Date</b>	February 08, 2025
<b>Renewal/ Termination Notice Date</b>	30 Days
<b>Bid/Quotes/ Budgeted</b>	Budgeted
<b>Finance Review</b>	
<b>Contract Amount</b>	Not to Exceed \$300,000. Determined in accordance with part 4 of each task order.
<b>Department</b>	Public Works/ Planning
<b>Reporting Requirements</b>	<i>Insurance Certificate:</i> <input type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Conflict Disclosure:</i> <input type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>1295 Reporting:</i> <input type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Other Reporting Requirements:</i>
<b>Council Meeting Date (if applicable)</b>	February 07, 2023

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_ 2023, and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and **HDR Engineering, Inc.**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

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

- (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Contractor shall attend meetings of City Council, Transportation Committee, Planning and Zoning Commission and related committee meetings as needed to provide progress reports and drafts of the engineering services.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Performs other related duties as needed.

**2. Scope of Work.** Contractor will provide engineering services in as many task orders as requested by the City. Scope of Services will be provided in each Task Order. Compensation for Engineer's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

**3. Schedule.** Work shall commence upon execution of this agreement and shall be completed within the schedule noted within each task order.

**4. Payment for Services.** The City will compensate Contractor in accordance with the fee and hourly rate structure contained in Contractor's proposal attached and as listed in approved task orders. Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice.

- 5. Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 6. Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Term and Termination.** This Agreement shall be in effect for two (2) years unless extended in writing by both parties. Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party. All services provided by Contractor shall be paid for in accordance with Exhibit "A" if the Agreement is terminated. City will only pay for services provided by Contractor prior to termination.
- 8. Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Exhibit "A" in the HDR Engineering, Inc. Terms and Conditions for Professional Services naming the City as an additional named insured.
- 9. 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 asserted against City to the extent caused by or resulting from an act of negligence or intentional tort of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 11. Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**

City of Dripping Springs  
Attn: City Administrator  
P.O. Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**For the Contractor:**

HDR Engineering, Inc.  
Attn: Justin Word, P.E., Vice President  
504 Lavaca Street, Suite 900  
Austin, Texas 78701

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

- 12. 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, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>
- 13. 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.
- 14. 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.
- 15. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 16. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 17. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

**THE CITY:**  
*City of Dripping Springs*

**CONTRACTOR:**

\_\_\_\_\_  
Michelle Fischer  
City Administrator

\_\_\_\_\_  
HDR ENGINEERING, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham  
City Secretary



**MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER 5**

**THIS AGREEMENT** is made as of this 7th day of February, 2023, between the City of Dripping Springs, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

**SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

**SECTION III. COMPENSATION**

Compensation for ENGINEER’s Services shall be in accordance with Part 4 of each Task Order, and in accordance with paragraph 11 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.” Total compensation for the Task Orders shall not exceed three hundred thousand dollars (\$300,000).

**SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The “HDR Engineering, Inc. Terms and Conditions for Professional Services”, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Dripping Springs  
“OWNER”

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
“ENGINEER”

BY:  \_\_\_\_\_

NAME: Justin Word, P.E.

TITLE: Vice President

ADDRESS: 504 Lavaca Street, Suite 900  
Austin, Texas 78701

**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated \_\_\_\_\_, 20\_\_\_\_, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
“OWNER”

HDR ENGINEERING, INC.  
“ENGINEER”

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**  
**TERMS AND CONDITIONS**



**EXHIBIT A**

**TASK ORDER 1**

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated December 2, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 1

PROJECT NAME: On Call Services

PART 1.0 PROJECT DESCRIPTION:

On Call task order for HDR to provide transportation engineering services for the City of Dripping Springs not assigned to an individual task order. This scope of services presented below is assumed for fee purposes, actual tasks may vary.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

**Project Management and Coordination**

- Coordination with the City of Dripping Springs.
- Project management and administration.

**Project Meetings**

- Attend one (1) Transportation Committee meeting.
- Attend one (1) Planning Commission meeting.

**Direct Expenses - \$50**

PART 3.0 OWNER’S RESPONSIBILITIES:

- N/A

PART 4.0 ENGINEER'S FEE:

**HDR will perform the above scope of work for Task Order 1 for an hourly not to exceed fee of \$5,000.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_



Justin Word, P.E.

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Vice President

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

504 Lavaca St. #900

Austin, TX 78701

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 1 On Call Services**

TASK DESCRIPTION	SR. PROJECT MANAGER	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
Project Management and Coordination	6	5.5	11.5	\$2,200.00
Project Meetings	4		4	\$1,100.00
Transportation Committee Meetings	3		3	\$825.00
Planning Commission Meeting	3		3	\$825.00
City Council Meeting	0		0	\$0.00
<b>HOURS SUB-TOTALS</b>	<b>16</b>	<b>5.5</b>	<b>21.5</b>	
<b>DIRECT LABOR</b>	<b>\$275.00</b>	<b>\$100.00</b>		
<b>TOTAL LABOR COSTS</b>	<b>\$4,400.00</b>	<b>\$550.00</b>		<b>\$4,950.00</b>
<b>SUB-TOTAL</b>				<b>\$4,950.00</b>

DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT
8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00
8 1/2x11 Color Paper Copies	1	Sheet		\$0.00
11x17 B/W Paper Copies	0.15	Sheet		\$0.00
11x17 Color Paper Copies	1.5	Sheet		\$0.00
Turning Movement Counts	50	hour		\$0.00
Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00
Travel Time Runs	200	hour		\$0.00
Mileage	0.625	Per Mile	48	\$30.00
				<b>\$50.00</b>
<b>SUB-TOTAL DIRECT COST</b>				<b>\$50.00</b>
<b>SUB-TOTAL LABOR COSTS</b>				<b>\$4,950.00</b>
<b>TOTAL COST</b>			<b>TOTAL HNTE</b>	<b>\$5,000</b>

## EXHIBIT A

### TASK ORDER 2

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated December 2, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2

PROJECT NAME: QuikTrip TIA Review

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed QuikTrip development, located southeast of US 290 and Sawyer Ranch Road in the City of Dripping Springs.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

#### **Project Management and Coordination - \$2,160**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs and Development Team to obtain available information (i.e. conceptual plans, site plans, etc.).

#### **Project Meetings - \$1,100**

- Attend two (2) Transportation Committee meetings.

#### **TIA Review - \$14,620**

- Review the QuikTrip TIA and provide comments to the City of Dripping Springs.
- Coordinate transportation improvements to be constructed by the development with TxDOT and the City of Dripping Springs.
- Review response to comments and updated QuikTrip TIA (two resubmissions assumed).
- Close out TIA Comments (two resubmissions assumed).
- Prepare a memorandum summarizing TIA results and recommendations.

**Direct Expenses - \$120**

**PART 3.0 OWNER'S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER'S FEE:**

**HDR will perform the above scope of work for Task Order 2 for an hourly not to exceed fee of \$18,000.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_



Justin Word, P.E.

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Vice President

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

504 Lavaca St. #900

Austin, TX 78701



**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 2 QuikTrip TIA Review**

TASK	TASK DESCRIPTION	SR. PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>2</b>	<b>TIA Review</b>						
	Project Management and Coordination	4	4		4	12	\$2,160.00
	Transportation Committee Meetings	4				4	\$1,100.00
	TIA Review	2	8	24		34	\$4,870.00
	Transportation Improvements Coordination	4	4			8	\$1,760.00
	Prepare TIA Comments	4	8			12	\$2,420.00
	Review Reponse to Comments	2	12			14	\$2,530.00
	Review Final TIA	2	4	12		18	\$2,710.00
	Final Memorandum		2			2	\$330.00
	HOOURS SUB-TOTALS	22	42	36	4	104	
	DIRECT LABOR	\$275.00	\$165.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$6,050.00			\$400.00		<b>\$17,880.00</b>
	SUB-TOTAL						<b>\$17,880.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>2</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.625	Per Mile	80	\$50.00		
					<b>\$120.00</b>		
	SUB-TOTAL DIRECT COST						<b>\$120.00</b>
	SUB-TOTAL LABOR COSTS						<b>\$17,880.00</b>
	TOTAL COST					TOTAL HNTE	<b>\$18,000</b>

**EXHIBIT A**

**TASK ORDER 3**

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated December 2, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 3

PROJECT NAME: Cannon Commercial TIA Review

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed Cannon Commercial development, located northwest and northeast of US 290 and Lone Peak Way in the City of Dripping Springs.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

**Project Management and Coordination - \$2,360**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs and Development Team to obtain available information.

**Project Meetings - \$4,950**

- Attend three (3) Development Assistance Working Group meetings.
- Attend two (2) Transportation Committee meetings.
- Attend one (1) Planning Commission meeting.
- Attend one (1) City Council meeting.

**TIA Review - \$16,407**

- Review the Cannon Commercial TIA and provide comments to the City of Dripping Springs.

- Coordinate transportation improvements to be constructed by the development with TxDOT and the City of Dripping Springs.
- Review response to comments and updated Cannon Commercial TIA (two resubmissions assumed).
- Close out TIA Comments (two resubmissions assumed).
- Prepare a memorandum summarizing TIA results and recommendations.
- Review the Offsite Road Agreement and provide comments.

**Direct Expenses - \$282**

**PART 3.0 OWNER’S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER’S FEE:**

**HDR will perform the above scope of work for Task Order 3 for an hourly not to exceed fee of \$24,000.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


City of Dripping Springs

HDR ENGINEERING, INC.

“OWNER”

“ENGINEER”

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BY:   
 NAME: Justin Word, P.E.  
 TITLE: Vice President  
 ADDRESS: 504 Lavaca St. #900  
 Austin, TX 78701

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 3 Cannon Commercial TIA Review**

TASK	TASK DESCRIPTION	SR. PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>3</b>	<b>TIA Review</b>						
	Project Management and Coordination	4	4		6	14	\$2,360.00
	DAWG Meetings	6				6	\$1,650.00
	Transportation Committee Meetings	4				4	\$1,100.00
	Planning Commission Meeting	4				4	\$1,100.00
	City Council Meeting	4				4	\$1,100.00
	TIA Review	2	8	24		34	\$4,870.00
	Transportation Improvements Coordination	8	4			12	\$2,860.00
	Prepare TIA Comments	4	8			12	\$2,420.00
	Review Reponse to Comments	2	12			14	\$2,530.00
	Review Final TIA	2	4	12		18	\$2,710.00
	Final Memorandum / Offsite Road Agreement	2.5	2			4.5	\$1,017.50
	<b>HOURS SUB-TOTALS</b>	<b>42.5</b>	<b>42</b>	<b>36</b>	<b>6</b>	<b>126.5</b>	
	<b>DIRECT LABOR</b>	<b>\$275.00</b>	<b>\$165.00</b>	<b>\$125.00</b>	<b>\$100.00</b>		
	<b>TOTAL LABOR COSTS</b>	<b>\$11,687.50</b>	<b>\$6,930.00</b>	<b>\$4,500.00</b>	<b>\$600.00</b>		<b>\$23,717.50</b>
	<b>SUB-TOTAL</b>						<b>\$23,717.50</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>3</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.625	Per Mile	339	\$211.88		
					<b>\$282.00</b>		
	<b>SUB-TOTAL DIRECT COST</b>						<b>\$282.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>						<b>\$23,717.50</b>
	<b>TOTAL COST</b>					<b>TOTAL HNTE</b>	<b>\$24,000</b>

**EXHIBIT A**

**TASK ORDER 4**

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated December 7, 2022 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME: TIA Guidelines

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in preparation of Traffic Impact Guidelines for TIAs within city limits and ETJ.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

**Project Management and Coordination - \$1,900**

- Coordination with City of Dripping Springs staff throughout the project.

**Project Meetings - \$7,540**

- Present Draft TIA Guidelines to Hays County and TxDOT.
- Present Draft TIA Guidelines to Transportation Committee.
- Present Draft TIA Guidelines to Planning Commission.
- Present Draft TIA Guidelines to City Council.
- Present Final TIA Guidelines to Hays County and TxDOT.
- Present Final TIA Guidelines to Transportation Committee.
- Present Final TIA Guidelines to Planning Commission.
- Present Final TIA Guidelines to City Council.

**TIA Guidelines - \$17,120**

- Research TIA guidelines for other municipalities in the Central Texas Area.



- Draft TIA Guidelines that provide requirements for:
  - TIA Authority
  - TIA Scoping
  - TIA Submission and Approval Timing Requirements
  - TIA Scope and TIA Expirations
  - TIA Technical Guidance
    - Analysis Software
    - Analysis Requirements
    - Turn Lane Analysis
    - Roadway Capacity Guidance
    - Cost Estimation
    - Sight Distance
  - TIA Mitigation Requirements
    - Intersection Improvements
    - Roadway Improvements
    - Relation with Adopted Plans
    - Financial Participation
  - TIA Reporting Requirements
    - Required Content
    - Tables
    - Figures
  - Alternate TIA
    - Review options for Alternate TIAs

**Direct Expenses - \$240**

PART 3.0 OWNER'S RESPONSIBILITIES:

- City of Drippings Springs will review the draft TIA Guidelines.
- City of Dripping Springs will provide guidance on adoption / approval process.

PART 4.0 ENGINEER'S FEE:

**HDR will perform the above scope of work for Task Order 4 for an hourly not to exceed fee of \$26,800.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_



Justin Word, P.E.

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Vice President

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

504 Lavaca St. #900

Austin, TX 78701

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.**

**TO 4 TIA Guidelines**

TASK	TASK DESCRIPTION	SR. PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>4</b>	<b>TIA Guidelines</b>						
	Project Management and Coordination	4			8	12	\$1,900.00
	County/TxDOT Meetings (2)	4	4	1		9	\$1,885.00
	Transportation Committee Meetings (2)	4	4	1		9	\$1,885.00
	Planning Commission Meetings (2)	4	4	1		9	\$1,885.00
	City Council Meetings (2)	4	4	1		9	\$1,885.00
	TIA Guideline Research		4	8		12	\$1,660.00
	Draft TIA Guidelines	12	16	32		60	\$9,940.00
	Final TIA Guidelines	8	8	16		32	\$5,520.00
	HOURS SUB-TOTALS	40	44	60	8	152	
	DIRECT LABOR	\$275.00	\$165.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$11,000.00	\$7,260.00	\$7,500.00	\$800.00		\$26,560.00
	SUB-TOTAL						\$26,560.00

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT	TOTAL HINTE	TOTAL COST
<b>4</b>	8 1/2x11 BW Paper Copies	0.1	Sheet	200	\$20.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 BW Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.625	Per Mile	272	\$170.00		
					<b>\$240.00</b>		
	<b>SUB-TOTAL DIRECT COST</b>						<b>\$240.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>						<b>\$26,560.00</b>
	<b>TOTAL COST</b>					<b>TOTAL HINTE</b>	<b>\$26,800</b>

## EXHIBIT A

### TASK ORDER 5

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 27, 2021 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 5

PROJECT NAME: 2023 TxDOT TA Grants

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the development of two (2) detailed applications for TxDOT Transportation Alternatives grants.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

#### **Project Management and Coordination - \$6,410**

- Coordinate with the City of Dripping Springs to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs to obtain available information and complete required documentation.
- Provide updates on project progress and complete invoicing.

#### **Project Meetings - \$2,970**

- Attend one (1) virtual Transportation Committee Meeting to discuss the TxDOT call for projects.
- Attend one (1) virtual City Council Meeting to discuss the TxDOT call for projects.
- Attend two (2) virtual meetings with the project team and/or City staff to facilitate development of the detailed applications.
- Attend one (1) virtual meeting with the TxDOT Area office to discuss the proposed projects.

**Grant Detailed Applications - \$41,085**

- Develop detailed applications for the following two (2) projects:
  - Sidewalks along Old Fitzhugh Road
  - Sidewalks along RM 12, near Dripping Springs Elementary School and Dripping Springs Ranch Park
- Conduct a field visit to evaluate and document existing conditions.
- Update detailed cost estimates for the proposed projects.
- Create project layout figures to be presented to the public during outreach efforts and help coordinate public involvement events. It is assumed that the City of Dripping Springs will host events, schedule venues, and/or provide a platform for public input on the City's website.
- Present project layouts and applicable cost and improvement information to City Council for approval. One (1) City Council meeting is assumed, as listed in the previous section.
- Complete the TxDOT application form and compile submittal package, including:
  - Develop Attachment A ("Project Location Information"), outlining the project limits and length.
  - Develop Attachment B ("Project Details"), including a project location map, project layout map, site photographs, illustrative typical section figures, bridge details, and write-ups.
  - Develop Attachment C ("Safety Hazards and Countermeasures"), including a Safety Hazard map, Countermeasure map, and additional safety details, and write-ups
  - Develop Attachment D ("Connectivity"), including a Connectivity map and a Gap/Barrier Elimination Map.
  - Attachment E ("Long Distance Bicycle Routes") will not be necessary for either project based on location.
  - Draft Attachment F ("Project Sponsor Resolution"), to obtain signed resolutions by City Council, Planning and Zoning Commission, Transportation Committee, Emergency Management Commission, and Parks and Recreation Commission. The City of Dripping Springs will review and finalize the resolutions and coordinate with the various City officials and commissions to obtain approvals.
  - Compile Attachment G ("Public Outreach and Support"), which will provide documentation of public involvement and property owner outreach related to the pro-



ject as well as letters of support from stakeholders for the project. The City of Dripping Springs will provide a public involvement platform and notice of project details to City residents. The City will identify adjacent property owners and coordinate project details with property owners. The City will obtain letters of support for the project from stakeholders.

- Develop Attachment H (“Maintenance Documentation”), confirming maintenance of the completed project by the City or identifying the party responsible for maintenance.
- Develop Attachment I (“Local Planning”), identifying any local transportation plans or DSISD hazardous routes that coincide with the proposed project, if applicable.
- Develop Attachment J (“MPO TIP Letter”), providing support for the project and an agreement to integrate the project into the agency’s overall plan from both Capital Area Metropolitan Planning Organization (CAMPO) and Capital Area Council of Governments (CAPCOG). The City will help coordinate between CAMPO and CAPCOG.
- Develop Attachment K (“Environmental Documentation”), including a completed Work Plan Development form and supporting documentation.
- Develop Attachment L (“Property/Ownership/Acquisition”), documenting property ownership (from HaysCAD), encroachments, and/or a letter of consent signed by the TxDOT District Engineer (if project is within TxDOT Right-of-Way). The City will verify property ownership information.
- Develop Attachment M (“Signal, Beacons, and School Zones”), documenting the need and application of signals, beacons, and school zones, if applicable.
- Attachment N (“RR Right-of-Entry/Support Letter”) will not be necessary for either proposed project based on location.
- Develop Attachment O (“Project Timeline”), estimating the number of months it will take to complete the project from application through construction.
- Develop Attachment P (“Preliminary Engineering Costs”), estimating the Plans, Specifications, and Estimate (PS&E) costs in addition to Environmental Costs. The City will review and approve the PS&E and Environmental Costs

### **30% Design Plans Update- \$33,525**

- Update 30% plans for the following project:
  - Sidewalks along RM 12, near Dripping Springs Elementary School and Dripping Springs Ranch Park

- Updated 30% plans developed for the detailed application will include a cover sheet, layout sheets with annotations, typical section sheets, and technical detail sheets.

**Direct Expenses - \$185**

**PART 3.0 OWNER’S RESPONSIBILITIES:**

- City will schedule and attend meeting with TxDOT.
- City will finalize project resolutions and obtain approvals from City Council, Planning and Zoning Commission, Transportation Committee, Emergency Management Commission, and Parks and Recreation Commission.
- City will provide a public involvement platform and notice of project details to City residents.
- The City will identify adjacent property owners and coordinate project details with property owners. The City will obtain letters of support for the project from stakeholders.
- City of Dripping Springs will review and approve the application.

**PART 4.0 ENGINEER’S FEE:**

**HDR will perform the above scope of work for Task Order 5 for an hourly not to exceed fee of \$84,175.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

“OWNER”

“ENGINEER”

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

ADDRESS:

ADDRESS:



Justin Word, P.E.

Vice President

504 Lavaca St. #900

Austin, TX 78701

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

TO 5 2023 TxDOT TA Grants

TASK	TASK DESCRIPTION	SR. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SR. CADD TECHNICIAN	GRAPHIC DESIGNER I	SENIOR ENVIRONMENTAL ENGINEER	ENVIRONMENTAL SCIENTIST	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
5	Project Management and Coordination	18		4						8	30	\$6,410.00
	<b>Project Meetings</b>											
	Transportation Committee Meeting (1)	3									3	\$825.00
	City Council Meeting (1)	3									3	\$825.00
	Team Meetings (2)	2		2							4	\$880.00
	TxDOT Meeting (1)	1		1							2	\$440.00
	<b>Detailed Applications</b>											
	Field Visit	4		4	4						8	\$1,160.00
	Cost Estimates	40		40							40	\$6,600.00
	Public Involvement Graphics & Coordination	5		5			20				29	\$4,125.00
	Attachment A ("Project Location Information")	1		1							1	\$165.00
	Attachment B ("Project Details")	10		10	10		16				36	\$4,660.00
	Attachment C ("Safety Hazards and Countermeasures")	2		2	16						18	\$2,330.00
	Attachment D ("Connectivity")	2		2	16						18	\$2,330.00
	Attachment E ("Project Sponsor Resolution")	1		2	2						5	\$855.00
	Attachment F ("Public Outreach and Support")	4		2	2						8	\$1,680.00
	Attachment G ("Maintenance Documentation")	1		1	2						4	\$580.00
	Attachment H ("Local Planning")	2		2	2						6	\$810.00
	Attachment I ("MPO TIP Letter")	1		1							2	\$270.00
	Attachment J ("Environmental Documentation")	4		2	1			4	32		36	\$4,640.00
	Attachment K ("Property/Ownership/Acquisition")	1		1							2	\$270.00
	Attachment L ("Signal, Beacons, and School Zones")	4		4	4						12	\$1,620.00
	Attachment M ("Preliminary Engineering Costs")	4		4	4						12	\$1,620.00
	OC	8		8	8						16	\$2,320.00
	Application Form	8		8	2						18	\$3,770.00
	Application Compiling and Review											
	<b>30% Design Plans Update</b>											
	Layout Sheets	1		40							121	\$19,675.00
	Detail Sheets	1		8							25	\$4,155.00
	Typical Sections	1		16							33	\$5,475.00
	OC	4		4							24	\$4,220.00
	<b>HOURS SUB-TOTALS</b>	51	12	174	67	128	36	4	32	8	512	
	<b>DIRECT LABOR</b>	\$275.00	\$250.00	\$165.00	\$125.00	\$160.00	\$110.00	\$200.00	\$120.00	\$100.00		
	<b>TOTAL LABOR COSTS</b>	\$14,025.00	\$3,000.00	\$28,710.00	\$8,375.00	\$20,480.00	\$3,960.00	\$800.00	\$3,840.00	\$800.00		\$83,990.00
	<b>SUB-TOTAL</b>											\$83,990.00

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT	TOTAL LABOR COST
4	8 1/2X11 B/W Paper Copies	0.1	Sheet	200	\$20.00	
	8 1/2X11 Color Paper Copies	1	Sheet	50	\$50.00	
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00	
	11x17 Color Paper Copies	1.5	Sheet		\$0.00	
	Turning Movement Counts	50	hour		\$0.00	
	Roadway Tube (per counter/24 Hours)	200	each/day		\$0.00	
	Travel Time Runs	200	hour		\$0.00	
	Mileage	0.625	Per Mile	184	\$115.00	
	<b>SUB-TOTAL DIRECT COST</b>				\$185.00	
	<b>SUB-TOTAL LABOR COSTS</b>				\$83,990.00	
	<b>TOTAL COST</b>				\$84,175	





# DRIPPING SPRINGS Texas

## City of Dripping Springs FY 2024 Tax Rate & Budget Adoption Important Dates & Deadlines

Approved by Council:

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, Boards, Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2024. Calendar

activities in RED note deadlines for staff & City Council, and Public Notifications. The Finance Director will coordinate with City Administration, the City Attorney and City Secretary regarding all notices, ordinances and resolutions as adopted, to include filing the proper documents with County and State Entities. The City Council will hold the following meetings regarding the Tax Rate and Budget Adoption:

- June 06, 2023: Budget Workshop
- June 20, 2023: Budget Workshop
- July 05, 2023: Budget Workshop
- July 18, 2023: Budget Workshop
- August 01, 2023: Budget Workshop
- August 15, 2023: Budget Workshop, Set Proposed Tax Rate, and Discussion
- September 05, 2023: Budget Workshop, Public Hearings on Tax Rate and Budget, and Possible Adoption of the Budget\*
- September 19, 2023: Adoption of Approved Budget and Tax Rate, and Ratification of Tax Rate\*\*

*\*The Council may choose to either adopt the budget or postpone adoption to the following meeting on September 19, 2023.*

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

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

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

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





**DRIPPING SPRINGS**  
Texas

## City of Dripping Springs

### FY 2024 Tax Rate & Budget Adoption

#### Important Dates & Deadlines

February 7, 2023	City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process
April 14, 2023	City Staff Department Budget Requests Due (includes individual staff member requests submitted to supervisors and IT related requests)
May 5, 2023	Board, Commission and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads
June 6, 2023	City Council Budget Workshop
June 20, 2023	City Council Budget Workshop
July 5, 2023	City Council Budget Workshop
July 18, 2023	City Council Budget Workshop
August 1, 2023	City Council Budget Workshop
August 4, 2023	Finance Director files Proposed Budget with City Secretary
August 15, 2023	City Council Budget Workshop, Set Proposed Tax Rate, and Discussion
August 24, 2023	Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings <i>(Submit for publication August 18, 2023)</i>
	Begin Continuous Notice of Proposed Tax Rate on City Website with Public Hearing Dates for Budget and Tax Rate Hearing, and Notice of Tax Rate
September 5, 2023	City Council Budget Workshop – Public Hearings on Tax Rate and Budget <i>(Must take action to either adopt or postpone adoption of the Budget to the September 19, 2023 City Council meeting)</i>
September 19, 2023	City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate
September 20, 2023	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
September 28, 2023	Publication of Notice of Approved Tax Rate and Budget <i>(Submit for publication on September 21, 2023)</i>

# February 2023



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
			Historic Preservation Commission Budget Discussion	**Staff obtain proper budget request forms from Finance Director
6	7	8	9	10
Parks & Recreation Commission Budget Discussion	<b>CC Meeting: Budget Presentation &amp; Budget Calendar Approval</b>			
13	14	15	16	17
TIRZ Board Budget Discussion  Founders Day Commission Budget Discussion			Farmers Market Committee Discussion  Emergency Management Commission Budget Discussion	
20	21	22	23	24
		Economic Development Committee Budget Discussion		<b>Departmental IT budget requests due to City Administrator</b>
27	28			
Transportation Committee Budget Discussion				

## Budget Activities

- Finance Director provides necessary budget information and request forms to develop individual and department budget requests.
- Staff begins meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff department heads review IT related software and equipment requests with City Administrator & Finance Director and determine any additional costs related to infrastructure. Requests due to City Administrator & Finance Director by February 24<sup>th</sup>.

*\*\*Dates may vary according to progress*

# March 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
		DSRP Board Budget Discussion	Historic Preservation Commission Budget Discussion	HOT Grant Application Available
 <i>Staff review draft budget requests with supervisors and Finance Director</i>				
6	7	8	9	10
Parks & Recreation Commission Budget Discussion				
 <i>Staff review draft budget requests with supervisors and Finance Director</i>				
13	14	15	16	17
TIRZ Board Budget Discussion  Founders Day Commission Budget Discussion			Farmers Market Committee Budget Discussion	
20	21	22	23	24
		Economic Development Committee Budget Discussion	Emergency Management Commission Budget Discussion	
27	28	29	30	31
Transportation Committee Budget Discussion				

## **Budget Activities**

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

# April 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
Parks & Recreation Commission Budget Discussion		DSRP Board Budget Discussion	Historic Preservation Commission Budget Discussion	
10	11	12	13	14
TIRZ Board Budget Approve Recommendation Founders Day Commission Budget Discussion				
17	18	19	20	21
			Farmers Market Committee Approve Recommendation Emergency Management Commission Approve Recommendation	City Staff Department Budget Requests Due (Includes individual staff requests)
24	25	26	27	28
Transportation Committee Approve Recommendation		Economic Development Committee Approve Recommendation		
← City Administration Budget Development →				

## Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- City Staff continues developing individual and department budget requests and updates them with feedback provided by City Administrators and Finance Director. Due by April 21<sup>st</sup>.
- City Administrator & Finance Director work with vendors and staff on options and costs for IT related expenses.

# May 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
Parks & Recreation Commission Approve Recommendation		DSRP Board Approve Recommendation	Historic Preservation Commission Approve Recommendation	Board, Commission, Committee, & Council Member Budget Recommendations Due
← City Administration Budget Development →				
8	9	10	11	12
Founders Day Commission Approve Recommendation				
← City Administration Budget Development →				
15	16	17	18	19
← City Administration Budget Development →				
22	23	24	25	26
← Budget Review w/Mayor →				
29	30	31		
← Budget Review w/Mayor →				

## Budget Activities

- All board, commission, committee, and council member recommendations due to Finance Director by May 6<sup>th</sup>, except for the Founders Day Commission Recommendation, which is due May 8<sup>th</sup>.
- City Administrators and Finance Director draft proposed budget and review with staff and council members as necessary.
- City Administrators and Finance Director begin budget review with the Mayor.



# June 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
				<b>HOT Grant Program Recommendation Due</b>
5	6	7	8	9
	<b>CC Meeting: Budget Workshop</b>			
12	13	14	15	16
19	20	21	22	23
	<b>CC Meeting: Budget Workshop</b>			
26	27	28	29	30

## **Budget Activities**

- City Administrators & Finance Director continue discussion with Mayor to finalize budget for filing.
- City Council holds 1<sup>st</sup> budget workshop to review and discuss proposed budget on June 6<sup>th</sup>.
  - Review of Budget Process - Presentation of Draft Budget to be Filed – Review of Assumptions
- City Council holds 2<sup>nd</sup> budget workshop to review and discuss proposed budget on June 20<sup>th</sup>.
  - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds

July 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
		CC Meeting: Budget Workshop		
10	11	12	13	14
17	18	19	20	21
	CC Meeting: Budget Workshop			
24	25	26	27	28
31				

### ***Budget Activities***

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 3<sup>rd</sup> Budget Workshop on July 5<sup>th</sup>.
  - Review of Wastewater, Utilities, Impact Fees, & TWDB Project
- City Council holds 4<sup>th</sup> Budget Workshop on July 18<sup>th</sup>.
  - Review of Parks (General Fund), DSRP, Parkland Dedication, Parkland Development, & HOT

# August 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
	CC Meeting: Budget Workshop			File Proposed Budget with City Secretary and Post on Website
7	8	9	10	11
14	15	16	17	18
	CC Meeting: Budget Workshop  Set Proposed Tax Rate			
21	22	23	24	25
			Publication of Proposed Tax Rate & Budget Public Hearings Begin Continuous Notice on City website	
28	29	30	31	

## Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 5<sup>th</sup> Budget Workshop on August 1<sup>st</sup>.
  - Review of Parks (General Fund), DSRP, Parkland Dedication, Parkland Development, & HOT
- Finance Director files proposed budget with City Secretary.
- City Secretary posts proposed budget on city website and copy given to Receptionist for public review.
- City Council holds 6<sup>th</sup> Budget Workshop on August 15<sup>th</sup>.
- City Council Sets Proposed Tax Rate on August 15<sup>th</sup>.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on August 17<sup>th</sup> for publication on August 24<sup>th</sup>.
- City Secretary begins continuous notification of public hearings on City website on August 24<sup>th</sup>.

# September 2023

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
4	5	6	7	8
	<b>CC Meeting: Budget Workshop</b>  <b>Public Hearing on Tax Rate &amp; Budget</b>			
11	12	13	14	15
18	19	20	21	22
	<b>CC Meeting: 2<sup>nd</sup> Public Hearing on Tax Rate &amp; Budget</b>  <b>Budget Adoption</b>  <b>Tax Rate Ratification &amp; Adoption</b>	<b>Publication of Tax Rate &amp; Budget on City website</b>  <b>File Tax Rate &amp; Budget with County and State Entities</b>		
25	26	27	28	29
			<b>Publication of Notice of Approved Tax Rate &amp; Budget</b>	

## Budget Activities

- City Council holds 7<sup>th</sup> Budget Workshop on September 5<sup>th</sup>.
- City Council holds Public Hearings for proposed Tax Rate and Budget on September 5<sup>th</sup>.
- City Council adopts Budget and Tax Rate on September 19<sup>th</sup>.
- Finance Director prepares Approved Budget for Fiscal Year 2024 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on September 21<sup>st</sup> for publication on September 28<sup>th</sup>.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.

**Emergency Management Legal Q&A Prepared by TML Staff Questions? Contact Evelyn Njuguna, Assistant General Counsel, at [evelyn@tml.org](mailto:evelyn@tml.org) Updated March 13, 2020**

**Q. What is the process for procuring goods or services during or after a disaster?**

A. Generally, a city must competitively procure goods or services that require an expenditure of more than \$50,000. Tex. Local Gov't Code §252.021(a). However, state law allows a city to procure goods or services without following a competitive procurement process if: (1) the procurement is made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the city's residents or to preserve the property of the city; (2) the procurement is necessary to preserve or protect the public health or safety or the city's residents; or (3) the procurement is necessary because of unforeseen damage to public machinery, equipment or other property. Id. §252.022(a)(1)-(3). 14 Although Section 252.022 of the Local Government Code relieves the city from complying with the regular competitive procurement process, it does not exempt the city from complying with the requirements related to performance and payment bonds. Performance bonds are required for construction projects that exceed \$100,000, and payment bonds are required for construction projects that exceed \$50,000. Tex. Gov't Code §2253.021.

**Q. Are purchases made in response to a disaster eligible for reimbursement?**

A. To be eligible for reimbursement, purchases made by a city must comply with federal procurement laws. Although a city may procure goods and services without competitive bidding as an emergency under state law, such exception does not necessarily result in compliance with federal procurement rules. Federal law may be more stringent than state law with respect to procurement and emergency exceptions. The Federal Emergency Management Agency's (FEMA) Procurement Disaster Assistance Team (PDAT) provides assistance with adhering to federal procurement standards and FEMA policies and guidance associated with FEMA's Public Assistance grants. If a city plans on filing a reimbursement claim with FEMA, the city should work with FEMA and its city attorney to competitively procure goods and services in accordance with federal regulations to reduce the likelihood of disallowance of such claim.



Work Order #	Title	WO Status
00159	Re chlorination repair	New Work Order
00160	Clear Draft Tubes	Completed
00161	Clean Blower Filters	Completed
00162	Mercer St. banner swap	Completed
00163	Install Power Strip WWTP	Completed
00164	Desk relocation	Completed
00165	Repair Little Library	Completed
00166	New locks	Completed
00167	Prepare the pool and pavilion for paint	Completed
00168	On Monday morning, Jan. 9th, in preparation for pa	Completed
00169	Finish the caulking on the new pump room door befo	Completed
00170	Mule Battery	Completed
00171	New Water Meters	Completed
00172	Oil change	Completed
00173	Sparky	Completed
00174	Collection tank plumbing	Completed
00175	Looks like port a potties were tipped over. I don	Completed
00176	Set Water Meters	Void
00177	Install Hose Bib	New Work Order
00178	Inspection	Completed
00179	Kubota Canopy	Completed
00180	Message boards: No Burning 01/12/2023 Critical F	Completed
00181	Pot hole, Founders	New Work Order
00182	Pot Hole repair	Completed
00183	Weeds	Completed
00184	Standing water in Mens Restroom	Completed
00185	14' trailer running lights not working	New Work Order
00186	Clean up	Completed
00187	PW002-3000-Oil Change	Completed
00188	Boxes	Completed
00189	Water leak	New Work Order
00190	Replace basketball nets.	Completed
00191	Remove sign	Completed
00192	Doors need painting.	New Work Order
00193	Move file cabinet from hallway to Finance Office	Completed
00194	Please pick up the cones around the pavilion area.	Completed
00195	Replace and install a new outlet on the pump room	Completed
00196	Ranch House A/C Filter Change	Completed
00197	Securing sheds	Completed
00198	The City Secretary's Office electrical	New Work Order
00199	PW001 cleaning	Completed
00200	Build paint shed	New Work Order
00201	Transfer Switch Exercise	New Work Order

00202	Please remove post near playground.	Completed
00203	Repair Driftwood Ball Valve	New Work Order
00204	Old Fitz Cleanout	New Work Order
00205	Stop Sign repairs	Completed
00206	MD003 Drop off at Truck City Ford	In Progress
00207	MD006 Drop off at Chuck Nash	In Progress
00208	Clean/snake kitchen sink. It smells.	Completed
00209	American flags moved to half-staff	Completed
00210	Weeds	Completed
00211	Toilet tank cracked in men's restroom in lobby	Completed
00212	Something inside mule electrical system is drainin	Completed
00213	Ranch house septic	Completed
00214	Clean Out Ditch	Completed
00215	Picture frames to be put up	New Work Order
00216	Install blinds if City Hall offices	New Work Order
00217	Field 24 repair	Completed
00218	Move Planning Dept. boxes of documents	Completed
00219	Move beige file cabinet	Completed
00220	ROW Trash pick up	New Work Order
00221	ROW trash and debris pick-up	New Work Order
00222	Decant Pump	New Work Order
00223	Office Lights	New Work Order

Maintenance and Facility Work Order Report  
Januray 2023

Priority	Origin	Source Asset	Source User
Medium - 3-7 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Billy Stevens
Medium - 3-7 days	Non-PM		Andrew Thompson
Spare Time	Non-PM		Billy Stevens
Medium - 3-7 days	Non-PM		Gray Lahrman
Low - 7-15 days	Non-PM		John Hill
Low - 7-15 days	Non-PM	EM-Wanco-MsgBrd	Sonny Garza
High - 1-3 days	Non-PM		John Hill
High - 1-3 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM	WW-Kawasaki-UTV	Gray Lahrman
High - 1-3 days	Non-PM		Billy Stevens
Medium - 3-7 days	Non-PM	PW002 - 2022 Chevy 1500	John Hill
Medium - 3-7 days	Non-PM	AD001 - 2014 Chevy Spark	Sonny Garza
Medium - 3-7 days	Non-PM		Robert Hutson
Critical - ASAP	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Billy Stevens
Medium - 3-7 days	Non-PM		Gray Lahrman
Low - 7-15 days	Non-PM	PCS-SurePull-Gooseneck	Andrew Thompson
Medium - 3-7 days	Non-PM	WW-Kabota-Mower	Billy Stevens
Critical - ASAP	Non-PM	EM-Wanco-MsgBrd	John Hill
Medium - 3-7 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM	PW-Carry-14'Trlr	Sonny Garza
Low - 7-15 days	Non-PM		Andrew Thompson
	PM	PW002 - 2022 Chevy 1500	John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Low - 7-15 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM	PW001 - 2019 Ford F-150	John Hill
Low - 7-15 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Gray Lahrman

Low - 7-15 days	Non-PM		Sonny Garza
Critical - ASAP	Non-PM		Billy Stevens
Low - 7-15 days	Non-PM		Billy Stevens
Critical - ASAP	Non-PM		Robert Hutson
Low - 7-15 days	Non-PM	MD003 - 2019 Ford F-150	Craig Rice
Medium - 3-7 days	Non-PM	MD006 - 2022 GMC 2500	Craig Rice
Low - 7-15 days	Non-PM		Craig Rice
Critical - ASAP	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	PCS-Kawasaki-UTV1	Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Billy Stevens
Low - 7-15 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Critical - ASAP	Non-PM		Billy Stevens
High - 1-3 days	Non-PM		Billy Stevens

Assigned	Expected
01/03/2023 07:24:00 AM	
01/03/2023 08:22:00 AM	
01/03/2023 08:30:00 AM	
01/03/2023 08:08:00 AM	
01/03/2023 09:07:00 AM	
01/03/2023 12:53:00 PM	
01/04/2023 09:04:00 AM	
01/04/2023 10:25:00 AM	
01/04/2023 04:54:00 PM	
01/04/2023 04:57:00 PM	
01/04/2023 04:57:00 PM	
01/05/2023 08:03:00 AM	
01/06/2023 10:22:00 AM	01/09/2023 10:00:00 AM
01/06/2023 10:41:00 AM	
01/06/2023 11:12:00 AM	
01/10/2023 10:20:00 AM	
01/10/2023 07:38:00 AM	
01/10/2023 07:42:00 AM	
01/10/2023 04:30:00 PM	
01/11/2023 08:52:00 AM	
01/11/2023 10:44:00 AM	
01/12/2023 07:41:00 AM	
01/12/2023 04:21:00 PM	
01/13/2023 07:59:00 AM	
01/13/2023 09:22:00 AM	
01/13/2023 09:24:00 AM	
01/13/2023 09:31:00 AM	
01/13/2023 11:58:00 AM	01/20/2023 11:59:00 PM
01/13/2023 03:53:00 PM	
01/13/2023 04:00:00 PM	
01/17/2023 07:52:00 AM	
01/17/2023 07:53:00 AM	
01/17/2023 09:29:00 AM	
01/17/2023 03:13:00 PM	
01/17/2023 03:03:00 PM	
01/17/2023 03:04:00 PM	
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01/18/2023 09:40:00 AM	
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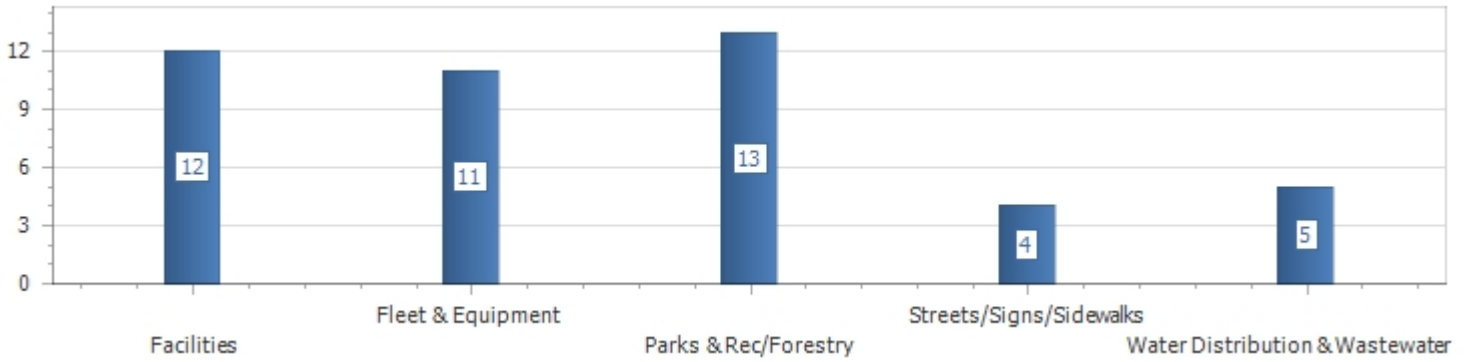


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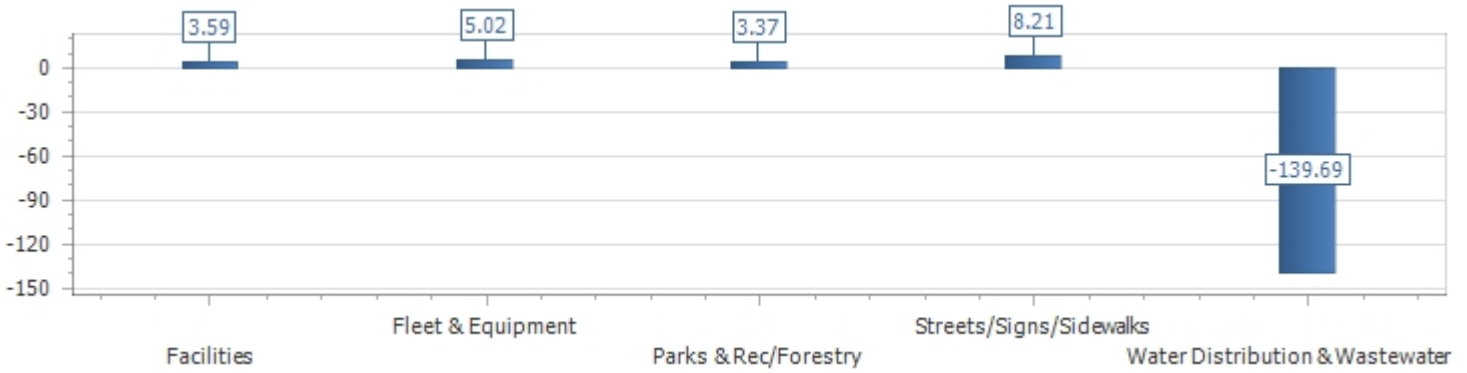
# Completed WOs by Site Analysis

Date Printed: 02/01/2023

## Total



## Average days to close



Site	Total	Average days to close
Facilities	12	3.59
Fleet & Equipment	11	5.02
Parks & Rec/Forestry	13	3.37
Streets/Signs/Sidewalks	4	8.21
Water Distribution & Wastewater	5	-139.69

## Report Parameters

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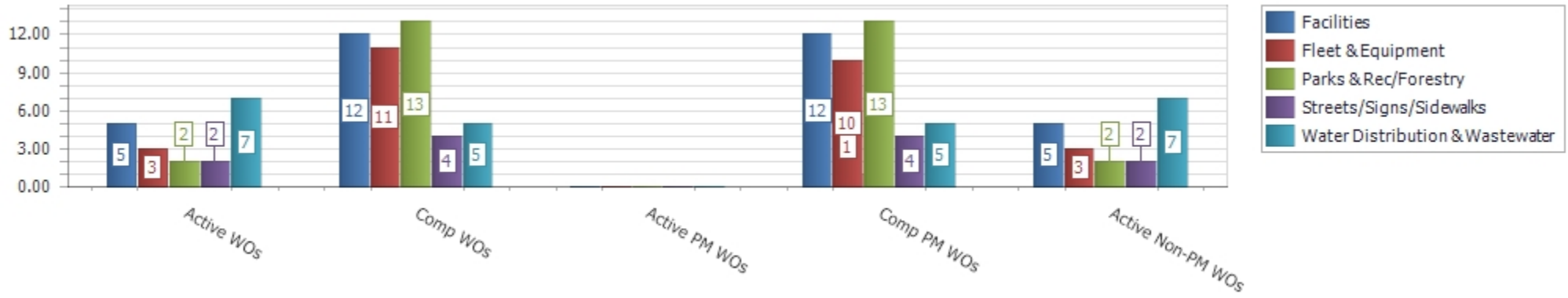
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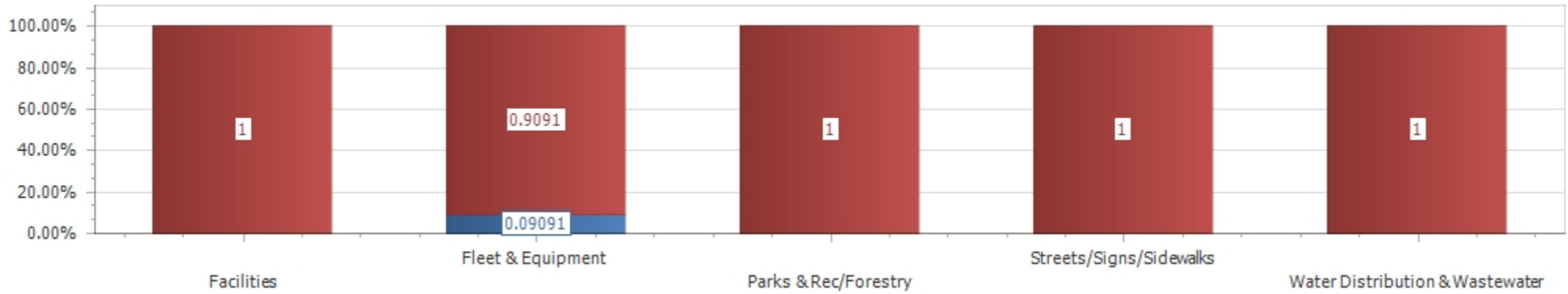
# Site Comparison

Date Printed: 02/01/2023

Item # 26.  
Page 1 of 2



## PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	5	12	0	0	5	12	163.72	10.50	9.63	0.62
Fleet & Equipment	Dripping Springs	3	11	0	1	3	10	472.82	22.50	33.77	1.61
Parks & Rec/Forestry	Dripping Springs	2	13	0	0	2	13	426.21	21.77	28.41	1.45
Streets/Signs/Sidewalks	Dripping Springs	2	4	0	0	2	4	293.06	22.00	48.84	3.67
Water Distribution & Wastewater	Dripping Springs	7	5	0	0	7	5	51.07	7.25	4.26	0.60

## Report Parameters

Filter:

Search:

# Site Comparison

Item # 26.

Date Printed: 02/01/2023

Page 2 of 2

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [ Originated ] Between '01/01/2023' And '01/31/2023'

Tags:

<i>Ongoing Projects</i>	
<b>Comprehensive Plan</b>	<b>Meetings with DTJ</b>
<b>Cannon East</b>	<b>Back and forth conversations between the City and Developer. Workshop with P&amp;Z on February 28th.</b>
<b>Cannon Mixed-Use</b>	<b>DAWG Meeting Thursday, December 8</b>



ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	Under Review
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0008 Patriot's Hall Phase 1B	ETJ	231 Patriots Hall Blvd	New Patriot's Hall event building with parking, infrastructure and water quality	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Under Review
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Waiting on resubmittal
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Waiting on resubmittal
SD2022-0022 Belterra Medical Office	ETJ	164 Belterra Village Way	Medical office building with associated parking, sidewalk, utility and drainage improvements	Waiting on resubmittal
SD2022-0023 Christian Automotive	ETJ	100 N. Canyonwood Drive	Construction of an approximately 6,000 square feet of light automotive facility	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Approved w/ Conditions
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Waiting on resubmittal
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Approved w/ Conditions
SD2022-0029 Headwaters Commercial East Phase 1 SP	CL	Headwaters Blvd.	Development of a preschool with associated utility infrastructure, storm infrastructure, parking lot improvements, and a water quality/detention pond that accounts for future developments	Waiting on resubmittal
SD2022-0030 Fire Station 62	ETJ	15850 FM 1826	Renovation of existing fire station and addition of paving around west side of building.	Approved w/ Conditions
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0032 Driftwood Ranch Clubhouse	ETJ	17901 FM 1826	Clubhouse buildings and parking	Under Review
SD2022-0033 Hays County ESD EMS Station 72 - Heritage Oaks	ETJ	1 Heritage Oaks Drive	New ESD EMS Station	Approved w/ Conditions
SD2022-0035 100 Daisy Lane Site Plan	ETJ	100 Daisy Lane	A metal building for manufacturing, office, storage, tasting room for a distillery and associated paving	Approved w/ Conditions
SD2022-0036 Hays County ESD EMS Station 73 - RR 12	ETJ	31331 RR 12	New ESD EMS Station	Approved w/ Conditions
SD2022-0037 Burlebo	ETJ	149 American Way	Warehouse/office for business and distribution operation of Burlebo	Under Review
SD2022-0038 CAK Capital Office Building	CL	28496 Ranch Road 12	Site improvements for future detached office building	Under Review
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Waiting on resubmittal
SD2022-0040 WTCPUA Elevated Storage Tank	ETJ	304 Old Stone Road	12" waterline extension, access drive, natural vegetative filer areas, and a million gallon elevated	Waiting on resubmittal
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Waiting on resubmittal
SD2023-0001 Arrowhead Ranch Offsite Wastewater Extension	CL	Arrowhead Ranch	To connect the existing wastewater improvements from Arrowhead to the City wastewater system.	Under Review
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	Construction of a 13,908 sqft building with accompanying site improvements	Under Review
SD2023-0003 Dutch Bros Coffee	ETJ	12400 US Hwy. 290	New construction of a 950 SF drive-through coffee store with surface parking and drive through lane.	Under Review

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of existing old house, addition of 3 portable buildings and pavilion; additional parking	Under Review
SD2023-0005 DGRC Creek Phase 1 WQ Pond Revision	ETJ	Thurman Roberts Way	A revision to the existing pond on site	Under Review
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic paving, drainage and utilities.	Under Review

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2021-0071 Cannon Ranch OffSite Waterline	CL	Cannon Ranch Road	The construction of an offsite waterline that is approximately 4 acres	Approved with conditions
SUB2021-0073 Hardy Preliminary Plat	CL	2901 W US 290	41 Residential lots on 39.341	In Administrative Completeness
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	In Administrative Completeness
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Approved with conditions
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Approved with conditions
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0017 Rob Shelton - Cannon	CL	Rob Shelton Boulevard	Construction Plans	Approved
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0030 Burke Subdivision, Lot 1A Replat		20650 FM 150	From one lot to two lots	Approved with conditions
SUB2022-0031 Patriots Hall AP	ETJ	231 Patriots Hall Blvd	Combining the existing 4 lots into 1 lot	Waiting for Resubmittal
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Waiting for Resubmittal
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	In Administrative Completeness
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of which are residential and 1 will be landscaping	Waiting for Resubmittal
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0045 Ellington Estates MP	ETJ	206 Darden Hill Rd	Legalizing the lot	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Waiting for Resubmittal
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	In Administrative Completeness
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Waiting for Resubmittal
SUB2022-0051 AP Caliterra Phase 3, Sec 9, Lot 39 Blk D	ETJ	Soaring Hill Rd	The amendment extends a portion of the right-of-way width along the western property line within Block D Lot 39 Open Space, Drainage and Water Quality Easements lot.	Under Review
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2021-0001 Roger Hanks Parkway Extension	CL	Roger Hanks	3120 LF of Collector Roadway. The infrastructure includes all associated streets, grading, and water quality improvements.	Waiting for Resubmittal
SUB2023-0002 Ledge stone Commercial East Replat	ETJ	North east corner of Ledge stone drive and US 290	Replating the single lot to be divided into 5 lots with its own building.	Withdrawn